



BASE AGREEMENT FOR BUSINESS ONLINE BANKING TREASURY MANAGEMENT PRODUCTS AND SERVICES

1. **Agreement to Service.** This Base Agreement for Business Online Banking Treasury Management Products and Services (the "Agreement") sets forth the terms and conditions which shall apply uniformly to all treasury management products and services, including Business Online Banking (collectively, the "Services") that Forte Bank (the "Bank") may agree to provide to certain of its commercial customers from time to time. Any reference to "we," "our" or "us" shall refer to the Bank and any reference to "you" or the "Company" shall refer to the undersigned company. This Agreement shall be supplemented by one or more schedules, applications, exhibits, or other documents related to specific Services (such supplemental material, regardless of its title, is referred to herein as a "Schedule"). Each Schedule, including its terms and conditions and any statements, representations or warranties made by the Company, are incorporated herein by reference. All references to the Agreement shall include any applicable Schedules. **By completing and signing the applicable portions of the Agreement or using one or more of the Services, the Company is bound by the terms, conditions and provisions in this Agreement and all terms and conditions in the applicable Schedules.**
2. **Relation to Other Agreements.** The Company and the Bank may from time to time enter into separate agreements relating to certain commercial banking services to be made available to the Company by the Bank, including, for example, the *Terms and Conditions of Your Account*, which governs deposit accounts with the Bank. In the event of a conflict between the terms of other agreements between the Company and the Bank and this Agreement, the terms of this Agreement shall govern and prevail. In the event of a conflict between the terms of this Agreement and any Schedule for a particular Service, the Schedule for such Service shall prevail.
3. **E-Statement.** To enroll in the e-Statement service, the Company must fill out the appropriate documentation at account opening, or sign up by calling 262-670-3878 any time thereafter.
4. **Equipment.** The Company is responsible for selecting any and all necessary hardware including, but not limited to, communication devices and computers. Unless otherwise agreed upon by the Company and the Bank, the Company acknowledges that the Bank will not provide any hardware or recommendations for hardware. The Company assumes full responsibility for any defect, malfunction, or interruption in service or security due to hardware failure.
5. **Accounts and Funds.** The Company must have a deposit account with the Bank to obtain any of the Services. The Bank may, without prior notice or demand, obtain payment of any amount due and payable under this Agreement by debiting any of the Company's accounts with the Bank. The Company will always maintain a balance of available funds in any account with the Bank sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in an account to cover the Company's obligations under this Agreement, the Bank is authorized to debit any Company account held with the Bank.
6. **Use of the Internet.** The Company understands and acknowledges that the Internet is an unsecured, unstable, unregulated, and unpredictable environment and that the Company's ability to use certain of the Services is dependent upon the online service the Company has chosen and is using, as well as the

Internet and equipment, software, systems, data and services provided by various vendors and third parties (including, without limitation, telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). The Company understands that, while the Bank and its service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to accounts or transactions of the Company, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the Services via the Internet will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. The Company also understands that there may be times when access to the Services is unavailable. The Company understands and agrees that the Bank and its affiliates, are not responsible for any unavailability, delays or malfunctions, and are not responsible for any loss or damage suffered by the Company in the event of any failure, delay or interruption of services resulting from the act or omission of any third party or from any cause not reasonably within the Bank's control. The Company is responsible for selecting a means of accessing the Internet. The Company assumes full responsibility for any defect, malfunction, or interruption in service or security due to its Internet communications software or internet service provider.

7. **Security Procedures.** The Company shall comply with the procedures set forth in the Security Schedule, as updated or amended from time to time. By using any of the Services offered, the Company acknowledges that it has received and read the Security Schedule and that the procedures therein are commercially reasonable. The Company understands that the procedures are for verification of authenticity of any transaction or access requests and are not intended to detect errors in the transmission or content of any entries. No security procedure for the detection of any such errors has been agreed upon between the Bank and the Company. In the event the Company declines one or more security services offered by the Bank, Company agrees to (i) assume all risks and/or liabilities directly or indirectly resulting from that decision, and (ii) indemnify Bank from any losses directly or indirectly resulting from that decision.
8. **Unauthorized Access.** For certain Services and pursuant to the Security Schedule, the Company will be required to use security codes. The Company has sole responsibility for establishing and maintaining procedures to adequately safeguard against the unauthorized initiation of transfers using the codes. The Company will appoint Administrators pursuant to Attachment A and Authorized Users pursuant to Attachment C, both attached hereto, or in such other manner as the Company may communicate to the Bank (as accepted by the Bank, in its sole discretion). The Administrators are the Bank's main contact with respect to the Services. In addition, the Administrators are Authorized Users, and may also set up Authorized Users from time to time. "Authorized Users" are individuals who will have the ability to access and transact upon Company's accounts using the Services. The Bank is entitled to presume that all communications using appropriate access codes are authorized by the Company and to act upon the communications accordingly. Furthermore, the Bank is entitled to presume that all communications with Administrators or Authorized Users are authorized and approved by the Company.
9. **Accurate Entry of Transactions.** The Company acknowledges and agrees that it is the Company's responsibility to accurately enter all data necessary to perform a transaction in its accounts and to verify all instructions transmitted to the Bank, whether such instructions are provided to the Bank directly by the Company or by a third party at the Company's instruction and for the Company's benefit. In the event the Company believes that there is a discrepancy or error between a transaction it performed or authorized and any confirmation or account statement it receives, the Company agrees to notify the Bank of such discrepancy or error in writing within three (3) days of such transaction.
10. **Stop Payment.** The Company may issue stop payment orders to the Bank through the Services or by telephone or facsimile transmission. The Company agrees that it will only issue stop payment orders for items that have not been posted to its account. A stop payment order the Bank receives after the applicable deadline will be effective on the following Business Day.

11. **Third Parties.** The Company acknowledges that the Bank may subcontract a portion of the Services to be provided hereunder. The Company agrees that the Bank does not control any third party supplying services in connection with the Services, and it will not hold the Bank liable for any failures, acts or omissions of any third party, including, without limitation, unauthorized access to, theft or destruction of the Company's information.
12. **Appointment as Agents.** By subscribing to the Services, the Company authorizes the Bank to take any and all actions necessary to provide the Services. The Company further authorizes the Bank, and appoints the Bank and its officers and employees as the Company's agents, to give such instructions to others, accept instructions from others, and to effect all transactions as necessary to provide the Services.
13. **Fees.** The Company shall pay the Bank fees for the Services in accordance with any applicable Schedule and/or, as applicable, the Bank's Business Online Banking Pricing Schedule, which may be changed from time to time by the Bank. The Bank may deduct its fees from any of the Company's accounts at the Bank. The Company will pay any applicable sales, use or similar tax.
14. **Force Majeure.** The Bank shall be excused from failure to perform hereunder to the extent that such failure is directly or indirectly caused by an occurrence commonly known as force majeure, including, without limitation, acts of God, acts or orders of a government agency or instrumentality thereof, power outages, natural disasters, acts of public enemy, terrorism, riots, embargoes, strikes or other concerted acts of workmen (whether of the providing party or other persons), casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, which are beyond the reasonable control of the Bank.
15. **Limitation of Liability.** THE BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. THE BANK'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES PAID BY THE COMPANY TO THE BANK FOR SERVICES PROVIDED UNDER THIS AGREEMENT WITHIN THE LAST 12 MONTHS. Notwithstanding the limitation of liability, in no event shall the Bank be liable for any losses or damages resulting from (a) services and/or data provided by or at the direction of the Company; (b) a virus, the prevention of which was beyond the reasonable control of the Bank; (c) a third party gaining access to the Company's accounts, including, without limitation, access to the Company data, through no fault or negligence of the Bank; (d) the loss, destruction or damage of any information furnished by the Company, due to an act or omission, or while in the possession of any third party; (e) the loss, alteration or unintentional disclosure of information on, or transmitted through the Business Online Banking platform which is the result of a system malfunction; (f) the performance of any of the Company's hardware or software; (g) the Company's actions or failure to act and resulting loss of confidentiality of any security codes; (h) any act, error or omission in connection with the Bank's obligations hereunder, except for the Bank's willful misconduct; and (i) matters for which the Bank is otherwise released of liability in this Agreement and other agreements between the Bank and the Company.
16. **Limitations of Action.** The Company agrees that if it fails to report any unauthorized transactions, alterations or forgeries in its account within thirty (30) days of when the Bank first makes the account statement available, it may not assert a claim against the Bank on any items in that statement. Without limiting the foregoing, the Company must submit any claim under this Agreement or any related agreement to the Bank, in writing, within one (1) year after the occurrence of the event giving rise to the claim. All claims not so submitted shall be void.

17. **Indemnification.** In addition to other agreements of the Company to indemnify the Bank, the Company agrees to indemnify and hold harmless the Bank, its affiliates, directors, officers, employees and agents against any and all claims, demands, loss, liability or expense, including attorneys' fees and costs, resulting directly or indirectly from claims or actions by third parties arising out of (i) the breach or alleged breach by the Company of its obligations, agreements or warranties under this Agreement; (ii) any act or failure to act by any third party; (iii) any acts, errors or omissions of the Company; and/or (iv) the Company's use of the Services. This indemnification is provided without regard to whether a claim for indemnification is due to the use of the Services by an authorized person or an unauthorized person purporting to be an authorized person.

UNDER NO CIRCUMSTANCES IS EITHER PARTY LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE, INCLUDING ATTORNEYS' FEES, EVEN IF INFORMED OF THEIR POSSIBILITY, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM WRONGFUL DISHONOR ARISING OUT OF THE BANK'S ACTS OR FAILURE TO ACT HEREUNDER, OR LOSS OF EARNINGS.

18. **Electronic mail ("E-mail").** The Company understands and acknowledges that communications transmitted via E-mail may not be secure. Accordingly, the Company should not provide any confidential information in E-mail communications, including, without limitation, any codes or any initiation of transactions on its accounts. Also, while the Bank will do its best to read all E-mail communications in a timely manner, the Bank makes no guarantee that all E-mail messages will be read promptly. For immediate communication with the Bank, please call (262) 670-3878.

19. **Recording of Telephone Conversations.** The Company understands and agrees that the Bank may electronically record telephone conversations, including those relating to the Services. The decision to record any telephone conversation is solely at the Bank's discretion. The Bank shall not have any liability to the Company if the Bank elects not to record any call.

20. **Mobile Devices.** Where applicable, the Company agrees that the Bank shall have no liability for any damage or losses resulting from interception of the Company's identification codes or account information, or any other private data, due to the Company's use of mobile devices.

21. **Notice.** Notice regarding the Services, this Agreement or the Schedules may be effectively given in one of three ways.

21.1 Either party may notify the other in writing and such written notice shall be deemed duly given: (a) when delivered personally, (b) one (1) Business Day after delivery to an express courier, or (c) three (3) Business Days after the date of deposit with the United States Postal Service outside the control of the sender. Any party may from time to time designate in writing any other address to which such notices, requests and other communications shall be sent. Until any such change, such notices, requests and other communications shall be sent to the appropriate address set forth in the signature blocks below.

21.2 The Company can contact the Bank at (262) 670-3878.

21.3 The Bank may provide the Company with notice, including notice of changes in the Services, by providing electronic messages through any Service. **The Company's continued use of the affected Service after the Bank has informed it that a message exists is evidence of Company's acceptance of and agreement regarding any information or changes contained in the message. If Company chooses to ignore any message and/or fail to review any message, but continues to use the affected Service, it will be deemed to have waived its right to such notice and to have accepted any change of terms or other amendments which may be explained in the message.**

22. **Termination.** The Bank may terminate this Agreement, including any Service or Schedule, (a) at any time with or without notice if the Company breaches any of its obligations, (b) by written notice to the Company in the event the Company has not breached its obligations, or (c) if the online banking account is inactive for 365 days or more. The Company may terminate this Agreement, including any Service or Schedule, or the authority of the Company Administrator at any time upon ten (10) Business Days prior notice to the Bank. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all transactions taking place under this Agreement prior to the termination times and the release and indemnification provisions of this Agreement shall survive such termination.

Since cancellation of Service requests may take up to ten (10) Business Days to process, the Company should cancel all outstanding payment or transfer orders. The Bank will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by the Company of Service termination for any reason.

23. **Business Days and Cutoff Times.** As used in this Agreement or any Schedule, the term "Business Day" shall refer to any day other than a Saturday, Sunday or any holiday on which the Bank and/or the Federal Reserve is closed for processing. Except where otherwise agreed, all transaction requests received after 6:00pm Central Time on Business Days will be processed on the next Business Day.
24. **Restricted Transactions.** Please be aware that federal law prohibits banks from facilitating restricted transactions relating to unlawful Internet gambling. A restricted transaction generally is any form of funds transfer, credit, check draft, or card (i.e., debit, gift, or home equity line of credit) transaction that involves any betting or wagering business and is illegal in any state or under the laws of the United States. These transactions could include any form of funds, credit, check, draft, or card transaction between the betting or wagering business and its customers, which flows through the Bank. If the Bank gains actual knowledge that the Company or its account are facilitating unlawful Internet gambling or restricted transactions, the Bank may take any action to prevent such activity, including closing any account.
25. **Legal Compliance.** The Company is responsible for meeting all regulatory requirements applicable to its business. The Company specifically acknowledges that it will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the OFAC laws and regulations. The Company is responsible for determining that any forms which are used with its customers, and all records it retains, comply with all applicable laws. The Bank may audit the Company to confirm and ensure the Company's compliance with this Agreement and relevant laws.
26. **Disclaimer of Warranties.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." THE BANK DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE BANK KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, THE BANK DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN THE COMPANY WITH RESPECT TO THE SERVICES.
27. **Governing Law.** The laws of the state of Wisconsin govern this Agreement and any Schedule. Any Service is also subject to applicable federal rules established by federal agencies.

28. **Amendments.** The Bank may amend any of the provisions of this Agreement. Such amendments shall be effective once the Bank delivers notice. A notice shall be deemed delivered in accordance with the notice provisions set forth in Section 21, above.
29. **Miscellaneous.** Headings are for convenience purposes only and shall not be considered part of the Agreement. The Bank reserves the right to request periodic financial statements from the Company. Failure on the part of the Company to supply such financial statements within the timeframes established by the Bank may result in termination of this Agreement.
30. **Forte Bank Alerts Terms and Conditions.** Your enrollment in Business Online Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Forte Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Forte Bank reserves the right to terminate its alerts service at any time without prior notice to you.

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

30.2 **Alerts via Text Message.** To stop alerts via text message, **text "STOP" to 96924 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Forte Bank Business Online Banking. For help with SMS text alerts, **text “HELP” to 96924.** In case of questions please contact customer service at 262-670-3878. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

30.3 **Limitations.** Forte Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Forte Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Forte Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of information provided in an Alert for any purpose.

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

[Signature Page Follows]

[Signature Page for Forte Bank's Base Agreement for Business Online Banking Treasury Management Products and Services]

This Agreement shall be effective as of _____, 20___. By signing below, the undersigned represents and warrants that they are an authorized signer on behalf of the designated Company, and that they have the authority to bind the Company to this Agreement. The undersigned agrees to indemnify and hold harmless Bank, and any related parties, from and against any liability associated with binding all the Companies listed below to this Agreement.

Company _____	Relationship _____ <i>(Parent, Subsidiary, etc.)</i>	TIN _____
Name	Title	Signature
Company _____	Relationship _____ <i>(Parent, Subsidiary, etc.)</i>	TIN _____
Name	Title	Signature
Company _____	Relationship _____ <i>(Parent, Subsidiary, etc.)</i>	TIN _____
Name	Title	Signature
Company _____	Relationship _____ <i>(Parent, Subsidiary, etc.)</i>	TIN _____
Name	Title	Signature
Company _____	Relationship _____ <i>(Parent, Subsidiary, etc.)</i>	TIN _____
Name	Title	Signature

* If you hold the authority to sign for all Companies listed above, you may sign once below. By doing so, you certify that you are an authorized signer for all Companies listed above, and you have the necessary authority to bind the Companies to this Agreement. Moreover, you agree that all Companies will indemnify and hold harmless the Bank, and any related parties, from and against any liability associated with the undersigned binding all Companies to this Agreement.

Forte Bank

Printed Name	Name: _____
Signature	Title: _____
	Signature: _____
	Date: _____



BUSINESS ONLINE BANKING

ATTACHMENT A

Administrator Agreement

This Attachment, as amended from time to time, identifies the authority of Administrators designated by the Company to use Business Online Banking on the Company’s behalf. With respect to the identification of the primary Company Administrator and the successor Administrator, the following individuals are approved and expressly authorized by the Company to act on the Company's accounts:

Primary Security Administrator: _____

Secondary Security Administrator: _____

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective as of the date first set forth above.

_____	_____
Company	Forte Bank Company
_____	_____
Address	116 W Sumner St., Hartford, WI 53027 Address
_____	_____
Phone Number	262-673-5800 Phone Number
By: _____	By: _____
Authorized Signer	Authorized Signer
_____	_____
Date	Date



BUSINESS ONLINE BANKING

ATTACHMENT C

Authorized User Setup

This Attachment, as amended from time to time, identifies the authority of Authorized Users designated by the Company to use Business Online Banking on the Company’s behalf. With respect to various Authorized Users permitted to access Company and Company-related accounts, the following information is approved and expressly authorized by the Company.

Company Information			
Business Name: _____			
User Information			
Name of User: _____			
Cell Phone: _____	Username: _____		
Email Address: _____			
Authorized Accounts			
<i>List accounts user is authorized to access:</i>			
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Authorized Activities			
<i>Mark transaction types user is authorized for:</i>		Services with Fees:	
<input type="checkbox"/> Inquiry Only	<input type="checkbox"/> Bill Payment	<input type="checkbox"/> ACH Origination	
<input type="checkbox"/> Internal Transfers/Payments	<input type="checkbox"/> Mobile Banking		<input type="checkbox"/> Remote Deposit Capture
<input type="checkbox"/> Internal Loan Advances	<input type="checkbox"/> Mobile Deposit		<input type="checkbox"/> Positive Pay
Accessibility			
<i>Mark when user is allowed to access Business Online Banking:</i>			
<input type="checkbox"/> Monday-Friday	_____ A.M.	to _____ P.M.	
<input type="checkbox"/> Saturday-Sunday	_____ A.M.	to _____ P.M.	
Special Instructions/Comments:			
Internal Use Only:			
_____	_____	_____	
Requested by (Company Administrator)	Verified by (Employee)	Date	
_____	_____	_____	
For loan advances, officer giving approval:	Approval obtained via (phone, email, etc.)	Date	



BUSINESS ONLINE BANKING

ATTACHMENT D

Fraud Prevention Tools Acknowledgement

By signing below, the undersigned (“Company”) acknowledges that the below Fraud Prevention Tools were offered to Company by Forte Bank (“Bank”) and that Company understands the security benefits of using the Fraud Prevention Tools. In the event Company declines one or more Fraud Prevention Tools, Company agrees to (i) assume all risks and/or liabilities indirectly or directly resulting from that decision, and (ii) indemnify Bank from any losses indirectly or directly resulting from that decision. Any Acknowledgment signed by Company as of a later date, and accepted by Bank, shall supersede an Acknowledgment of an earlier date. Any future Company accounts at Bank will **NOT be** automatically enrolled in any Fraud Prevention Tool, unless and until Company contacts Bank and enrolls such new Accounts in the Fraud Prevention Tool(s). Company hereby accepts all risks and/or liabilities resulting from any delay in enrollment or failure to enroll.

Fraud Prevention Tools	Decline for All Accounts	Decline for Some Accounts (check box and list accounts)		
Positive Pay for Checks	<input type="checkbox"/>	<input type="checkbox"/>		
Positive Pay for ACH	<input type="checkbox"/>	<input type="checkbox"/>		

Company

Address

Phone Number

By: _____

Authorized Signer

Date

Forte Bank

Company

116 W Sumner St., Hartford, WI 53027

Address

262-673-5800

Phone Number

By: _____

Authorized Signer

Date



Forte Bank Online Banking Security Schedule

Capitalized terms not defined herein have the meanings ascribed to them in the applicable Base Agreement for Business Online Banking Treasury Management Products and Services and the Forte Bank Online Banking Agreement. Any reference to “we,” “us,” the “Bank” and “our” shall refer to Forte Bank, and any reference to “you” and “your” means the owner of any accounts covered by this Security Schedule, any delegate, any authorized representative, the Administrator, and any person using our online banking, bill payment, remote deposit capture, stop payment, ACH services, mobile banking, and any other online services provided to you by us (the “Services”).

The security procedures set forth herein shall apply to all Services used by you, and the terms and conditions hereof shall supplement and be incorporated into all other agreements and schedules between you and us.

1. **GENERAL.** Many of the Services require the use of hardware, software and the Internet. Further, many of the Services allow you to access and transmit information without direct contact with a Bank employee. Accordingly, the Services involve a heightened risk of fraud, unauthorized activity, abuse, disruption, etc. In order to mitigate the risks to you and us, and to clearly establish each party’s expectations, liability, and responsibilities regarding the Services, we have developed this Security Schedule. By your continued use of the Services, you agree that these procedures are commercially reasonable and accept the terms and conditions set forth below. You understand that the security procedures are for verification of authenticity of any transaction or access request and are not intended to detect errors in the transmission or content of any entries. No security procedure for the detection of any such errors has been agreed upon between you and us.
2. **BANK’S OBLIGATIONS.** We have done or will do the following:
 - (a) Offer customer education and awareness programs and/or materials dealing with identity theft, phishing, and malware.
 - (b) Identify customers when logging on through the use of multi-factor authentication. Multi-factor authentication will utilize user IDs and passwords, plus, for high-risk transactions involving access to customer information or the movement of funds to other parties, at least one other method of security such as a token, callback, or some other “out-of-band” control. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
 - (c) Install, update, maintain and properly use industry standard security procedures for firewalls, anti-virus, anti-spyware and patches.
3. **YOUR OBLIGATIONS.** You agree to do the following, as applicable:
 - (a) **All Accounts:** Adequate security controls should be in place to protect the online banking computers and confidential customer information. Among other things, you agree:
 - (i) To follow these best practice guidelines:

- (1) Never leave your computer or other access device (e.g. mobile phone) unattended while logged on to this Service.
 - (2) Memorize your user ID and password.
 - (3) With regards to passwords:
 - a. *Prohibit the use of “shared” usernames and passwords.*
 - b. Always use strong passwords which are composed of at least THREE of FOUR following characteristics (using all four is encouraged):
 - i. At least one numeric character (0-9)
 - ii. At least one lower case character (a-z)
 - iii. At least one upper case character (A-Z)
 - iv. At least one non-alphanumeric character* (!, @, #, \$, *, =)
 - c. Use a minimum of 10 characters and a maximum of 16 characters.
 - d. Ensure passwords meet or exceed complexity requirements based on the risk.
 - e. Change passwords frequently based on risk.
 - f. Do not use passwords that are easy to guess or include personal information such as names (relatives, pets, etc.), or dates such as birthdays or anniversaries.
 - g. Do not use the same password for multiple accounts.
 - h. Do not save passwords on your computer or any other access device (e.g., mobile phone), unless in an encrypted password vault.
 - (4) Use a locking screensaver that requires a password to be entered after a period of inactivity.
- (ii) To ensure that passwords are protected from exposure. Never disclose your passwords to any other person even a bank employee. Your passwords are for your use and should be kept confidential by you. Under no circumstances will we contact you and ask for your user ID, passwords or security pins. We will only request your verification of your identity when you initiate a call.
 - (iii) To check your statements and review your banking transactions promptly, thoroughly and regularly. Report any suspicious activity, errors or problems immediately to us.
 - (iv) **Should you receive a suspicious e-mail or telephone request for information that purports to be from us, immediately notify your banker or call 262-670-3878.**
 - (v) **That from time to time we may update this Security Schedule or provide other correspondence and educational information, articles or “tips” regarding security issues and ways to protect your account. You agree to watch for, read, and, where applicable, comply with the steps identified in such materials.**
- (b) **Business Accounts.** In addition to the steps above, customers maintaining business deposit accounts will do the following, as applicable:
 - (i) Use multiple passwords and multiple computers for the transmission of data.
 - (ii) Install, update, maintain and properly use industry standard security products that are appropriate for you, including without limitation:
 - (1) Desktop firewall used to prevent unauthorized access to your network.

- (2) Updated anti-virus protection used to prevent your computer from being victimized by the latest viruses and Trojans.
 - (3) Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your website activities.
 - (4) Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
- (iii) When initiating Automated Clearing House (ACH) transactions and wire payments, use dual controls with a transaction initiator and a transaction authorizer.
 - (1) Persons authorized to access online banking by the Administrator (“Authorized Person”) must use a separate user ID and password to originate payment file and/or transmission of data.
 - (2) Where required, a separate Authorized Person (independent from the originator) verifies and transmits the payment file and/or transmission of data.
 - (iv) If you have multiple users, it is your responsibility to notify us of any changes in their authority.
 - (v) All computer equipment used for RDC processing or initiating ACH transactions should be located in a secure area and only be used for such transactions.
- (c) **Remote Deposit Capture (“RDC”) Processing.** In addition to all other steps described herein, the following apply if you engage in RDC:
- (i) Ensure all checks scanned through RDC are original items, properly payable and properly endorsed to the account in which they are being deposited.
 - (ii) Spot check images made through RDC and review prior to transmission to ensure quality.
 - (iii) Ensure that original checks are properly secured after being scanned and are physically destroyed after being held for at least 60 days, but not more than 90 days.

4. AGREEMENT. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO ACCOUNTS AND SYSTEMS. IF YOU SUSPECT, KNOW, BELIEVE OR HAVE REASON TO BELIEVE THAT AN UNAUTHORIZED PERSON HAS GAINED OR ATTEMPTED TO GAIN ACCESS TO YOUR ACCOUNTS, YOU AGREE TO IMMEDIATELY NOTIFY US AT 262-670-3878.

5. LIMITATIONS OF LIABILITY. You assume full responsibility for any transaction conducted through the Services that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transaction resulting from a breach regardless of the source thereof. Without limiting the generality of the foregoing, you are responsible for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by any means whatsoever, such as (by way of example and not limitation) phishing, pharming, keylogging or other fraudulent activity enabled by malware. If we do bear responsibility, it will extend only to losses caused solely and directly by us, and our liability will be limited in accordance with the other terms of the applicable Base Agreement for Business Online Banking Treasury Management Products and Services, the Forte Bank Online Banking Agreement, and any other agreement entered into between you and us.

If you use any method other than the procedures set forth above in connection with the Services or to communicate, deliver, or transmit any instruction to us, you reject the security procedure set forth herein and are deemed to have chosen an alternative security procedure. In such case, you agree that such alternative security procedure may not be found to be commercially reasonable, and agree to be bound by any instruction or any other transaction, whether or not authorized, that was issued in your name, or otherwise, and accepted by us using the alternative security procedure selected by you.

Should you have any questions, please contact us at 262-670-3878.



ACH ORIGINATION SCHEDULE

Capitalized terms not defined herein have the meanings ascribed to them in the Base Agreement for Business Online Banking Treasury Management Products and Services (the "Agreement"). The term "Entry" shall have the meaning provided in the Rules (as defined below) and shall also mean the data received from the Company hereunder from which the Bank initiates each Entry. Any reference to "we," "us," "our" or the "Bank" shall refer to Forte Bank and any reference to "you" or the "Company" shall refer to the undersigned company.

Purpose

The Company wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at the Bank and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this ACH Origination Schedule (the "Schedule") and the rules of the National Automated Clearing House Association ("NACHA") and the Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and the Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Schedule sets forth the terms and conditions pursuant to which the Bank will provide to Company the ACH Services outlined herein ("Services"). The Company hereby requests the Bank to provide the Service described in this Schedule.

Scope

By signing below and using the Service, the Company agrees to be bound by the terms and conditions hereof. It is understood and agreed that this Schedule shall supplement and be incorporated into the Agreement.

Agreement

The Company agrees to the following provisions:

1. Compliance with Rules and Laws. The Company acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Company agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Schedule, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). The Bank will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify the Bank for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Schedule in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Schedule in no way limit the requirement of complying with the Rules. The Bank may terminate or suspend this Schedule upon written notice and identification of a breach by Company of the Rules. Furthermore, the Bank shall have the right to initiate an audit of Company procedures for compliance with this Schedule and the Rules, upon written notification to Company.

2. Credit Approval. The Bank must approve all customers using the Services and may request financial information from the Company and/or a separate credit agreement. The Bank shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. The Bank may also assign the Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by the Company each day ("Exposure Limit"). The Company acknowledges that the Exposure Limit is solely for the protection of the Bank and its assets. The Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative.

3. Security Interest. To secure the payment and performance of the Company's obligations set forth herein, the Company grants to the Bank a security interest in and pledges and assigns to the Bank all of the Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of the Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in the Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of the Company to the Bank under this Schedule or any other obligation of the Company to the Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. The security interest given pursuant to this Section 3 shall survive the termination of this Schedule.

4. Transmission of Entries by Company. Authorized User(s) shall initiate the debit or credit Entries in Exhibit A hereunder on behalf of and selected by the Company. The Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 6 of this Schedule and required to initiate Entries under this Schedule, to be an Authorized User. Authorized User(s) shall transmit Entries to the Bank in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by the Bank. Entries shall be transmitted to the Bank no later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule attached hereto and made a part hereof as Exhibit B. For the purposes of this Schedule, "Business Day" means Monday through Friday, excluding federal holidays. The federal holiday schedule is attached hereto within Exhibit B. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by the Company to the Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in the Company's account or the Exposure Limit set forth by the Bank and disclosed to the Company from time to time. The Company may not reinitiate entries except as prescribed by the Rules.

5. Third Party Service Providers. The Company may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). If the Company uses Service Provider to transmit Files to the Bank, the Company (a) agrees that Service Provider is acting as the Company's agent in the delivery of Files to the Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Schedule. The Bank will not be liable for any losses or additional costs incurred by the Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. The Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. The Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and the Bank shall not have any responsibility for any File handled by Service Provider until that point in time when the Bank accepts and approves a File from such Service Provider for processing. If the Bank authorizes the Company to use a Service Provider, the terms and conditions governing the relationship between the Company and the Service Provider shall be governed by a separate agreement between the Company and Service Provider ("Service Provider Agreement"). All of the Company's obligations and responsibilities under this Schedule will

apply to the Service Provider, and the Company's separate agreement with the Service Provider must so provide. At the Bank's request, the Company will provide to the Bank a true and exact copy of such agreement. The Company shall designate the Service Provider as an Authorized User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to the Bank. Notwithstanding the foregoing, the Company hereby authorizes the Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as an Authorized User or if the Third Party Service Provider has not executed the Service Provider agreement. The Company hereby indemnifies and holds the Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by the Bank or any other person as a result of or arising from the Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

6. Security Procedures.

(a) The Company shall comply with the "Security Procedures" described in the Security Schedule, and the Company acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, method used to verify authenticity of telecommunicated data, or method of authentication or identification used in connection with a Security Procedure used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Entries.

7. International ACH Transactions ("IAT"). The Company shall not initiate any IAT Entries without the Bank's prior approval. If approved by the Bank, the following provisions apply to IAT Entries originated by the Company:

(a) IAT Entries are transmitted by the Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by the Bank's processor on the date determined by the Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Company.

(b) In the event of a returned IAT Entry, consumer payments will be credited to the Company at the originated U.S. dollar amount; corporate payments will be credited to the Company at the exchange rate determined by the Bank's processor at the time of return.

(c) In the event of an error in an Entry or duplicate entries, the Company acknowledges and agrees that the Company shall be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.

(d) The Company shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and the Company hereby agrees to abide by all of the Rules related to IAT Entries.

(e) The Company agrees that in the case of a non-Consumer Account, the Company shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.

(f) The Company acknowledges that it has reviewed and understands the section of the NACHA Rules entitled "Exceptions for Outbound IAT Entries" and the Company understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. The Company further acknowledges that the Company understands how such laws, regulations and rules differ from the Rules.

(g) The Company hereby indemnifies the Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from the Company's origination of an IAT Entry.

8. Credit and Debit Entries; Records Retention. The Company shall obtain an authorization in a form and manner approved by the Bank ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by the Company and the Company shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. The Company shall furnish the person or entity executing the Authorization Agreement with a copy of the same. Upon request, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Bank, as defined in the Rules.

The Company represents, warrants and covenants that it has "Know Your Customer" and other money laundering prevention policies and procedures including a client information program used to reasonably identify and verify each client pursuant to the USA PATRIOT ACT (collectively, the "KYC Procedures") in place and the Company has determined that providing the Service to each client and all related transactions are in compliance with its KYC Procedures, do not violate OFAC rules or regulations, do not constitute suspicious activity and do not require the filing of a suspicious activity report or any similar filing. Upon request from the Bank, the Company agrees to immediately furnish to the Bank copies of the Company's KYC Procedures. In addition, upon the Bank's request and during normal business hours, our regulators and/or auditors shall have access to the Company's records relating to clients to determine the Company's compliance with the KYC Procedures and OFAC rules and regulations.

9. Processing, Transmittal, and Settlement by the Bank. Except as otherwise provided for in this Schedule and if the Bank elects to accept Entries, the Bank shall:

(a) (i) use commercially reasonable efforts to comply with the instructions of the Company, (ii) process Entries received from the Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by the Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("On-Us Entry"), the Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by the Bank at the time and in the form prescribed by the Bank in Section 4.

(b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by the Bank's cut-off time at the location specified by the Bank to the Company from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Company; and (iii) the ACH processor is open for business on such Business Day. The Company agrees that the ACH processor selected by the Bank shall be considered to have been selected by and designated by the Company. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

10. Payment for Credit Entries and Returned Debit Entries. The Company agrees to settle for all credit Entries issued by the Company, Authorized User(s), or credit Entries otherwise made effective against Company. Company shall make payment to the Bank on the date as determined by the Bank, in its discretion ("Payment Date") the Company shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by the Bank. Payment shall be made by Company to the Bank in any manner specified by the Bank. Notwithstanding the foregoing, the Bank is hereby authorized to charge the Company's account(s) at the Bank ("Authorized Account(s)"), as payment for all payments due under this Schedule. The Company shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due the Bank under this

Schedule on the Payment Date. In the event the Authorized Account(s) or any other Company account at the Bank does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, the Bank may take any of the following actions:

- (a) Refuse to process all Entries, in which event the Bank shall return the data relating to such credit Entries to the Company, whereupon the Bank shall have no liability to the Company or to any third party as a result thereof; or
- (b) Process that portion of the credit Entries as the Company has sufficient collected funds in the Authorized Account(s) to cover, in whatever order the Bank in its sole discretion shall elect to process, in which event the Bank shall return the data relating to such credit Entries as are not processed to the Company, whereupon the Bank shall have no liability to the Company or any third party as a result thereof; or
- (c) Process all credit Entries. In the event the Bank elects to process credit Entries initiated by the Company and the Company has not maintained sufficient collected funds in the Authorized Account(s) with the Bank to cover them, the total amount of the insufficiency advanced by the Bank on behalf of the Company shall be immediately due and payable by the Company to the Bank without any further demand from the Bank. If the Bank elects to pay the Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay other items in the overdraft.

11. Pre-Funding. The Bank reserves the right to require the Company to pre-fund an Account maintained at the Bank prior to the Settlement Date of the ACH file. The Bank shall determine whether pre-funding is required based on criteria established from time to time by the Bank. The Bank will communicate directly to the Company if pre-funding is required and, if requested by the Company, will provide the Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, the Company will provide immediately available and collected funds sufficient to pay all Entries initiated by the Company in accordance with the Bank's instructions.

12. On-Us Entries. Except as provided in Section 13, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 9 (b) (i), (ii), and (iii) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

13. Rejection of Entries. The Company agrees that the Bank has no obligation to accept Entries and therefore may reject any Entry issued by the Company. The Bank has no obligation to notify the Company of the rejection of an Entry but the Bank may do so at its option. The Bank shall have no liability to the Company for rejection of an Entry and shall not be liable to pay interest to the Company even if the amount of the Company's payment order is fully covered by a withdrawable credit balance in an Authorized Account of the Company or the Bank has otherwise received full payment from the Company.

14. Cancellation or Amendment by Company. The Company shall have no right to cancel or amend any Entry after its receipt by the Bank. However, the Bank may, at its option, accept a cancellation or amendment by the Company. If the Bank accepts a cancellation or amendment of an Entry, the Company must comply with the Security Procedures provided in Section 6 of this Schedule. If such a request is received by the Bank before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), the Bank will use reasonable efforts to cancel or amend the Entry as requested, but the Bank shall have no liability if the

cancellation or amendment is not effected. If the Bank accepts a cancellation or amendment of an Entry, the Company hereby agrees to indemnify, defend all claims and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by the Bank as the result of its acceptance of the cancellation or amendment.

15. Reversals of Entries.

(a) **General Procedure.** Upon proper and timely request by the Company, the Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Banking Days of the Effective Entry Date for the Entry or File to be reversed; and (ii) be accompanied by a Reversal/Cancellation Request form and comply with all of the Rules. In addition, if the Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Company Account an amount equal to that Entry or File. The Company shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

(b) **No Liability: Reimbursement to the Bank.** Under no circumstances shall the Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Company shall reimburse the Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Company's request for reversal of an Entry.

16. Error Detection. The Bank has no obligation to discover and shall not be liable to the Company for errors made by the Company, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. The Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by the Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us" credit Entry within the time limits provided by the Rules. In the event that the Company makes an error or issues a duplicate Entry, the Company shall indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by the Bank as result of the error or issuance of duplicate Entries.

17. Prohibited Transactions. The Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which the Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in the Company being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Schedule. The Company acknowledges and agrees that the Bank has no obligation to monitor the Company's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Schedule; provided, however, that the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Schedule.

18. Prenotification. The Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If the Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, the Company will not initiate any corresponding

Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

19. Notice of Returned Entries and Notifications of Change. The Bank shall notify the Company by e-mail, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by the Company in accordance with the requirements of Section 4, the Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if the Bank complied with the terms of this Schedule with respect to the original Entry. The Company shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from the Bank.

The Bank shall provide the Company all information, via encrypted email or facsimile transmission to an Authorized User, as required by the Rules, with respect to each Notification of Change ("NOC") Entry, Refused Notification of Change, or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by the Company. The Bank must provide such information to the Company within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. The Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from the Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

20. Entries Returned as Unauthorized; Unauthorized Rate.

(a) In the event that an Entry is returned as unauthorized or authorization revoked, the Company will contact the necessary parties and resolve any dispute. During this process the Company may ask the Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit (WSUD)." The Bank will make its best effort to obtain the form and will deliver it to the Company when received. The Company agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless and until the Receiver reauthorizes the Entry or Entry stream.

(b) In the event the rate of unauthorized transactions exceeds the permissible limit based on the calculations noted in the Rules, the Company will share the data requested by the Bank based on the Rules and will immediately begin the process of bringing the rate below that threshold.

21. Account Reconciliation. The Company agrees to notify the Bank promptly of any discrepancy between the Company's records and the information shown on any periodic statement. If the Company fails to notify the Bank within ten (10) calendar days of a periodic statement being made available to the Company containing such information; the Company agrees that the Bank shall not be liable for any other losses resulting from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Company fails to notify the Bank within thirty (30) calendar days of receipt of such periodic statement, the Company shall be precluded from asserting any discrepancy against the Bank.

22. Provisional Settlement. The Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and the Company acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver the amount of the Entry.

23. Company Representations and Warranties; Indemnity. With respect to each and every Entry transmitted by the Company, the Company represents and warrants to the Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by the Bank from the Company has

authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by the Bank as provided herein, (c) Entries transmitted to the Bank by the Company are limited to those types of credit and debit Entries set forth in Exhibit A, (d) the Company shall perform its obligations under this Schedule in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (e) the Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and (f) the Company shall ensure that any and all non-public personal information provided by the Company to the Bank shall be secure and will not be disclosed to any unauthorized person. The Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver the amount of the Entry. The Company shall defend, indemnify, and hold harmless the Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Company contained in this Schedule; or (bb) any act or omission of the Company or any other person acting on the Company's behalf.

24. Additional Company Warranties for Selected Standard Entry Classes. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, the Company hereby warrants to the Bank that for each such ACH Entry submitted for processing, the Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Schedule. The Company also makes the additional warranties to the Bank that the Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by the Company. The Company indemnifies and holds the Bank harmless from any liability arising out of the Company's breach of these warranties.

25. Financial Information and Audit. The Bank may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by the Bank hereunder and/or adjustment of any limits set by this Schedule. The Company agrees to provide the requested financial information immediately upon request by the Bank, in the form required by the Bank. The Company authorizes the Bank to investigate or reinvestigate at any time any information provided by the Company in connection with this Schedule or the Service. Upon request by the Bank, the Company hereby authorizes the Bank to enter the Company's business premises for the purpose of ensuring that the Company is in compliance with this Schedule and the Company specifically authorizes the Bank to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. The Company hereby acknowledges and agrees that the Bank shall have the right to mandate specific internal controls at the Company's location(s) and the Company shall comply with any such mandate. In addition, the Company hereby agrees to allow Bank to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. The Company agrees that if requested by the Bank, the Company will complete a self-assessment of the Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by the Bank in an audit of the Company. If the Company refuses to provide the requested financial information, or if the Bank concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this Schedule or the Rules, or if the

Company refuses to give the Bank access to the Company's premises, the Bank may terminate the Service and this Schedule according to the provisions hereof.

26. Inconsistency of Name and Account Number. The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances. The Company is liable for and must settle with Bank for any Entry initiated by the Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

27. Data Retention. The Company shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Bank as provided herein, and shall provide such Data to the Bank upon its request. The Company also agrees to retain written authorizations for consumer Entries in accordance with the Rules and applicable law and to retain the original or an archival record of such authorization for two (2) years after termination or revocation of such authorization.

28. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by the Bank for transactions contemplated by this Schedule shall be and remain the Bank's property. The Bank may, at its sole discretion, make available such information upon the Company's request. Any expenses incurred by the Bank in making such information available to the Company shall be paid by the Company.

29. Cooperation in Loss Recovery Efforts. In the event of any damages for which the Bank or the Company may be liable to each other or to a third party pursuant to the services provided under this Schedule, the Bank and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.



ACH ORIGINATION SCHEDULE

Exhibit A

COMPANY SELECTED STANDARD ENTRY CLASS CODE

Check box next to the approved ACH SEC Code(s):

- PPD – Prearranged Payment and Deposit Entry
- CCD – Corporate Credit and Debit Entry
- ARC – Accounts Receivable Entry
- BOC – Back Office Conversion Entry
- POP – Point-of-Purchase
- TEL – Telephone-Initiated Entry
- WEB (Debit) – Internet-Initiated Entry
- RCK – Re-Presented Check Entry
- CTX – Corporate Trade Exchange (Debit/Credit)
- POS – Point-of-Sale Entry
- Other: _____ (SHR, CIE, IAT, etc.)



ACH ORIGINATION SCHEDULE

Exhibit B

Processing Schedule

Delivery of ACH Files:

- A. **Delivery location:** Electronic files containing Entries must be delivered using the Business Online Banking platform. All NACHA formatted Entry files must be addressed to a designated Bank representative the day prior to the Settlement Date.
- B. **Format and content of Entries:** All files must be submitted in NACHA format, utilizing authorized methods and forms. All files must utilize appropriate encryption standards for ACH entries involving bank information that is transmitted or exchanged via an unsecured electronic network. The Company should refer to Appendix Two in the NACHA Rulebook for specific formatting details.
- C. **Acknowledgement of delivery:** In the event of a discrepancy in the totals, the Bank will notify an authorized representative of the Company. If an authorized representative is not available for notification, the Entry file will not be processed until the authorized representative can be contacted for instruction on how to proceed. In order for any Entry file containing an error to be processed in a timely manner (upon notification from the Bank), it is recommended that the Company deliver Entries to the Bank by 3:00p.m. Central Time ("CT").
- D. **Timing of Delivery:** Processing Deadline for:
- **Standard Credit and Debit Entries**
Transmission of a File – until 3:00 p.m. Central Time (Standard or Daylight) one (1) business day prior to Effective Date¹
 - **Same Day ACH Credit and Debit Entries²**
Transmission of a File – until 1:30 p.m. Central Time (Standard or Daylight) on or after the Effective Entry Date.
- Company may deliver Files up to two (2) days before the Effective Date. Bank will hold those Files and process them to settle on the Effective Date.
- E. **Notice by Bank:** If an Entry is rejected, returned or if a notification of change is received, the Bank shall notify the Company by phone as well as by sending a copy of the notification of change, return, or rejection.

¹ "Effective Date" must be a Business Day or the file will be processed on the first business day following the effective date.

² Credit or Debit Entries with an Effective Entry Date of the date of or a date prior to the date of the transmission of the File shall be considered to be a Same Day ACH Entry and shall be subject to the Same Day ACH fee. IAT and Entries above \$1,000,000 are not eligible for Same Day ACH processing. Same Day ACH file submission will generally not be available without first contacting the Bank.

F. Holiday Schedule

- **Holiday Calendar**

The Bank will be closed on the following standard holidays observed by the Federal Reserve Bank. The Bank will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

New Year's Day (January 1)

Martin Luther King's Birthday (Third Monday in January)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Veterans Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 falls on a Sunday, the following Monday is a standard Federal Reserve Bank holiday.

- **Additional Federal Reserve Holidays**

The Bank will be open but will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

Presidents Day (Third Monday in February)

Juneteenth (June 19)

Columbus Day (Second Monday in October)

Note: If June 19 falls on a Sunday, the following Monday is a standard Federal Reserve Bank holiday.



DEPOSIT MANAGER: REMOTE DEPOSIT CAPTURE SERVICE SCHEDULE

Capitalized terms not defined herein have the meanings ascribed to them in the Base Agreement for Business Online Banking Treasury Management Products and Services (the "Agreement"). Any reference to "we," "us," "our" or the "Bank" shall refer to Forte Bank and any reference to "you" or the "Company" shall refer to the undersigned company.

Purpose

The Bank offers Deposit Manager, a remote deposit capture service (the "Service"), designed to allow customers to make electronic deposits of Electronic Items (as defined below) captured from checks into designated accounts. The Company wishes to utilize the Service pursuant to the terms of this Remote Deposit Capture Service Schedule (the "Schedule") and other applicable rules, laws and regulations. The Bank offers the Service under this Schedule only in association with one or more Designated Account(s) (as defined below) maintained by the Company at the Bank.

Scope

By signing below and using the Service, the Company agrees to be bound by the terms and conditions hereof. It is understood and agreed that this Schedule shall supplement and be incorporated into the Agreement.

Agreement

The Company agrees to the following provisions:

1. **Definitions.** The following words or terms shall each have the meanings as provided below. Additional defined terms shall be provided throughout the Schedule.

- (a) "Additional Equipment" shall have the meaning set forth in Section 3(b)(i).
- (b) "Check" shall have the meaning defined in Regulation CC of the Board of Governors of the Federal Reserve System ("Regulation CC").
- (c) "Designated Account(s)" means those transactional accounts of Company maintained at the Bank into which Electronic Items may be deposited, as instructed by the Company from time to time (and agreed to by the Bank)..
- (d) "Electronic Item" means an image of the front and back of a check, all of the information from the Magnetic Ink Character Recognition ("MICR") line on the original check, and the enclosed amount and additional information about the original check, including any associated electronic records derived from the original check and any other information specified by the Bank, in the format specified by the Bank.
- (e) "Information and Systems" shall have the meaning set forth in Section 5.
- (f) "Leased Equipment" shall have the meaning set forth in Section 3(a)(i).
- (g) "On-Line" refers to use of the Internet website designated by the Bank used to transmit or receive electronic deposits, instructions, notices or other communications but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.
- (h) "Purchased Equipment" shall have the meaning set forth in Section 3(b)(i).

(i) "Security Procedures" means the procedures set forth in Section 5, as such procedures may be amended from time to time by the Bank in its sole discretion.

2. **The Service.**

(a) The Service is designed to allow the Company to deposit Electronic Items into the Company's Designated Account(s) from locations owned or operated by Company or its agent. The Company, using hardware and software meeting the specifications and requirements provided by the Bank, shall capture from each original check to be deposited: (i) an image of the front and back of the original check; (ii) all of the information in the MICR line on the original; (iii) the amount of the check, as entered by the Company for MICR encoding purposes; and (iv) additional information about the original check, including any associated electronic records derived from the original check, and any other information specified by the Bank.

(b) The Company shall require that each original check is not endorsed without any restrictions or conditions other than "FOR REMOTE DEPOSIT ONLY TO FORTE BANK" prior to imaging it for deposit, in accordance with any applicable procedures of the Bank. The Company shall identify the Bank as the Bank of first deposit by placing the Bank's Routing Transit Number in the proper field, according to the current image exchange standards of each Electronic Item. The Company shall not identify any other Bank, other than Forte Bank, as the Bank of first deposit with respect to any Electronic Item. The Company agrees to endorse each original check with "FOR REMOTE DEPOSIT ONLY TO FORTE BANK" prior to scanning.

(c) The Company shall stamp the original of each check with "Processed," or similar language, after the process of scanning the check.

(d) Electronic Items must be transmitted in electronic files that conform to such specifications as the Bank requires, as modified from time to time by the Bank in its sole discretion (the "File(s)").

(e) The Company shall transmit the Files to the Bank in accordance with the Bank's online access procedures and any other applicable procedures, including security procedures, as made available by the Bank. Electronic Items, Files, notices, messages, acknowledgements and information are delivered by the Company and received by the Bank when the Company has satisfactorily completed the applicable security procedures and the Electronic Items, Files, notices, messages, acknowledgements and information have been placed on a Bank storage device that makes the Electronic Items, Files, notices, messages, acknowledgements and information available for the Bank to retrieve or review. For purposes of determining when Electronic Items, Files, notices, messages, acknowledgements and information have been delivered and received, the Bank's records shall be determinative.

(f) Files received by the Bank prior to the applicable time designated by the Bank (the "Cutoff Time") on a Business Day shall be eligible for processing on that Business Day. Files received after the Cutoff Time or on a day that is not a Business Day shall be and eligible for processing on the next Business Day.

(g) The Company agrees that (i) the total dollar value of each File received by the Bank shall not exceed the dollar amount specified by the Bank from time to time (the "Limit Per File"), and (ii) the total dollar value of all Files received on any one (1) Business Day shall not exceed the amount specifications specified by the Bank from time to time (the "Limit Per Day"), which may be modified by the Bank in its sole discretion. If the Limit Per File or the Limit Per Day is exceeded, the Bank may, at its option, refuse to accept for processing, any File and/or deposit that exceeds the Limit Per File or causes the Limit Per Day to be exceeded. Files received by the Bank after the Cutoff Time on a Business Day or on a day that is not a Business Day will be deemed received on the next Business Day for purposes of this Section 2(g).

(h) Once the Bank receives Electronic Items, it may review them to determine whether they will be accepted for processing or be rejected. The Bank shall provide notice to Company regarding whether Electronic Items are accepted for processing or rejected. The Bank shall, in its sole discretion, determine whether Electronic Items are accepted for processing or rejected. It shall be the Company's responsibility to routinely review the relevant systems for notices from the Bank regarding whether Electronic Items

have been accepted for processing or rejected. If the Company believes that Electronic Items have been sent to the Bank but the Company has not received a notice that the Electronic Items have been accepted for processing or rejected, it is the Company's responsibility to contact the Bank to inquire about the Electronic Items in question.

(i) The Bank will provisionally credit the Designated Account(s) for the Electronic Items the Bank accepts for processing on the Business Day of receipt of Electronic Items, subject to the conditions set forth in this Schedule, and will handle the deposited items as check deposits in accordance with the applicable account agreement(s).

(j) The Company shall securely store and maintain all original checks for a period of sixty (60) days after the Company has received notice from the Bank that the Electronic Items that reflect the original of the checks have been accepted for processing or rejected, after which time, the Company shall destroy the original checks using a method of destruction that provides commercially reasonable assurance that any sensitive information contained in the checks is protected from unauthorized disclosure.

3. **Hardware and Software Requirements.**

(a) Hardware Requirements.

(i) The Bank shall lease the scanner hardware to be used in connection with the Service (the "Leased Equipment") to the Company for the fees specified by the Bank, which may be modified by the Bank in its sole discretion from time to time without prior notice to the Company. Title to the Leased Equipment shall remain with the Bank and the Company shall keep the Leased Equipment free of all liens and encumbrances.

(ii) The Company shall arrange for the delivery of the Leased Equipment and shall be responsible for examining the Leased Equipment upon receipt to ensure that it is in good working order. The Company shall have been deemed to accept the Leased Equipment if it is not returned to the Bank within ten (10) days of delivery to the Company.

(iii) THE BANK PROVIDES NO WARRANTIES OF ANY KIND TO COMPANY WITH RESPECT TO THE LEASED EQUIPMENT. THE BANK LEASES THE LEASED EQUIPMENT TO COMPANY "AS IS." THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, REGARDING THE LEASED EQUIPMENT. THE BANK MAKES NO WARRANTIES REGARDING THE EFFECT THE LEASED EQUIPMENT MAY HAVE ON THE COMPANY'S OTHER SYSTEMS AND ACCEPTS NO LIABILITY FOR ANY DAMAGE THE LEASED EQUIPMENT MAY CAUSE TO COMPANY'S OTHER SYSTEMS OR PROPERTY. COMPANY AGREES THAT REGARDLESS OF CAUSE, THE BANK IS NOT RESPONSIBLE FOR AND COMPANY SHALL NOT MAKE ANY CLAIM AGAINST THE BANK FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT, FOR ANY LOSSES IN ANY WAY CONNECTED WITH THE LEASED EQUIPMENT. UNLESS OTHERWISE REQUIRED BY LAW, THE BANK'S TOTAL LIABILITY TO COMPANY FOR ANY DAMAGE, LOSS OR LIABILITY IN CONNECTION WITH THE LEASED EQUIPMENT SHALL NOT EXCEED THE FEES CHARGED TO COMPANY FOR THE LEASE OF THE LEASED EQUIPMENT FOR THE ONE (1) YEAR PERIOD PRIOR TO THE TIME THE DAMAGES ARE SUFFERED.

(iv) The Company shall be responsible for any losses, damages, penalties, claims, suits and actions whether based on a theory of strict liability or otherwise caused by or in any manner arising from or in connection with the Leased Equipment. The Company agrees to reimburse and hold the Bank harmless from any such losses, damages, penalties, claims, suits and actions.

(v) As between the Bank and the Company, the Company shall be responsible for any loss, theft or destruction of or damage to the Leased Equipment. In the event of any such damage or loss, the Company shall be liable for the repair cost or replacement value of the Leased Equipment as determined by the Bank in its sole discretion.

(vi) Upon termination of this Schedule, the Company shall promptly return the Leased Equipment to the Bank, at the Company's expense. The Leased Equipment shall be returned in the same condition in which it was originally provided to Company, ordinary wear and tear excepted. If the Bank fails to receive the Leased Equipment within fifteen (15) days of termination of this Schedule, Company shall be liable for the replacement value of the Leased Equipment as determined by the Bank in its sole discretion.

(vii) The Company shall be solely responsible for, at its own expense, properly installing, managing, operating, maintaining, repairing and using the Leased Equipment in accordance with manufacturer specifications and any other specifications prescribed by the Bank from time to time. The Company shall perform, or cause to be performed, all vendor-recommended maintenance, repairs, and upgrades to the Leased Equipment at its own expense.

(b) Purchased Equipment, Software and Additional Equipment Requirements.

(i) The Company shall be solely responsible for, at its own expense, properly obtaining, installing, managing, operating, maintaining and using any purchased equipment and any hardware not leased by the Company pursuant to Section 3(a) ("Purchased Equipment") and any software and licenses to use such software that is required in connection with the Service ("Additional Equipment") that complies with the specifications and requirements of the Bank. Only Purchased Equipment and Additional Equipment that complies with the Bank's specifications and requirements may be used in connection with the Service. The Company shall be solely responsible for, at its own expense, properly obtaining, installing, managing, operating, maintaining and using an Internet communication connection used to transmit the File(s) and other information to the Bank and receive information from the Bank. The Company shall perform, or cause to be performed, all vendor-recommended maintenance, repairs, upgrades and replacements to the Additional Equipment and Internet communication connection.

(ii) THE BANK HEREBY DISCLAIMS THIS ANY AND ALL LIABILITY ASSOCIATED WITH ANY PURCHASED EQUIPMENT OR ADDITIONAL EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY OF THE BANK'S REQUIREMENTS RELATED TO SUCH PURCHASED EQUIPMENT OR ADDITIONAL EQUIPMENT, AND MAKES NO WARRANTIES WHATSOEVER REGARDING THE FOREGOING. THE BANK MAKES NO WARRANTIES REGARDING THE EFFECT THE PURCHASED EQUIPMENT OR ADDITIONAL EQUIPMENT MAY HAVE ON THE COMPANY'S OTHER SYSTEMS AND ACCEPTS NO LIABILITY FOR ANY DAMAGE THE PURCHASED EQUIPMENT OR ADDITIONAL EQUIPMENT MAY CAUSE TO THE COMPANY'S OTHER SYSTEMS OR PROPERTY REGARDLESS OF WHETHER SUCH DAMAGE WAS DUE TO THE BANK'S SPECIFICATIONS OR REQUIREMENTS. THE COMPANY AGREES THAT, REGARDLESS OF CAUSE; THE BANK IS NOT RESPONSIBLE FOR AND THE COMPANY SHALL NOT MAKE ANY CLAIM AGAINST THE BANK FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, PUNITIVE OR INDIRECT, FOR ANY LOSSES IN ANY WAY CONNECTED WITH THE PURCHASED EQUIPMENT OR ADDITIONAL EQUIPMENT. UNLESS OTHERWISE REQUIRED BY LAW, THE BANK'S TOTAL LIABILITY TO COMPANY FOR ANY DAMAGE, LOSS OR LIABILITY IN CONNECTION WITH THE PURCHASED EQUIPMENT OR ADDITIONAL EQUIPMENT SHALL NOT EXCEED THE FEES CHARGED TO COMPANY FOR THE SERVICES FOR THE SIX-MONTH PERIOD PRIOR TO THE TIME THE DAMAGES ARE SUFFERED.

4. Electronic Items That May Be Deposited.

(a) The Company hereby warrants that every Electronic Item shall have been captured by Company from an original check. If Company sends an Electronic Item for deposit that was not captured from an original check, Company agrees to indemnify, defend and hold harmless the Bank against any financial loss, costs (including but not limited to attorneys' fees, costs of litigation and consequential losses, if any), claim, harm or damage that the Bank suffers as a result. In its discretion, the Bank may terminate the Service immediately if the Company sends an Electronic Item that was not captured from an original check.

- (b) The Company hereby further warrants that it will send an Electronic Item for deposit only if the original check is:
- (i) payable to the Company and not to a third party; and
 - (ii) drawn on an account owned, controlled or accessible by a person or entity other than the Company, any person or persons who control the Company or an entity that is controlled by persons who control the Company.
- (c) The Company agrees and warrants that the Company will not use the Service to transmit to the Bank for deposit any Electronic Item reflecting:
- (i) any original check, the deposit of which is prohibited by the Bank's then-current procedures pertaining to the Service or is in violation of any applicable law, regulation or rule;
 - (ii) any original check that the Company knows or suspects or should suspect is fraudulent or otherwise not authorized by the owner of the account on which the original check is drawn;
 - (iii) substitute checks or image replacement documents that are derived from or that purport to be substitute checks;
 - (iv) any check that is drawn on or is payable by or at a bank that is located in a location that is outside of the contiguous United States, Alaska, Hawaii, the District of Columbia, Puerto Rico or the Virgin Islands;
 - (v) any check that is not permitted for deposit into a Designated Account, as provided in the applicable account agreement between the Company and the Bank; or
 - (vi) any "remotely created check," as that term is defined in Federal Reserve's Regulation CC, that is, any check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
- (d) With respect to each Electronic Item the Company sends to the Bank for deposit, the Company agrees to indemnify and reimburse the Bank for and hold the Bank harmless from and against any and all losses, costs and expenses (including attorney fees) the Bank incurs with respect to any warranty or indemnity the Bank makes to another party, whether by operation of law or by agreement, with respect to the check, any electronic representation of the check, the Electronic Item, any substitute check based on the original check or any paper or electronic representation of a substitute check derived from the original check.
5. **Security Requirements.** In addition to the procedures and policies outlined in the Security Schedule, the following sets forth the Security Procedures with which the Company agrees to comply when using the Service:
- (a) Files containing Electronic Items transmitted by the Company to the Bank shall be encrypted by at least 128 bit RC4 encryption or its equivalent;
 - (b) The Company shall utilize a multi-factor authentication method as prescribed by the Bank; and
 - (c) The Company individual users will not share token codes or passwords with anyone for any reason;
 - (d) The Company shall stamp the original of each check with "Processed," or similar language, after the process of scanning the check and the Company has received notice from the Bank that the Electronic Items that reflect the original of the checks have been accepted for processing.
 - (e) The Company will store the original "processed" checks in a fireproof, locked storage area for a period of sixty (60) days after the Company has received notice from the Bank that the Electronic Items that reflect the original of the checks have been accepted for processing or rejected, after which time, the Company shall destroy the original checks using cross cut shredding.
 - (f) The Company will maintain all equipment used with this service in a low traffic area. Access to the equipment will be limited to authorized users of this service.

(g) The Company agrees that these security procedures are commercially reasonable

6. **Image and MICR Quality.**

(a) The Company understands and agrees that the Bank, any subsequent collecting bank, the paying bank and the drawer with respect to each Electronic Item transmitted by the Company to the Bank may employ automated processes or sight review assessing the eligibility, usability *or* technical acceptability of the electronic image and the data that make up the Electronic Item, and that the Bank, any subsequent collecting bank, the paying bank or the drawer may reject or return an Electronic Item (or a substitute check or other item derived from an Electronic Item) if such person or entity determines that the image or the data are unacceptable. If an Electronic Item is rejected or returned, the Company agrees to follow such re-clearing procedures as the Bank may establish with respect to rejected or returned Electronic Items.

(i) The Company shall therefore make reasonable effort to ensure that the image of the original check in an Electronic Item shall be of such quality that the following information can be clearly read and understood by sight review of such image:

- (1) Amount of the original check as written or printed in words and numbers by the drawer;
- (2) Payee of the original check as written or printed by the drawer;
- (3) Signature of the drawer of the original check;
- (4) Date of the original check as written or printed by the drawer;
- (5) Check number of the original check as written or printed on the original check;
- (6) Any information identifying the drawer and the paying bank that is preprinted on the original check;
- (7) MICR line of the original check; and
- (8) All other information placed on the original check prior to the time an image of the original check is captured, including but not limited to any required identification and any endorsements.

(ii) The Company shall make reasonable effort to ensure that each Electronic Item shall meet all standards for image quality established by the American National Standards Institute ("ANSI"), Board of Governors of the Federal Reserve System or any other applicable regulatory agency, the Federal Reserve Banks and any clearinghouse or association.

(b) The Company shall ensure that each Electronic Item transmitted by the Company to the Bank shall contain in the appropriate field in the Electronic Item the following information pertaining to the MICR line of the original check:

- (i) Routing Transit Number;
- (ii) Account number on which the original check was drawn;
- (iii) The amount of the original check inserted by the Company; and
- (iv) If present in the original check, the serial number and the process control field of the original check as reflected on the original check.

7. **Provisional Credit and Availability of Funds.**

(a) Upon acceptance of an Electronic Items for processing, the Bank shall provisionally credit the Company's Designated Account. Such provisional credit shall be subject to final payment of the Electronic Items by the paying bank and to the terms of any applicable agreement covering the Designated Account(s).

(b) For purposes of determining the availability of funds, the Bank's Terms and Conditions of Your Account, Funds Availability Policy, and any other agreement applicable to the Designated Account(s) shall apply.

8. **Returned Checks.**

(a) If Electronic Items that are deposited into the Company's Designated Account(s) pursuant to this Schedule are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the image, the Company understands and agrees that an original check will not be returned to the Company but that the Bank may charge back the amount of the original check and provide the Company with an image of the original check, a paper reproduction of the original check or a substitute check. **Unless otherwise instructed by the Bank, the Company shall not attempt to deposit or otherwise negotiate an original check that has been imaged if it has been charged back to the Company.**

(b) The Company agrees that the Bank may debit any of its accounts maintained with the Bank to obtain payment for any Electronic Item that has been rejected or returned, for any adjustment related to such Electronic Item or for any warranty claim related to such Electronic Item, whether or not the rejection, return, adjustment or warranty claim was timely made. The Bank has no duty to Company or to any other person to decline or dispute any such rejected or returned item, or to dispute or defend against such adjustment or warranty claim.

(c) If the Company's use of the Service causes the risk identification triggers or other benchmarks (related to, for example return rates, rejection rates and dollar and item count volumes), which are set by the Bank in its sole discretion, to be met or exceeded, as applicable, the Bank may, in its sole discretion, immediately terminate the Service or impose such limitations and restrictions on the Service as the Bank deems appropriate.

9. **Collection of Checks.**

(a) The Bank, in its sole discretion, shall determine the manner in which Electronic Items shall be presented for payment to the drawee bank.

(b) The Bank, in its sole discretion, shall select the clearing agents used to collect and present the Electronic Items, and the Bank's selection of such clearing agents shall be considered to have been approved by Company.

(c) The Bank will collect Electronic Items through the check collection process pursuant to UCC Articles 3 and 4, Regulation CC, applicable clearinghouse rules and any applicable agreements the Bank may enter into from time to time.

10. **Contingency Plan.** The Company agrees that, in the event the Company is not able to comply with the terms of this Schedule to transmit Electronic Items for any reason, including but not limited to any equipment failure, communication connection interruptions or outages, the Company shall transport to the Bank any original checks that the Company wishes to deposit and shall deposit such original checks with the Bank until the problem is resolved.

11. **Designated Account(s).**

(a) The Company shall maintain with the Bank one or more transactional accounts, referred to herein as "Designated Account(s)," to which deposits may be made pursuant to this Schedule (referred to as "Accounts").

(b) The Company agrees that, to the extent the provisions in this Section 11(b) are inconsistent with provisions in an agreement governing Company's Designated Account(s), the provisions in this Section 11(b) shall prevail. Company agrees that, pursuant to this Schedule, certain persons, who might or might not otherwise be authorized under the account agreement applicable to a Designated Account(s), may be authorized by this Schedule to perform certain transactions or provide certain information or instructions pursuant to this Schedule. The Company agrees that any provisions contained in account agreements applicable to Designated Account(s) concerning (i) the number of signatures that are required to authorize or perform certain transactions or provide information or instructions to the Bank, or (ii) the specific

persons who are identified as authorized to authorize or perform certain transactions or provide information or instructions to the Bank shall not apply to transactions performed pursuant to this Schedule.

12. **Company Representations and Warranties and Indemnity.**

(a) The Company represents and warrants to the Bank and agrees that:

(i) Unless otherwise agreed upon, the Company shall pay all fees associated with this Schedule, as provided to the Company from time to time;

(ii) The Company shall transmit only Electronic Items to the Bank for deposit that comply with the provisions of this Schedule;

(iii) Each Electronic Item transmitted by the Company to the Bank contains an accurate representation of the front and back of the original check;

(iv) All information submitted by the Company to the Bank is complete and accurate and complies with the provisions of this Schedule;

(v) The Company is not a consumer, each Designated Account is used for business purposes and is not a consumer account, and the Service shall be used only for business purposes;

(vi) All signatures on the original check from which an Electronic Item is derived are authentic and authorized;

(vii) Each check from which an Electronic Item is derived is authentic and has not been altered;

(viii) Each Electronic Item transmitted to the Bank is an accurate, authentic replica of an original check, and the Electronic Item has not been altered;

(ix) The Company is entitled to enforce each check from which an Electronic Item is derived;

(x) No check from which an Electronic Item is derived is subject to a defense or claim in recoupment of any party that can be assessed against the Company;

(xi) The Company has no knowledge of any insolvency proceedings commenced with respect to the maker or acceptor or, in the case of an unaccepted check, the drawer of any checks from which an Electronic Item is derived;

(xii) The Company shall not knowingly or unknowingly transmit or cause to be transmitted to the Bank any computer virus or any malicious code and shall take commercially reasonable steps to prevent such transmissions from occurring;

(xiii) The Company will not: (1) create a duplicate Electronic Item of an original check; (2) transmit a duplicate Electronic Item to the Bank or to any other person for collection or presentment; or (3) deposit or otherwise negotiate the original of any check from which an Electronic Item has been created;

(xiv) No subsequent transferee of an Electronic Item, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay an original check from which an Electronic Item was created or to pay a duplicate of an Electronic Item;

(xv) No subsequent transferee of an Electronic Item, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as a result of an Electronic Item (or any item or returned check derived from the Electronic Item) being presented for payment or returned, instead of the original check;

(xvi) Authorized Users have been duly authorized to transact upon Designated Accounts; and

(xvii) The Company shall perform its obligations under this Schedule in accordance with, and shall not perform any acts or omissions that would cause the Bank to violate, any applicable rules (including but not limited to applicable rules of trade associations, clearinghouses and payment processors), requirements, laws, regulations, sanctions, executive orders and regulatory guidelines.

(b) The Company shall indemnify and hold the Bank, its parent, employees and agents harmless from and against any and all claims, damages, losses, demands, liabilities and expenses (including reasonable attorneys' fees and litigation expenses) arising directly or indirectly from or relating in any manner to: (i) the Company's failure to satisfy its obligations under this Schedule; (ii) the Company's failure to exercise ordinary care in connection with its duties under this Schedule; (iii) the Company's breach of any warranties and representations in this Schedule and/or any provision in this Schedule; (iv) the dishonor or otherwise return unpaid, by the drawer bank, or return by a clearing agent, for any reason, of any check and/or Electronic Item presented to the Bank by the Company; (v) any actions or omissions taken by the Bank that were reasonably believed to be taken pursuant to this Schedule or any other action taken or omitted by the Bank in good faith pursuant to its responsibilities under this Schedule; (vi) any actions by any agent employed by the Company that result in a breach of this Schedule by the Company; (vii) to the extent that it involves the Bank, any litigation asserting noncompliance on the Company's part with applicable rules, laws, regulations or other requirements; and (viii) from any claim of any person that the Bank is responsible for any act or omission of the Company or any other person acting on behalf of the Company.

(c) The Company shall be responsible for and shall indemnify against any acts and omissions of the Company's agents, service providers, affiliates, offices, employees and any other person or party the Bank believes in good faith to be acting on behalf of the Company to the same extent that it is responsible for and must indemnify against its own acts and omissions pursuant to this Schedule.



BUSINESS MOBILITI: BUSINESS MOBILE BANKING SERVICE SCHEDULE

Capitalized terms not defined herein have the meanings ascribed to them in the Base Agreement for Business Online Banking Treasury Management Products and Services (the “Online Banking Agreement”). Any reference to “we,” “us,” “our” or the “Bank” shall refer to Forte Bank and any reference to “you,” “your,” or the “Company” shall refer to each user who has registered for Business Mobile Banking, as well as any business entity on behalf of which an individual user enters into this Schedule.

Purpose

The Bank offers Business Mobiliti, a Business Mobile Banking service (the “Service(s),” “Mobile Banking” or “Business Mobile Banking”), designed to allow customers access to a suite of services that enable you to conduct banking transactions with us by using your Mobile Device. The Company wishes to utilize the Service pursuant to the terms of this Business Mobiliti: Business Mobile Banking Service Schedule, as amended from time to time (the “Schedule”) and other applicable rules, laws and regulations. This Schedule sets forth the terms and conditions pursuant to which the Bank will provide to Company the Services. The Company hereby requests the Bank to provide the Service described in this Schedule. This Schedule also includes certain licensing rights and restrictions, including terms applicable to your relationship with our primary software licensor (the “Licensor”).

Scope

By using the Service, the Company agrees to be bound by the terms and conditions hereof. It is understood and agreed that this Schedule shall supplement and be incorporated into the Online Banking Agreement.

Agreement

The Company agrees to the following provisions:

- 1. Definitions.** “Mobile Device” means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us (“Mobile Banking Software”) that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP)). We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.
- 2. Business Mobile Banking Is Part Of Your Primary Online Banking Service.** Business Mobile Banking is available only to businesses that are already enrolled in our Business Online Banking service. The term “Online Banking” means the Business Online Banking service through which you choose to enroll in Mobile Banking.
- 3. Amendment, Termination, Or Suspension Of Service.** Except as otherwise required by law, we may in our sole discretion change these terms, and modify or cancel Business Mobile Banking or any of its features, from time to time and at any time, without notice, unless required by law or regulation. We may

terminate or suspend all or any part of the Service at any time, in our discretion, without notice to you, and without liability to you. No termination of the Service or any part thereof will affect your liability or obligations under this Schedule or the Online Banking Agreement accruing prior to the date of termination or any provisions of this Schedule or the Online Banking Agreement which, by their nature or by express provision, are intended to survive termination. Business Mobile Banking is not intended to replace access to your Business Online Banking service from your personal computer. The Bank may limit the types and number of accounts eligible for access through the Service at any time.

4. Mobile Banking Device And Application. In order to access Business Mobile Banking, you must have a Mobile Device, as defined above. Business Mobile Banking may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported. The technical standards required to access and use the Service (the “Mobile Technical Standards”) may vary among the types of Mobile Devices and telecommunications carriers that support the Service, and may be updated from time to time by the carriers. You are responsible for satisfying any Mobile Technical Standards. You understand and agree that the Licensor or the telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that the Licensor, the telecommunication carriers and the Bank shall not be liable to you for your failure to access or use the Service due to any such modifications.

Depending on the Mobile Device and telecommunications carrier you use, you may be required to download and install an application or other software to your Mobile Device (a “Mobile Application”) in order to access and use the Service. It is solely your responsibility to download and properly install any Mobile Application that is required in order to access the Service through your Mobile Device and telecommunications carrier. By downloading the Mobile Application, you agree to any other terms and conditions required by the Licensor of the Mobile Application. You understand that the Mobile Application is being provided by a third party, and the Bank has no responsibility whatsoever to you in connection with the Mobile Application. You are solely responsible for complying with all terms of use applicable to the Mobile Application, and properly downloading, installing, updating, and using the Mobile Application. The Bank has no obligation whatsoever to notify you of any changes to or new releases for any Mobile Application and the Bank shall have no liability for any claims or damages arising from or relating to the Mobile Application, or your failure to comply with any terms of use for the Mobile Application or your failure to download and properly install any update. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing the Service.

Further, any Mobile Application is licensed to you “AS IS” without any warranty. THE BANK DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release the Bank, its service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and you may not redistribute any Mobile Application.

This Schedule does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your use of your hardware and software is at your own risk. We reserve the right to refuse or cancel your registration for the Service if we cannot verify information about your Mobile Device.

5. Mobile Banking Accessibility And Usage. To access Business Mobile Banking service and functions, your Mobile Device must be Internet-enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in Business Online Banking service and our Business Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

Access to the Service requires the use of a User Name and User Password, or other security procedure that you select if we offer optional or alternative security procedures, now or in the future. All terms and conditions in the Schedule relating to User Names and User Passwords for the Business Online Banking service apply to the use of your User Names and User Passwords for Business Mobile Banking.

The Bank may change or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Service as changed or upgraded. Not all functions of Business Online Banking service website are available with Mobile Banking. All terms and conditions in your Online Banking Agreement and Mobile Banking Schedule or on your Business Online Banking service's website that limit or govern your use of Business Online Banking functions will also limit and govern your use of those functions through Business Mobile Banking.

6. Mobile Deposit. The mobile deposit service available through Business Mobile Banking (the "Mobile Deposit Service") is designed to allow you to make deposits to checking account(s) that you designate during the enrollment process (each, a "Deposit Authorized Account") from home or other remote locations by taking a picture (scan) of the check by an authorized mobile device and delivering the check image and associated deposit information to Bank. By using the Mobile Deposit Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change the Mobile Deposit Service at any time and in any manner, in its sole discretion. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes.

When using the Mobile Deposit Service, you may experience technical or other difficulties. The Bank is not responsible for any technical or other difficulties or any resulting damages that you may incur from time to time. The Bank reserves the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to you.

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of any check transmitted to Bank shall be deemed an “item” within the meaning of the applicable Uniform Commercial Code. You agree that you will not use the Mobile Deposit Service to scan and deposit any checks as shown below:

1. Checks payable to any person other than the Account Owner (checks made payable to a business may only be deposited into the business account);
2. Travelers checks;
3. Checks containing any alteration to any of the fields on the front of the check or item, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
4. Checks previously converted to a “substitute check,” as defined in Reg CC;
5. Checks drawn on a financial institution located outside the United States;
6. Checks that are “remotely created checks,” as defined in Reg CC;
7. Checks not payable in United States Dollars;
8. Checks dated more than six months prior to the date of deposit;
9. Checks prohibited by Bank’s current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account Agreements;
10. Checks with different numerical and written amounts;
11. Checks that have been previously returned unpaid by the financial institution on which they are drawn;
12. Checks that are payable to cash;
13. Checks with endorsement restrictions except as set forth in the “Endorsements and Procedures” subsection in this Schedule, below; or
14. Checks beyond any stated use date.

The image of a check transmitted to Bank using the Mobile Deposit Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

1. The amount of the check;
2. The identity of the payee;
3. The drawer’s signature;
4. The date of the check;
5. The check number; and
6. Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any other regulatory agency, clearing house or association. Bank is not required to process any check image that is prohibited from being presented, that does not contain the information required, that is not legible, or that is prohibited under this Schedule, any of your Account Agreements, or applicable law. You agree that Bank shall not be liable for any damages resulting from a check or item’s poor image quality, including

those related to rejection of or the delayed or improper crediting of such a check or item or from any inaccurate information you supply with regard to the check or item.

You agree to restrictively endorse any check transmitted through the Mobile Deposit Service as “For Mobile Deposit Only, Forte Bank Account ____” along with your signature(s) or as otherwise instructed by Bank. When depositing a check made payable to a business, you agree to restrictively endorse any check transmitted through the Mobile Deposit Service as “For Mobile Deposit Only, Forte Bank Account ____” along with said business name, which check may only be deposited into the business account the check is made payable to. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as Bank may establish from time to time. Improper endorsement may result in rejected deposit.

The Bank reserves the right to reject any check image transmitted through the Mobile Deposit Service, in its discretion, without liability to you. Bank is not responsible for check images Bank does not receive or for images that are dropped or become corrupted or illegible during transmission. All check images processed for deposit through the Mobile Deposit Service are subject to Bank’s verification and final inspection by Bank. Deposits received by 5:00PM Central Time (the “Cut-Off Time”) on a Business Day (as defined below) will be reviewed for acceptance on that Business Day. If you transmit a check image to Bank after the Cut-Off Time on any Business Day, Bank shall review and process the check image on the next Business Day. Bank will use commercially reasonable efforts to review and process each check image. Your receipt of confirmation does not mean that the transmission was error-free or complete, or that your Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the applicable Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn. For purposes of this Schedule, a “Business Day” is every calendar day except Saturdays, Sundays, and all federal holidays. Funds deposited using the Mobile Deposit Service and received before the Cut-Off Time will generally have next Business Day availability.

The Bank reserves the right to impose limits on the amount(s) and/or number of transactions made by you using the Mobile Deposit Service and to modify such limits from time to time. Funds deposited using the Mobile Deposit Service after the Cut-Off Time or on a non-Business Day (or both) will apply to the daily maximum amount for the next Business Day.

When the check image you submitted to Bank for deposit has been credited to your Deposit Authorized Account, you must retain the physical check securely for a period of 60 days following the day the check was credited to your Deposit Authorized Account. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must immediately make the original paper check available to Bank at Bank’s request, at any time. If you fail to produce the original check within 10 days of Bank’s request during the foregoing 60-day period, you authorize the Bank to deduct the amount in question from your Deposit Authorized Account, regardless of whether such deduction may result in a negative balance on your account, and to pay any such associated fees. Upon the expiration of the 60-day period, you must securely destroy the original paper check by cross shredding or using another commercially reasonable means of destruction.

You hereby authorize Bank to place an extended hold on funds in any of your accounts maintained with Bank as part of Bank’s collection process if Bank has reasonable cause to doubt the validity or collectability

of a check image. You agree that dishonored check images are the sole responsibility of your and that Bank may charge a fee for all such dishonored items.

The manner in which the checks and other transactions are cleared, presented for payment, and collected shall be, in Bank's sole discretion, subject to the terms of your Account Agreements.

7. Mobile Banking Service Availability. We will use reasonable efforts to make the Business Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of the Service (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Business Mobile Banking service in those instances, but we do not promise the Service will always be available for your use.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Business Mobile Banking, nor guaranty that you will have continuous or uninterrupted access to the Service. We are not responsible for any delay, failure or error in the transmission or content of information provided through the Service. Except as may otherwise be required by law or regulation, neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through the Service, from any inaccurate information provided through the Service, from your use of or reliance on any information provided through the Service, or from your inability to access the Service.

We may elect to discontinue the Service (or any of the services that we provide, from time to time, through Mobile Banking) at any time. In the case of a disaster, your Business Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Business Mobile Banking services, or your inability to access the Service or to execute Business Mobile Banking functions.

8. Mobile Banking Fees. We reserve the right to institute or change fees for the Service after sending you prior notice. Standard messaging charges and message & data rates may apply in connection with use of Business Mobile Banking. You are solely responsible for fees, including for web access, cellular and/or data or text message charges, that may be billed by your mobile carrier based on your individual plan. Check with your mobile carrier for details on specific fees and charges that may be applicable.

9. Security. In addition to complying with the requirements in the Security Schedule, you are responsible for maintaining the security of your Mobile Device and you are responsible for all transfers made using your Mobile Device, except as may otherwise be required by law or regulation. Business Mobile Banking will display sensitive information about your Mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information. You agree to take every precaution to ensure the safety, security and integrity of your Mobile Accounts and transactions when using the Service. You agree not to leave your Mobile Device unattended while logged into the

Service and to log off immediately at the completion of each access by you. You agree to notify us immediately if you lose, or change or cancel the number of, your Mobile Device.

10. Privacy And Information. You acknowledge that in connection with your use of Business Mobile Banking, the Bank and its affiliates and service providers, including, without limitation, Licensor, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service. The Bank and its affiliates and service providers also reserve the right to monitor the use of the Service for purposes of verifying compliance with applicable law, this Schedule and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. You agree that the Bank may collect information about your Mobile Device, system and application software in connection with offering and operating the Service and to enhance your experience when using the Service. The Bank reserves the right to employ “cookie” technology as a prerequisite for your use of the Service. You must allow the use of “cookies” or Business Online Banking may not function as intended.

11. Restrictions On Use. You agree to not use Business Mobile Banking in or for any illegal, fraudulent, unauthorized or improper manner or purpose and agree it will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations, and in accordance with any policies or requirements of Bank. You agree that you will not attempt to: (a) access the Service for which your use has not been authorized; (b) use or attempt to use a third party’s account; (c) interfere in any manner with the provision of the Service, the security of the Service, or other customers of the Service; or (d) otherwise abuse the Service, as determined by Bank in its sole discretion.

12. Mobile Banking License Rights Generally. In connection with your use of the Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to the Service) will require your agreement to certain license rights arrangements and/or end-user agreements (“Licenses”). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of the Service Software upon you affirming such Licenses by the use of a dialogue box acknowledgment (such as “I accept,”) or by other affirmative or use-based acknowledgment and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Schedule and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software to that different Mobile Device, under the same terms set forth in this Schedule. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Schedule terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision of Mobile Banking Software by other licensors and third-parties.

The Bank shall not be liable for any failure to perform its obligations under this Schedule or the Online Banking Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

For assistance with Business Mobile Banking, visit the Bank's website, call (262) 673-5800 or visit a local branch of the Bank. Do not attempt to communicate with a Bank representative via SMS Text Messaging or any form of unencrypted electronic message.



POSITIVE PAY SCHEDULE

Capitalized terms not defined herein have the meanings ascribed to them in the Base Agreement for Business Online Banking Treasury Management Products and Services (the "Agreement"). Any reference to "we," "us," "our" or the "Bank" shall refer to Forte Bank and any reference to "you" or the "Company" shall refer to the undersigned company.

Purpose

The Company has requested that (1) the Bank facilitate the Company's detection of unauthorized and/or altered checks drawn on one or more accounts of the Company maintained with the Bank ("Check Positive Pay") and (2) the Bank follow the Company's default settings in order to authorize and block certain Automated Clearing House ("ACH") entries (each an "Entry" and collectively the "Entries") from posting to the Company's accounts ("ACH Positive Pay" and together with the Check Positive Pay, the "Positive Pay Services").

Scope

By using the Positive Pay Services, the Company agrees to all terms and conditions found in this Positive Pay Schedule. It is understood and agreed that this Schedule shall supplement and be incorporated into the Agreement.

Agreement

- 1. Positive Pay Services - Checks.** Check Positive Pay will match checks presented to the Bank for payment from specified Company Account(s) ("Presented Checks") against a file (the "Positive Pay File") that you provide to us listing properly Issued Checks ("Issued Checks"). Any Presented Check that does not match an Issued Check provided in the Positive Pay File will be an exception or violation (each a "Check Exception"). The Company will be notified of Check Exceptions and will have the opportunity to approve or refuse payment on any or all of the checks with Check Exceptions.
- 2. Positive Pay Services - ACH.** ACH Positive Pay will block certain Entries from posting to specified Company Accounts in accordance with the instructions provided by you through Business Online Banking (each an "ACH Exception" and together with the Check Exceptions, the "Exceptions"). You agree that we may rely exclusively on the information provided in your instructions in implementing the ACH Positive Pay. The Company will be notified of ACH Exceptions and will have the opportunity to provide instructions on how to handle such ACH Exceptions through Business Online Banking. The Company can instruct the Bank to pay an ACH Exception or reject an ACH Exception. By using ACH Positive Pay, you agree to comply with and be bound by the operating rules of the National Automated Clearing House Association (the "ACH Rules").
- 3. Resolving Exceptions.** The Company will be responsible for reviewing and resolving all Exceptions each Business Day between the hours of 6:00 a.m. and 11:00 a.m. Central Time (the "Processing Window"). We may also contact an Authorized User directly should any Exception be filed as a result of an item presented to the Bank for immediate payment (e.g., cashing a check at a bank). We will pay or return checks with Check Exceptions or pay or return an ACH Exception, in accordance with the

instructions provided by you, provided such instruction is received during the Processing Window, as may be amended by us from time to time.

4. Handling Exceptions. If you fail to resolve Exceptions by notifying us during the Processing Window, we will reject such unresolved Exceptions and, in the case of Check Exceptions, return them as unpaid. If we are not able to contact an Authorized User with respect to Exceptions created as a result of an item presented to the Bank for immediate payment, we will reject the Exception and return it as unpaid. **We will not be liable for the return or payment of any check or Entry if we do not receive timely and accurate instructions from the Company with respect to resolving an Exception.** You waive any claim of wrongful dishonor of any such checks or any Entry returned because the Company did not provide timely instructions to pay the checks or Entries with Exceptions. We will not be bound by any instructions unless and until ratified by an Authorized User. We are entitled to rely on any instruction believed by us in good faith to be genuine and to have been signed by an Authorized User. We may change the Processing Window in our sole discretion with notice to the Company.

5. Positive Pay File. The Company must upload the Positive Pay File to the Bank's system as soon as checks are disbursed. The Positive Pay File must include, as applicable, the check payee, the check number, issue date and exact amount of each Issued Check on each Account since the date of the last Positive Pay File. The Company must adhere to the Bank's specifications, as determined by the Bank from time to time, when uploading the Positive Pay File to the Bank's system. The Positive Pay File may be created in an application approved by the Bank. The Company assumes all risks related to malfunction of computers or systems, and the Bank makes no warranty, express or implied, regarding the Positive Pay Services, its software, its computers or the use thereof and hereby disclaims any warranty of merchantability or fitness for a particular purpose. You must provide the Positive Pay File as of the date you first use Check Positive Pay.

6. ACH Instructions. The Company must set up ACH Positive Pay instructions through Business Online Banking as of the date the Company first uses ACH Positive Pay. The instructions will not be binding on the Bank unless the instructions are submitted properly and are received in such time as to provide the Bank a reasonable opportunity to act thereon.

7. Check Documents. You agree to use high quality check documents in accordance with our check printing and MICR specifications, as made available from time to time. You are responsible for assuring your checks meet the standards in the ACH Rules and acknowledges that failure to do so may cause a large number of Exceptions and be costly to the Company. **We will not be liable as a result of any errors or omissions due to the inability to decipher items due to inadequate resolution or imaging of the check documents.**

8. ACH Conversion. The Check Positive Pay will not stop payment of checks that have been converted to Entries. The ACH Rules prohibit the conversion of business checks so long as they meet the standards published in the ACH Rules. You are responsible for informing the Bank if you believe that a check has been improperly converted to an Entry.

9. Limitation of Liability. Without limiting any other provision contained in this Positive Pay Schedule or the Agreement, the Bank shall have no liability to the Company for wrongful dishonor when, acting in good faith, it rejects a Presented Check or Entry if:

- (a) The Bank reasonably believed the Presented Check or the Entry was not properly payable;
- (b) There were insufficient available funds on deposit in the Company's Account; or
- (c) The Bank was required to do so by the service of legal process on the Bank or the instructions of a regulatory or government authority or court.

We will have no liability if an incorrect action was taken as a result of an encoding error on a Presented Check. You agree and acknowledge that the Positive Pay Services are only intended to identify Exceptions and acknowledge that fraud may still occur with respect to a matched check or verified Entry through a variety of means that the Positive Pay Services are not designed or able to detect or prevent (e.g., forged endorsements, employee manipulation, etc.).