

Updated Business Online Banking Terms and Conditions

The following agreement, product schedules, and addendum included in this package establish amendments to terms and conditions applicable to HomeTrust Bank business online banking products and services.

- **Master Agreement**
- **Product Schedules**
 - **Funds Transfer Wire**
 - **ACH**
 - **Same Day ACH Addendum**
 - **Remote Deposit Capture (RDC)**
 - **Check Positive Pay**
 - **Electronic Bill Payment**



BUSINESS ONLINE BANKING AND TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

This Business Online Banking and Treasury Management Services Master Agreement (this “Master Agreement”), as may be amended from time to time, sets forth the terms and conditions of and governs any and all business online banking and treasury management services (the “Treasury Management Services” or “Services”) as provided by HomeTrust Bank, (referred to herein as “Bank,” “us,” or “we”) to a customer (referred to herein as “Customer,” “you,” or “user”). This Master Agreement is effective by and between Bank and you as of the date of your initial use of Services provided by HomeTrust, unless otherwise specified (the “Effective Date”).

MASTER AGREEMENT STRUCTURE

This Master Agreement contains “General Terms and Conditions” applicable to this entire Master Agreement in addition to Service Descriptions (each a “Service Description”), which explain the individual Services provided under this Master Agreement and provide terms and conditions relevant to each such Service. Other Treasury Management Services are only available via separate product schedules under this Master Agreement (each a “Product Schedule”). By selecting your desired Treasury Management Services using the relevant Product Schedule(s) and accepting this Master Agreement you agree to comply with the terms and conditions of this entire Master Agreement, any Service Description, Product Schedule and/or User Guides (defined herein) or other enrollment documents required to activate and provide the Services hereunder. If, following the Effective Date of this Master Agreement, you wish to enroll in additional Services described hereunder, you may do so by executing Product Schedules with the Bank. Notwithstanding any other language in this Master Agreement, Bank may accept or reject any such Product Schedule in its sole discretion. In the event an authorization form to add additional Customers (each an “Additional Customer”) has been executed as part of a Product Schedule (an “Authorization Form”), such Authorization Form shall be made an integral part of this Master Agreement. In addition to the Services described herein, the Bank may in the future incorporate, and make available to you, new Services offerings (“New Services”) under the terms and conditions of this Master Agreement. In such cases, the Bank may, in its sole discretion, either update this Master Agreement to reflect the addition of New Services offerings or provide you with a separate Product Schedule for such New Service offering.

The General Terms and Conditions and Service Descriptions contained herein together with any Service Description(s) provided in connection with any New Services offered under this Master Agreement, any applicable User Guides and/or Supplemental Agreements (as defined herein), and any attachments, exhibits or schedules hereto, as each may be amended from time to time, constitute this entire Master Agreement. The terms and conditions provided under each Service Description and/or Supplemental Agreement apply to each account (“Eligible Account” or “Account”) for which you use the Services under this Master Agreement. The recitals contained herein are incorporated into, and form a part of, this Master Agreement.

INTRODUCTION	ERROR! BOOKMARK NOT DEFINED.
MASTER AGREEMENT STRUCTURE	1
GENERAL TERMS AND CONDITIONS	3
SECURITY AND AUTHENTICATION SCHEDULE	16
SERVICE DESCRIPTIONS	19
ONLINE BANKING SERVICE	19
BUSINESS MOBILE BANKING SERVICE	21
ELECTRONIC STOP PAYMENTS SERVICE	21
ESTATEMENTS AND NOTIFICATIONS SERVICE	22

INFORMATION REPORTING SERVICE..... 22

CASH VAULT SERVICE 23

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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with each Service Description contained herein and/or provided to you by Bank in connection with a New Services offering, and each Supplemental Agreement, as applicable, will control your use of any of the Treasury Management Services offered by Bank. Each Service Description and relevant Product Schedule hereunder will contain additional terms and conditions applicable to that particular Service and each Service Description or Product Schedule provided in connection with a New Service offering will also contain additional terms and conditions applicable to that particular Service.

1. **Important Information.** This Master Agreement applies to and governs: (1) any Service or Treasury Management Service you may use at any time; and (2) any and all of your accounts with us or our affiliates, which make use of or otherwise access the Services, whether or not you have formally designated the account(s) as subject to this Master Agreement. If you designate more than one Account for use with Online Banking, we will “link” the Accounts together. In addition, Accounts of Customers added through the Authorization Form will also be “linked” to Accounts of the “original” Customer as well as other Additional Customers. This Master Agreement shall become effective with respect to a Service when a copy of this Master Agreement and all relevant Product Schedule(s), certification and resolution forms, enrollment forms, User Guides and related information are delivered to you (including by email or other electronic means) and the Bank has completed its underwriting process, if applicable. The Bank will only be responsible for performing the Services expressly provided for under this Master Agreement and/or applicable Product Schedule, and any Service Description contained herein or provided to you in connection with a New Service offering under this Master Agreement, for which you have been successfully enrolled. The Bank may contract with one or more outside vendors to provide one or more of the Services. By accepting this Master Agreement, enrolling in a particular Service, accepting applicable Product Schedules and supporting documentation, you authorize us and our outside vendors to provide the Services in accordance with this Master Agreement. If there is any conflict between the terms and conditions of this Master Agreement and the Deposit Account Agreement and Disclosures, the Master Agreement shall control, but only to the extent reasonably necessary to resolve such conflict. If there is any conflict between the terms and conditions of this Master Agreement and any Product Schedule, the relevant Product Schedule shall control, but only to the extent reasonably necessary to resolve such conflict.

Customer is not a “consumer.” Customer shall use the Services only for its own lawful business and commercial purposes. Customer shall not use the Services for or on behalf of any third party. If Customer ever uses the Services for or on behalf of any third party, Customer must immediately notify Bank. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer officers, employees, authorized representatives, Administrators and Authorized Users do not use the Services for personal, family, or household purposes or any other purpose not contemplated by this Agreement. Such usage is not authorized and will violate this Agreement. Customer shall designate an “Authorized Representative”, who is an individual authorized by Customer’s corporate resolution to accept, execute, and deliver Bank treasury services agreements and appoint and manage the Administrator(s).

2. **Services.**

- a. **Approval.** We are under no obligation to approve your use of any Service. The decision to approve your use of any one or more Services is within our sole discretion. Our records will be conclusive as to the dates on which we approve your use of such Services. For the purpose of the Master Agreement, we will be deemed to have approved your use of a Service on the date we complete the activation of the Service for you on our system. Your approval for activation of any Service, or for continued use at any time after initial activation, may be subject to underwriting criteria established by us from time to time. If we require additional information for your activation or continued use of a Service, we will communicate to you the nature and content of the information you will be required to provide to us. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our underwriting review and approval process. We may require one or more personal guarantee(s) of a principal, owner, member, partner, manager, director, or officer of the Customer in our sole discretion.
- b. **User Guides.** The Services to which this Master Agreement applies are set forth in the Service Descriptions or Product Schedules and may also be described or referenced in user guides, welcome packages, enrollment documents, processing guides, addenda and fee schedules (as updated or amended from time to time, the “User Guides”), which we will provide to you with respect to some or all of the Services. The User Guides may also contain additional terms and conditions applicable to the Services. Your use of a Service after we provide you a User Guide pertaining to such Service will constitute your agreement to adhere to and be legally bound by the terms, conditions, requirements, instructions, and information in such User Guide. Each User Guide is an integral part of this Master Agreement and when we provide a User Guide to you, or amend or update a User Guide, it becomes a part of and is incorporated into this Master Agreement. Our records reflecting

the dates on which we provide a User Guide to you will be deemed correct and accurate.

- c. **Supplemental Agreements.** Some of the Services will require you to enter into additional or supplemental agreements with us (including, without limitation, Product Schedules), or require you to complete and provide to us information or documentation in, or as part of, schedules, addenda, setup forms, input forms, or other documents we require in connection with these Services (collectively, “Supplemental Agreements”). If we approve your using one of these Services, your use or continued use of each of such Services will be conditioned on and subject to your entering into, or completing and providing to us, the foregoing when we so request. These additional or supplemental agreements, as well as any schedules, addenda, forms or other documents will be in a form and substance satisfactory to us and if so indicated, will be a part of the Master Agreement.
- d. **Third-Party Authorizations.** Some of the Services will require you to obtain authorizations from other persons. If we approve your use of one of these Services, your use of each of such Service will be conditioned upon and subject to your obtaining from these persons such authorizations and consents as we may deem necessary or otherwise appropriate. Without limiting the foregoing, each statement of authorization you provide to us must contain a release and indemnification by the person executing the authorization under which such person releases us from any liability related to or arising out of the Service and agrees to indemnify us relative to the Service. At our request, you will provide to us true and exact copies of each such authorization.
- e. **No Extension of Credit.** If a Service involves a debit to any of your Eligible Accounts or any other Account you maintain with us, you must have available, collected funds in such Accounts with sufficient amounts to enable us to make the debit. Nothing in the Master Agreement will constitute or be deemed a commitment by us to extend credit to you or for your benefit, or to grant to you any overdraft privileges. We will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by us through a person authorized to make credit decisions on our behalf.

3. **Consent to Contract Electronically.**

- a. This Consent to Contract Electronically (the “Consent”) relates to your use of the Bank's Services and electronic interfaces. Upon your initial use of the Service(s), which constitutes your acceptance of this Agreement, you consent and agree to proceed with the review of all User Guides, Supplemental Agreements (including, without limitation, Product Schedules), fee schedules, and other documents used to activate and continue the Services.
- b. By accepting this Agreement, you are agreeing: (a) to the presentation of electronic documents, agreements, and disclosures, (b) that such documents are binding contracts, and (c) that you will accept the applicable documents electronically. You acknowledge that all disclosures required by applicable law are being provided to you electronically. Specifically, you agree:
 - i. **Delivery of Agreement:** This Agreement and all User Guides, Supplemental Agreements (including, without limitation, Product Schedules), fee schedules, or other documents used to activate and continue the Services, may be delivered to you as independent documents or as amendments to terms and conditions of previously accepted and executed Agreements and other incorporated or supporting documents, including, but not limited to, Agreements and documents applicable by means of transfer or assignment. Any of these documents may be delivered using .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means (including, without limitation, use of an electronic signature service such as DocuSign).
 - ii. **Acceptance of Agreement:** This Agreement, Product Schedules, and any other related documents (as referenced above), when delivered to you as amendments to terms and conditions, do not require your signature. The “wet” or electronic signature(s) or marks on previously executed Agreements and related documents shall be recognized as your signature approval. Your use of the Services constitutes: (a) your acceptance of and agreement to the requirements, terms, conditions, and amendments, (b) your intent to enter into a binding legal agreement, and (c) that your consent to conduct business electronically applies to all documents that the Bank will provide to you or agreements that you will execute with Bank.

- iii. **Signatures:** Any documents, including any modifications to such documents, signed using electronic means are as valid and enforceable as if you executed a paper copy using a “wet ink” handwritten signature.
- iv. **Authoritative Copy:** The authoritative copy of this Agreement and any Service Description, Product Schedule and/or User Guides or other enrollment documents required to activate and provide the Services herein (the “Authoritative Copy”), shall be the electronic copy that resides in the Bank's document management system (which may include documents held by a custodian designated by the Bank, such as DocuSign). If a paper version of the Authoritative Copy is created, then both the electronic version and paper version shall be considered originals and shall both be an Authoritative Copy.
- v. **Right to Paper Records:** You acknowledge that you may request a paper copy of the accepted or fully executed documents for your records by contacting the Bank and specifying those documents you wish to receive.
- vi. **Right to Withdraw:** You may withdraw your consent to proceed with the use of electronic documents, agreements, and disclosures at any time. If you elect to cease the use of electronic documents, agreements, or disclosures, Bank reserves the right to treat this as a termination of your use of the Services and deny access to the Services. You must notify the Bank, in writing, of any intent to withdraw this Consent.
- vii. **Changes in Account Information:** You acknowledge that you must maintain current Account Information and that you must promptly notify us of any change in your e-mail or other electronic address.
- viii. **Hardware and Software Requirements:** In order to receive electronic records, you acknowledge that you must have access to:
 - 1. A current version of an Internet browser that the Bank supports,
 - 2. An Internet connection,
 - 3. A current version of a program that accurately displays PDF files, and;
 - 4. A computer and operating system capable of supporting and storing the above.
- ix. You accept the terms of this Consent.

4. Creating and Managing Senior Administrators and Authorized Account Users.

- a. **Senior Administrators.** You shall designate one individual user as a “Senior Administrator” who will oversee your use of the Treasury Management Services. Your designated Senior Administrator must, in your discretion, possess the business knowledge, authority, technical capability and trustworthiness appropriate for an individual charged with controlling the rights of other individual users to access your banking information and conduct financial transactions on your behalf. The Senior Administrator shall be designated during the Service enrollment process. The Senior Administrator shall have access to all Treasury Management Services and related accounts available to you. The Senior Administrator will be able to grant access and authority to “Authorized Users” having a degree of access and authority less than that of the Senior Administrator’s level of access and authority with respect to the Treasury Management Services Accounts and Online Banking service; however, the Senior Administrator may not delegate the authority to add or delete Authorized Users. You agree that you are responsible for any activity connected with any user that you add, including any Senior Administrator that you designate, as well as any Authorized User designated by the Senior Administrator. In the event you elect to designate more than one Senior Administrator, each Administrator shall have all capabilities and authorities described in this section.
- b. **Creating and Managing Authorized Users.** The Senior Administrator may add additional Authorized Users for the Services by use of a form acceptable to Bank, or directly through Online Banking, as may be available. Each Authorized User shall create his or her own Password or PIN (“User Password” or “Password”) and other authentication tests. For each Authorized User, the Senior Administrator may designate the activity levels, account access, and user permissions for each linked Account. ***The Senior Administrator shall have the same level of authority and privileges with regard to Additional Customers (if any) as he/she has with regard to the “original” or “primary” Customer, including, without limitation, authority over User Ids, User Passwords, Access Devices and access privileges.***

- c. **Authorized User Access.** You agree that, by granting an Authorized User "Creator" access, you will be allowing that Authorized User to transfer funds, perform account maintenance, view account transactions, and perform other services, such as stop payment, wire transfer, and ACH origination as provided under this Master Agreement. "Approver" access allows an Authorized User to view account transactions and approve and "release" the transactions created by a Creator. The Bank recommends that you not do so, but at your option following your execution of an informed consent acknowledgement, you may designate an Authorized User as BOTH a Creator and Approver with authority to both create and approve their own transactions. Granting Users the capacity to both create and approve their own transactions constitutes a waiver of the Bank's dual control security requirement. Authorized Users with "eStatements" access can only view eStatements for applicable accounts but are not granted other abilities such as, but not limited to, access to funds transfers or account maintenance. "Remote Deposit" access grants Authorized Users the ability to deposit checks into applicable accounts within previously determined parameters using approved scanners, but does not grant other abilities such as, but not limited to, access to balances, transaction history, funds transfers, or account maintenance. You are responsible for ensuring that the authority of a user (or users) to access the Treasury Management Service is revoked when such user(s) is/are no longer authorized to access the Services (including, without limitation, when such user has left your employment). In addition, you are responsible for ensuring the authority of an Authorized User with respect to a particular Service (or Services) is revoked when such Authorized User is no longer authorized to access such particular Service(s) (including, without limitation, when such Authorized User's employment with your organization is terminated or his or her responsibilities or position change within your organization). You must also notify the Bank in writing of any such revocation of authority. A designated Customer Authorized Representative of this Master Agreement or a Senior Administrator shall have the right to revoke access of an Authorized User. The method of changing access rights is more fully explained in subsection (e).
- d. **Account Designations/Authorizations.** You will need to designate which accounts will be utilized for payments and transfers. If you designate an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any instruction that is accompanied by the, User ID(s) or User Password(s) designated by you, your Senior Administrator, and/or the Authorized User for that account and the banking service in question. (***Note: This may mean that we will act upon the instruction of only ONE person, even though the signature card for the account in question requires two or more signatures on checks.***) If an instruction pertaining to a particular Service is accompanied by the designated User ID(s) or User Password(s), the transaction will be deemed authorized by you, the Senior Administrator or Authorized User, as applicable. The terms of this Agreement will override any Account documents, corporate resolutions, or signature cards as to this issue.
- e. **Notification of Revocation of Authority.** You are responsible for informing the Bank any time a person associated with your business and listed as a Senior Administrator or Authorized User, as applicable, has his or her authority revoked. You must also notify the Bank any time you wish to designate a new Senior Administrator. Only a designated Customer Authorized Representative of this Master Agreement (or other Authorized Representative with similar authority) may revoke a Senior Administrator's rights. For security, one Senior Administrator may not terminate the rights of another Senior Administrator. You shall notify Bank within one (1) business day of the removal/termination of a Senior Administrator or Authorized User. You are responsible for the actions of persons who have had their authority to access and use the Services revoked until you give the Bank notice of revocation of such authority and the Bank has had adequate time to act on such notice. Such notice must be given separately from any other notices given to other Bank departments, by calling us at 800-627-1632. You may also write us at: HomeTrust Bank, Attn: Customer Care Center, P.O. Box 10, Asheville, NC 28802-0010.

5. Security.

- a. You agree to comply with all security measures and procedures for access to and use of the Services as specified by us in this Master Agreement as may be modified from time to time. These security procedures ("Security Procedures") will involve required access devices, including user identification codes, Company IDs, passwords, PINs tokens, keys, security devices, embedded algorithms, digital signature and certifications and other related materials ("Access Devices"), which may be subject to periodic change. For avoidance of doubt, these Security Procedures shall apply to Additional Customers, if any. The current requirements will be set forth in the "Security and Authentication Schedule," as may be amended from time-to-time. You agree to maintain the confidentiality and control of all Access Devices and to take all reasonable precautions to safeguard the Access Devices and prevent unauthorized access to your account(s) and any Access Devices. Customer is responsible for maintaining the security of its data and ensuring that its systems are secure and adequately backed up. Customer shall take all commercially reasonable measures and exercise all commercially reasonable precautions to prevent the unauthorized access, disclosure or use of all Access Devices associated with or necessary for customer's use of the Services. You are responsible for the security of all such access devices, usernames, PINs and passwords. The Bank will have

no liability if you or your employees disclose the Access Devices or disclose the Security Procedures. Any such disclosure will be treated as your consent to provide this information to that third party and provide him/her/them with access to your account. Your use of a Service constitutes your agreement that the security procedures for that Service are commercially reasonable. We may change our Security Procedures at any time and will notify you of any such change. You agree to promptly implement the change upon receipt of our notice. Use of the Service after we provide notice of a change constitutes your acceptance of the changed Security Procedures. We may deny you access to a Service if you do not accept an updated Security Procedure or execute a proper waiver of the additionally offered security products. We also may set up Customer limits for a Service, including but not limited to ACH, wires, funds transfers, bill payment, RDC, and any other Services contemplated under this Master Agreement, which limits may be changed from time to time in our sole discretion.

- b. You agree that you are solely responsible for ensuring that Access Devices are assigned and accessible only to Senior Administrators and Authorized Users who have authority to access and use the Services and your accounts. You agree to train such persons with respect to the proper use and implementation of the Security Procedures and Access Devices and to provide ongoing and regular oversight and monitoring of those procedures, any Senior Administrator, any Authorized Users, and any Access Devices. You agree to establish and maintain your own internal security procedures and controls to ensure and promote the protection and confidentiality of the Security Procedures and the Access Devices. You will be solely responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with the required Security Procedures. Additional users added to your account(s) are added at the Customer's sole risk and responsibility.
- c. You have sole responsibility for ensuring that your computers or other electronic equipment used to access and make use of the Services are within your custody and control, secure and free from all types of electronic viruses and malware that may compromise their security or the security of the Access Devices. You acknowledge and understand that the Services are accessed through the Internet, which is a public system over which the Bank has no control and that, accordingly, you should only use a computer or other electronic device to enter any requests under the Services that is in a secured location and that is used only by your Senior Administrators and Authorized Users and that your network and network hardware is secure. You further agree that it is your responsibility to set up, maintain and review your security arrangements, and to update, maintain and properly use industry standard security products that are appropriate for you, including firewalls, anti-virus protection, anti-spyware protection, and patches that apply to a known exploitable vulnerability. You agree that no individual will be allowed to access and make use of the Services without proper supervision and strict security controls. Bank shall be fully protected in relying on the correct Access Devices and absent a breach of security in the Bank's internal systems, or any circumstances where the Bank does not act in good faith, Bank shall have no responsibility for and you assume full responsibility for, any erroneous, fraudulent, mistaken, illegal or wrongful use of the Services resulting from a breach of security, including a breach of security occurring on or in connection with your systems, including without limitation any use of the Services resulting from any viruses, Trojans, worms, phishing, pharming, keylogging or other fraudulent activity enabled by malware or other destructive or disruptive components, regardless of the source or cause.
- d. To further enhance your security, you agree to follow these minimum general safety guidelines:
 - i. You, your Senior Administrator, and your Authorized Users will never walk away from your computer while logged on to the Services.
 - ii. You, your Senior Administrator, and your Authorized Users will check your account balances and activity daily and report any suspicious activity immediately to the Bank.
 - iii. You, your Senior Administrator, and your Authorized Users will memorize the codes that are part of your Access Devices and change them regularly.
 - iv. You, your Senior Administrator, and your Authorized Users will never disclose any of the Access Devices to any person other than the Senior Administrator and Authorized Users.
 - v. You, your Senior Administrator, and your Authorized Users will create complex passwords. Such passwords must be a minimum of eight characters, and should include numbers, letters and special characters. Such passwords will never be shared with or disclosed to the Senior Administrator or other Authorized Users.
 - vi. You, your Senior Administrator, and your Authorized Users will read and stay abreast of industry best practices for Online Banking security, as may be available through articles, white papers, or other paper or electronic

resources and may be updated from time to time.

- vii. You, your Senior Administrator, and your Authorized Users will read the Bank Business Online Banking "Security Best Practices" and follow the guidance contained therein, including any updates, notices, or warnings from the Bank.
 - e. You are required to put in place internal controls to ensure that all external requests for transfers of funds using the wire transfer or ACH origination Services are approved by a person other than the person inputting, sending, or delivering the request to the Bank ("Dual Control"). This is created through the use of company level settings and/or Authorized User permissions. (Note: Dual Control is available for the Bill Payment Service but is not a requirement; however, it is recommended that Customer use Dual Control for this Service.) If Customer determines that, notwithstanding Bank's requirement, it wishes Bank to accept and process external funds transfer requests with the approval of only one Senior Administrator or Authorized User, Customer shall sign a waiver form, and shall be bound by any payment order (whether or not authorized) issued in the Customer's name and accepted by the Bank pursuant to the approval of such designated Senior Administrator or Authorized User. In the event of unauthorized access to the Accounts, you will be responsible for such access if such access could have been prevented by use of Dual Control and you elected to decline this additional security. The Bank may at any time impose qualifying criteria, including but not limited to rules, limits or thresholds ("Qualifying Criteria") under which you are not eligible to waive Dual Control requirements and which may be amended from time to time. If Dual Control is required by the Bank without exception, prior executed waiver forms will have no effect for the full period of time under which Dual Control is mandatory and/or utilized.
 - f. If an Entry or Request (or a request for cancellation or amendment of an Entry or Request) received by Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as the Customer's authorized Entry or Request and the Customer shall be obligated to pay to Bank the amount of such Entry or Request, even if the Entry or Request was not authorized by the Customer, provided that Bank accepted the Entry or Request in good faith and acted in compliance with the Security Procedures referred to in this Agreement.
 - g. If an Entry or Request (or request for cancellation or amendment of an Entry or Request) received by Bank was transmitted or authorized by Customer, Customer shall pay to Bank the amount of the Entry or Request, whether or not Bank complied with the Security Procedures referred to in this Agreement with respect to that Entry or Request and whether or not that Entry or Request was erroneous in any respect or whether that error would have been detected if Bank had complied with such procedure.
6. **Laws and Regulations/Governing law.** You hereby acknowledge and agree that you, your Senior Administrators and Authorized Users will access and use each Service only as permitted under this Master Agreement and only for legitimate business purposes, so as not generate transactions that violate the laws or regulations of the United States, or the State of North Carolina, to the extent applicable, or any other applicable law or regulation, including the rules issued by the National Automated Clearing House Association or "NACHA." This includes but is not limited to: sanction laws administered by the Office of Foreign Assets Control ("OFAC"). It shall be your responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's web site at www.ustreas.gov/ofac).
7. **Credit and Audit Review.** The Bank's approval of your use of the Services is subject to satisfactory credit and audit review by the Bank as may be conducted from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. If we require application of underwriting criteria for use of any of our Services, we will communicate the nature and content of that criteria and the information required. You agree to provide us such financial, business and operational information as we may reasonably request in connection with our underwriting and approval process and ongoing eligibility process for your use of the Services. Your failure to meet our underwriting criteria in the sole discretion of the Bank or to provide the required financial, business and operational information when requested shall constitute a breach of this Master Agreement and shall permit the Bank to immediately terminate this Master Agreement and the Services provided hereunder.
8. **Site Inspection and Visitation.** We may perform an on-site inspection at any location of your businesses at any time and from time to time in our sole discretion to ensure compliance with the provisions of this Master Agreement. The Bank shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt your data, whether related to the transmission of data to the Bank, or whether caused by the equipment, Service, the Bank, Internet service providers,

Internet browsers, or other parties providing communication services to or from the Bank to you in connection with the Bank's entry on your premises for the purposes of installation or maintenance of equipment and service, and for the purpose of conducting an on-site inspection.

9. **Equipment & Software.** You will be responsible, at your cost, for providing, installing, operating, and maintaining computers and other systems capable of accessing and using the Services. You will conform your computers and systems to the requirements necessary to access and otherwise use the Services. We may change these requirements from time to time in our sole discretion. If we provide or some other person provides software and associated documentation to you for use of a Service, you will use the software in accordance with the terms of the license that accompanies the software. You are responsible, at your cost, for the correct set-up and installation of all software. Due to periodic upgrades in software, new releases may be issued. If there is a fee associated with a new release, you will pay this fee. You are responsible, at your cost, for the installation, maintenance, and support of any new releases of software. You will immediately return to us any software and associated documentation upon cancellation of this Master Agreement or any Service provided hereunder, or earlier upon demand by us.

10. **Confidentiality.**

- a. Any materials, software, documentation and other information provided by the Bank to you in connection with the provision of any Service pursuant to this Master Agreement constitutes confidential information of the Bank, which you agree to keep strictly confidential. You agree to maintain the confidentiality of, and not disclose, any Access Devices or other security procedures put in place to access the Services other than to those Senior Administrators, Authorized Users, or employees with a need to know. You may use any materials we provide you only for the purposes for which they were provided and you agree to notify the Bank promptly by telephone, confirmed in writing if any materials are lost or if the confidentiality of any materials or Access Devices or other security procedures are compromised.
- b. You agree that you shall have sole responsibility for the custody, control and use of the Services and that no individual will be allowed to initiate an Entry, Request or other instruction to use one or more of the Services without proper authorization and supervision, and implementation of your security controls. If a Service requires the use of Access Devices, or other security measures, Bank will be fully protected in relying on any request that uses the correct user Access Device or other security measures.
- c. Your obligations under this provision shall survive termination of this Master Agreement.

11. **Term and Termination**

- a. **Term.** This Master Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- b. **Termination for Cause.** Notwithstanding any other language in this Master Agreement, we may terminate this Master Agreement, including without limitation any Service Description provided hereunder, any Service Description provided to you in connection with a New Services Offering, and any applicable User Guides, Product Schedules and related agreements and fee schedules if any of the following events occur: (i) a material adverse change in your financial condition, (ii) a material adverse change in your business, business procedures, products, or services, (iii) excessive item returns, fraud, or any other circumstances which, in Bank's sole discretion, may increase Bank's potential exposure for item returns, or otherwise present a financial or security risk to Bank, (iv) any representation or warranty provided by you under this Master Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; (v) your default in any material respect in the performance or observance of any term, covenant, condition, or agreement contained in this Master Agreement, (vi) your failure to comply with the agreement(s) governing your deposit or loan accounts or your failure to maintain such accounts in good standing, (vii) we have reason to believe that an unauthorized transaction has taken or may take place involving your use of the Services or an account used in connection with the Services; or (viii) the commencement of a Bankruptcy Proceeding by or against you. "**Bankruptcy Proceeding**" means (A) that you or any of your subsidiaries or any affiliates shall: (a) commence a voluntary case under the United States Bankruptcy Code, as amended, or other federal bankruptcy laws (as now or hereafter in effect); (b) file a petition seeking to take advantage of any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body; (c) consent to or fail to contest, in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other applicable laws or consent to an Involuntary Bankruptcy Proceeding; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the

appointment of, or the taking of possession by, a trustee, receiver, custodian, liquidator, or similar entity of such company or of all or any substantial part of its assets, domestic or foreign; (e) admit in writing its inability to pay its debts as they become due; (f) make a general assignment for the benefit of creditors; (g) make a conveyance fraudulent as to creditors under any applicable law; or (h) take any action for the purpose of effecting any of the foregoing; or (B) that a case or other proceeding shall be commenced against you or any of your subsidiaries in any court of competent jurisdiction, or through any regulatory agency or body, seeking: (a) relief under the United States Bankruptcy Code, as amended, or other federal bankruptcy laws (as now or hereafter in effect) or under any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts; or (b) the appointment of a trustee, receiver, custodian, liquidator or the like of such company or of all or any substantial part of the assets, domestic or foreign, of such company or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body.

- c. **Termination Without Cause.** Either party may terminate this Master Agreement for any reason upon thirty (30) days written notice.
 - d. **Termination for Convenience.** To terminate this Master Agreement, you must provide written notice to the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of such Service(s). Your final charge, if any, for the Services will be assessed at the end of your statement cycle. You may notify the Bank regarding termination by telephone, e-mail, or by writing a letter, using the contact information set forth on Bank's most current records for Customer. You may also write a letter and give it to a Customer Service Representative at any of the Bank's locations.
 - e. **Termination for Inactivity.** We may terminate this Master Agreement, including without limitation any Service Descriptions or Product Schedules if you do not access or make use of the Services offered hereunder during any consecutive 180-day period. If the Treasury Management Services are terminated, you must contact us to have the Treasury Management Services reactivated before you will be able to schedule any transactions using the Services.
 - f. **Effect of Termination.** If you choose to terminate Treasury Management Services, any unprocessed payments will not be canceled. You must therefore cancel any prescheduled fund transfers prior to notifying us that you are discontinuing the Treasury Management Services. The Bank will terminate the Online Banking service within two (2) Business days from the date we receive your request to discontinue Online Banking. However, the Bank will not be responsible for any unprocessed or scheduled payments that are made after you terminate Online Banking. Termination of Online Banking, by itself, does not terminate your Bank account or account agreements. Termination of this Treasury Management Services Agreement or any Schedule shall not impact any right or obligation arising prior to termination, including without limitation any indemnification obligations or obligations created by payment or debit instructions you processed through the Bank—which may be honored in Bank's discretion.
12. **Overdrafts.** With respect to the provision of any Service, the Bank may, in its sole discretion, allow an overdraft to occur in your account(s). Except as Bank may agree otherwise, you must repay Bank immediately, without demand, the amount of the overdraft plus any overdraft charges. The fact that the Bank may previously have allowed you to incur an overdraft does not require the Bank to allow such overdrafts in the future. Any overdrafts shall be subject to the terms and conditions with respect to overdrafts contained in the Deposit Account Agreement and Disclosures and/or this Master Agreement, including without limitation any Service Description provided hereunder, any Service Description provided to you in connection with a New Services Offering, and any applicable User Guides, Product Schedules and related agreements and fee schedules. Overdrafts are separate and distinct from any overdraft line of credit or offset accounts that you may have linked to your account(s). Such overdraft privileges are governed by the terms of the agreement(s). We may offset funds in one or more of your accounts either before or after creating an overdraft situation in order to process debits to create an overdraft.
13. **Security Interest in Accounts and Settlement Reserve.** You grant us a security interest in all account(s) or other deposits (whether general or special) of yours at the Bank, and in all funds in such accounts or other deposits, to secure your obligations to us under this Master Agreement and/or any applicable Service Description. This security interest will survive termination of this Master Agreement. We may hold any funds on deposit with us by you after termination of this Master Agreement for a reasonable period following the expiration of any return or chargeback period.
14. **Your Representations and Warranties.** You represent and warrant to the Bank on each day on which a Service is provided as follows:

- a. You are a business entity duly authorized, validly existing and in good standing under the laws of the United States, or the laws of the state in which you were organized;
- b. You have all requisite power and authority to enter into this Master Agreement, which constitutes a duly authorized, legal, valid, binding and enforceable obligation. Your acceptance of this Master Agreement, and any other corresponding Product Schedule, Service Description, Schedule or Addendum incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who accept, approve, or execute the application for the services contemplated under this Master Agreement or any applicable Service Description on your behalf is each duly authorized by you to do so;
- c. The performance of your obligations under this Master Agreement will not result in a breach of your organizational documents or of the provision of any material contract to which you are a party or by which you are bound;
- d. Any transaction contemplated hereby will not be in violation of state or federal law;
- e. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions, maintenance of proper security procedures, and any record keeping requirements with respect thereto;
- f. Your use of any Service or New Service, as applicable, under this Master Agreement will not facilitate or result in any illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 *et seq.*, or otherwise violate any law, regulation, judgment, decree or order that may apply to you;
- g. Your use of the Services pursuant to this Master Agreement are for business purposes only and you will not use the Services primarily for personal, family or household use;
- h. There is no lawsuit pending or threatened against you which, if lost, would impair your financial condition or ability to pay Bank under the terms of this Master Agreement;
- i. Any information you provide us in connection with your application for one or more of the Services is accurate and complete as of the time it is provided, and you will promptly notify us of any material change in that information; and
- j. To the extent that you appoint a “Third Party Agent” (auditor, CPA, property manager, business manager, *etc.*) to perform any activities relating to a Service under this Master Agreement, you are solely responsible for all actions and obligations of such Third Party Agent as if such actions were your direct actions and obligations. You acknowledge that, among other things, this means that you are liable for the Third-Party Agent’s breaches of warranties and obligations, including liability for indemnification for such breaches, as if you had breached such warranties and/or obligations. You shall undertake all appropriate due diligence of, and investigation into the business, operations, intellectual property and other rights, financial and other conditions, or rights and creditworthiness, of any Third Party Agent based upon documentation and other information you have deemed appropriate and used to make your own decision to enter into a relationship with any Third Party Agent. Your agreements with any Third Party Agent must include a provision allowing Bank to conduct, upon reasonable notice and during normal business hours an on-site inspection of Third Party Agent’s books, records and premises, to ensure compliance with the requirements of this Master Agreement as it relates to any Service with regard to which such Third Party Agent acts on your behalf.

15. Account Agreement Fees.

- a. You agree to maintain and designate to Bank one or more account(s) to be used for debiting or crediting all payments and deposits and related adjustments and charges. Any such account(s) established by you in connection with the Services offered hereunder by the Bank shall be governed by this Master Agreement. Bank may also require that you maintain minimum balances in designated accounts to avoid certain fees. Should your balances fall below these requirements, you may be assessed fees as set out in the Bank’s fee schedule (“Schedule of Fees”).
- b. You agree to compensate Bank for all accounts and Services that Bank provides pursuant to this Master Agreement, including without limitation any Service Description provided hereunder, any Service Description provided to you in connection with a New Services Offering, and any applicable User Guides, Product Schedules and related agreements as may be in effect from time to time that apply to the Services. You agree to keep collected and available funds on deposit in its account

sufficient to cover any fees or other obligations incurred under this Master Agreement.

- c. Bank may amend service fees, in aggregate or individually, at any time, as set forth in its Schedule of Fees. To the extent that such changes adversely affect you, the Bank will use commercially reasonable efforts to give notice to you of such changes, in accordance with applicable law, or as may otherwise be agreed between Bank and you.

16. Oral Instructions/Changes.

- a. Except as otherwise may be required to comply with the Bank's security procedures or the requirements of any particular Service, Bank may rely on oral instructions from a Senior Administrator who identifies himself or herself by name and is authorized by you. Except as otherwise stated in this Master Agreement, the Bank is not required to act on any instruction from any person or to give notices to any person.
- b. You may request from time to time that the Bank change the processing instructions for a Service. The Bank is entitled to rely on any such requests from you or your Senior Administrator and must be given a reasonable opportunity to act upon any such request prior to being obligated under any requested change. For certain changes, the Bank may require the request to be in writing in a form and manner acceptable to the Bank from an authorized person as reflected on the authorized person list. Certain requests may be subject to Bank approval.

- 17. Accuracy of Data.** You have sole responsibility for confirming the accuracy and validity of all information, data, Entries, Requests and processing services prepared by you and delivered to us (and vice versa) in connection with any Service. You agree to carefully review all records, statements and other information provided to us by you (and vice versa) and to report any discrepancies within thirty (30) business days of your receipt of the record or other information. Your failure to report to us the existence of any discrepancies in any record or other information constitutes your acceptance of the record or other information as valid and accurate, and you shall be precluded from asserting any discrepancy against us.

- 18. Electronic Notices.** PLEASE READ THIS SECTION 18 CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT ELECTRONIC NOTICES. By accepting this Master Agreement and/or a Supplemental Agreement (including, without limitation, a Product Schedule) for any online Services, Customer thereby gives its consent for us to deliver to Customer any required disclosures and other notices concerning such Services by e-mail or other appropriate electronic means, including notices posted within the online banking portal. Customer may withdraw such consent to receipt of electronic notices and required disclosures or change Customer's e-mail address or electronic contact information by a message to Bank by mail at Bank's notification address above, or by fax or e-mail using Bank's fax, telephone number or e-mail address as communicated to Customer at the time, subject to Bank's confirmation of receipt. If Customer withdraws consent, we reserve the right to terminate Customer's participation in these Services. Before Bank will send to Customer electronically any disclosures or notices that would otherwise be required by applicable law or regulation to be made available to Customer in writing, Bank may send Customer an e-mail message and ask Customer to confirm that Customer can access the electronic information in the form in which it will be provided. After providing this confirmation, Customer may still request a paper copy of a disclosure or notice provided to Customer electronically by writing to Bank at the address above and identifying the disclosure or notice Customer is requesting. A fee may be charged for a paper copy of the electronic information. Customer may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. *E-mail may not be a secure method of communication.* Thus, we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (such as to report a lost or stolen Access Device, or unauthorized activity). In such cases, do not use e-mail. Instead, Customer should contact Bank's Customer Care Center at its telephone number published from time to time.

- 19. Limits on Transactions.** The Bank may set limits on the volume, amount, or payees of transactions. You will be notified of your limits during the Online Banking enrollment process. Should you exceed these limits (or other limits set by the Bank) you will be notified electronically of the rejection of such instructions. You agree that the Bank may reject such instructions if you are notified electronically within twenty-four (24) hours of such denial of the transaction instructions.

- 20. Independent Contractor Relationship.** Except as may be otherwise expressly provided in this Master Agreement, it is understood and agreed between the Parties that the Bank is an independent contractor and not an employee, partner, joint venturer, or agent of the Customer.

- 21. Severability.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

22. Waiver. Any waiver (expressed or implied) by either party of any default or breach of this Master Agreement must be in writing and shall not constitute a waiver of any other subsequent default or breach. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

23. Limitation of Liability. We will be responsible only for performing the Services expressly provided for in the Master Agreement and shall be liable only for actual damages incurred by you as a result of our gross negligence or willful misconduct in performing those Services. We will not be responsible for any loss, delay, cost, or liability that arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, the actions or omissions of your officers, employees, agents, Senior Administrator or Authorized Users, or the actions or omissions of those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, loss, corruption or delay in the transmission or delivery of data, records, or items due to a breakdown in any computer or communications facility; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, terrorism, acts of war, market disruptions or moratoriums, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy, or regulation; (h) the lack of available funds in your account to complete a transaction; or (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by UCC Article 4A.

Regardless of the degree of culpability or the nature of the claim against the Bank, we will not be responsible, under any circumstances, for any special, consequential, punitive, or indirect damages that you incur in connection with the Services, even if we are aware of the possibility for such damages. This provision shall survive the termination of all Services.

24. Force Majeure. Bank shall not be liable or responsible for inability to perform, delays or errors that occur by reason of acts of civil or banking authorities; national emergencies; labor disruptions; acts of God; insurrection; war; power supply failure; malfunctions or unavoidable difficulties with Bank's equipment; acts or delays by or failure to act by any carrier and/or agent Bank may use to carry out the services to be provided under this Agreement; or any other cause or condition beyond Bank's control.

25. Miscellaneous. Unless expressly provided otherwise in this Master Agreement or a Product Schedule, "Business Day" means every Monday through Friday, excluding Federal Reserve holidays and any other day the Bank is not open for business. You agree to provide to the Bank, before the Bank begins providing any Services to you pursuant to this Master Agreement, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification. Bank may supply you with certain hardware and/or software owned by or licensed to the Bank to be used by you in connection with the Services. You agree that all such software is and shall remain the sole property of the Bank and/or the vendor of such software. You agree to comply with all terms and conditions of all such license agreements and other documents to which you agree to be bound. You acknowledge that Bank may require you to have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, Internet access and services and other service equipment and/or software. Such system requirements must be obtained and maintained at your own expense in good working order and must meet our requirements for the Services, including security protections. You acknowledge that we may make changes to our system requirements from time to time as we deem necessary and that you are responsible for the cost of any such changes. You agree at your own expense to cause a computer to be installed that is acceptable to the Bank for use of any software supplied by Bank. Such computer shall be kept in good condition and working order, free of viruses, malware or other intrusions and with appropriate security protocols. Unless otherwise agreed in writing, you shall be responsible for the payment of all costs of software, installation of any software provided to you in connection with the Service as well as installation, training, and maintenance and repair of all hardware required on your premises for the successful operation of the software.

26. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND/OR ANY EQUIPMENT, HARDWARE, SOFTWARE, INTERNET OR OTHER SERVICES PROVIDED BY US OR A VENDOR, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES AND/OR EQUIPMENT, HARDWARE, SOFTWARE, INTERNET OR OTHER SERVICES PROVIDED BY US OR A VENDOR WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, AND WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. You acknowledge there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and/or telecommunications lines or circuits and you hereby assume all such risks. If any of these disclaimers are limited or prohibited by law, we make only the warranties specifically permitted by applicable law.

27. Indemnification. You hereby agree to reimburse, indemnify, protect, defend and hold Bank, its affiliates and its officers, directors, employees and agents harmless, from and against, any losses, claims, liabilities, fees (including attorneys' fees, costs and investigatory fees) fines or penalties, of any kind whatsoever ("Damages") arising out of or in any way connected with the performance by Bank, its officers, directors, agents and employees, or the Services, including without limitation (a) any actions or omissions taken by Bank in reliance upon the instructions of any of your employees, officers, agents, or third-party agents; (b) any claim of any person that Bank is responsible for any of your acts or omissions or the acts or omissions of any other persons; (c) any failure on your part, or the part of your officers, employees, agents, or third-party agents to comply with this Master Agreement, Service Descriptions, User Guides, Supplemental Agreements or any other applicable law, rule or regulation; (d) any damage or injury to you or any third parties asserted to have arisen out of the Bank's performance of its duties and obligations under this Master Agreement; (e) any negligence or willful misconduct on your part or the part of your employees, directors, officers and agents; and (f) any unauthorized use of the Credentials by unauthorized persons, unless the action complained of was caused by Bank's gross negligence or willful misconduct. This indemnification shall survive the termination of this Agreement. This indemnification includes any Damages caused by Bank's reliance on instructions received from you or that the Bank believed were received from you following authentication procedures agreed upon by you and the Bank.

28. Entire Agreement. This Master Agreement, including without limitation any Service Description provided hereunder, any Service Description provided to you in connection with a New Services offering, and any applicable User Guides, enrollment forms and related Supplemental Agreements (including, without limitation, Product Schedules) and any exhibits or schedules attached hereto represent the entire agreement between the parties with respect to the Services and replaces and supersedes all prior agreements between you and us with respect to the Services. This Master Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing contained in this Master Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and the Bank.

29. Arbitration and Waiver of Jury Trial. You and Bank agree that the transactions contemplated in this Master Agreement involve "interstate commerce" under the Federal Arbitration Act ("FAA"). EVERY CONTROVERSY OR CLAIM BETWEEN CUSTOMER AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IS IN ANY WAY RELATED TO OR RESULTING FROM, THIS AGREEMENT, THE SERVICES OR ANY OTHER SERVICES PROVIDED BY BANK, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE CONDUCTED BY AN ATTORNEY LICENSED IN THE STATE ENCOMPASSING THE BRANCH OF THE BANK AT WHICH THE CUSTOMER TRANSACTS BUSINESS. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR SHALL HAVE EXPERIENCE IN COMMERCIAL BANKING TRANSACTIONS. CUSTOMER AND BANK SHALL MUTUALLY SELECT AN ARBITRATOR. IF CUSTOMER AND BANK CANNOT MUTUALLY SELECT AN ARBITRATOR, EACH SHALL SELECT AN ATTORNEY TO ACT AS A LEGAL REPRESENTATIVE AND THOSE TWO ATTORNEYS SHALL MUTUALLY SELECT THE ARBITRATOR. THE ARBITRATION SHALL BE CONDUCTED PURSUANT TO THE PROCEDURAL RULES (AS AMENDED) OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES (THE "ARBITRATION RULES"). THE ARBITRATION SHALL BE CONDUCTED IN A CITY OF CUSTOMER'S CHOOSING WITHIN 100 MILES OF THE BRANCH OF THE BANK AT WHICH THE CUSTOMER TRANSACTS BUSINESS (SO LONG AS SUCH LOCATION IS IN THE SAME STATE AS THE STATE OF THE ARBITRATOR BASED ON THE "SELECTION" CRITERIA ABOVE). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) CUSTOMER WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CUSTOMER WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) CUSTOMER WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL. This agreement to arbitrate disputes will survive the closing of Customer's Accounts and the termination this Agreement.

30. Exception to Binding Arbitration. Bank agrees not to invoke its right to arbitrate any individual claim you bring in small claims court or an equivalent court of limited jurisdiction (if such claim involves less than \$15,000 amount in controversy) so long as the claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to account funds by different parties.

31. Amendments to Master Agreement. We may amend the terms of this Master Agreement, including without limitation any Service Description provided herein, any Service Description provided to you in connection with a New Services Offering, any applicable Product Schedules, User Guides, enrollment forms and related agreements and fee schedules, at any time by providing you with prior notice. We shall provide thirty (30) calendar days' prior notice of amendments unless otherwise expressly provided in this Master Agreement (including, without limitation, any applicable Product Schedule). Your use of any service governed by this Master Agreement after the designated notice period will constitute your agreement to adhere to and be legally bound by the terms, conditions, requirements, instructions, and information in the documents, including all amendments. Our records reflecting the dates on which we provide amended documents to you will be deemed correct and accurate.

This Master Agreement may not be assigned without prior written approval of the Bank. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of our Service(s). In the event that any provision of this Master Agreement, including without limitation any Service Description provided hereunder, any Service Description provided to you in connection with a New Services Offering, any applicable Product Schedules, User Guides, enrollment forms and related agreements and fee schedules shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law

32. Notices. We may send notices or otherwise communicate with you orally, in writing by letter or by electronic communication (e-mail), by statement message, or by electronic notification through the online banking portal, and you consent to receive messages by any of these methods. Notices are effective on the date stated in the communication or if no effective date is noted, on the date sent. Your use of a Service after the effective date means that you have accepted the notice or communication. You agree to provide us with your current e-mail address and U.S. mail address and update us immediately if there are any changes to either address. Notices to us may be made to your Treasury Management Service officer and must also be sent to the following address:

To Bank:
HomeTrust Bank
Treasury Management Dept.
10 Woodfin Street
Asheville, NC 28801

To Customer:
At the latest primary address shown on Bank's books and records for Customer, as reasonably determined by Bank.

33. Governing Law. This Master Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state in the United States of America in which the applicable Account (or principal Account in the case of multiple accounts) associated with the Services being provided is housed. In the event of any dispute is not subject to the prior arbitration provisions or such arbitration is deemed by the arbitration tribunal to be unenforceable, such disputes shall be resolved *exclusively* in the state or federal courts located in the county and state in the United States of America in which the applicable Account (or principal Account in the case of multiple accounts) associated with the Services being provided is housed by the Bank.

[End General Terms and Conditions – Remainder of Page Intentionally Left Blank.]

1. You acknowledge and agree that the following Security Procedures will apply with respect to your use of the Services. You must comply with the Security Procedures described herein with respect to any instructions transmitted by you to the Bank. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of any instructions. No security procedure for the detection of any such error has been agreed upon between the Bank and you.
2. You acknowledge that, following consideration of the Security Procedures proposed herein, the Bank's systems and procedures established for providing the Services under this Master Agreement, including without limitation Bank's Security Procedures, are commercially reasonable. The Bank shall not be responsible for any error in the transmission or content of any instructions.
3. You agree that in order to access the Services, the Bank may, in its sole discretion, require you to use Security Procedures that may change from time to time and that may include without limitation, hardware and/or software solutions. You acknowledge that (i) the Bank reserves the right to change its Security Procedures from time to time and (ii) your continued use of the Services following notice of such changes shall constitute your acceptance of any new Security Procedures as commercially reasonable.
4. **NOTE:** If instructions (or a request for cancellation or amendment of instructions you provided) received by the Bank purport to have been transmitted or authorized by you following the Security Procedures, it will be deemed effective as your Entry (or Request) and you shall be obligated to pay the Bank in accordance with such instructions even though the Entry (or Request) was not authorized by you, provided that the Bank accepted the instructions in good faith and acted in compliance with the Security Procedures.
5. **Authorized Representative, Senior Administrators and Authorized Users.** You understand that the Bank (i) may only work with your Authorized Representative to implement changes to company accounts; (ii) may only work with your designated Senior Administrators in order to implement changes to user access, account controls, and service limits; and (iii) may work with any Authorized User for support assistance involving the Services.
6. **Security Procedures:** The Security Procedures with regard to instructions transmitted to the Bank via the Services shall include the following:
 - a. **Company ID:** the authorization of Customer and the assignment by Bank of a business ID for use by all designated Senior Administrators and Authorized Users ("Company ID"),
 - b. **User ID:** the authorization of Authorized Users and the assignment by Bank of individual IDs for such Authorized Users (each, a "User ID"),
 - c. **Password:** the creation by each Authorized User of an individual User Password, which must be used in conjunction with a User ID to access the Services,
 - d. **Challenge Questions:** the use of a limited number of challenge questions to verify the identity of the Authorized User in the event unusual login or transaction activity is detected,
 - e. **Out of Band Authentication:** Where required by Service, the use of an Out of Band Authentication procedure for each Authorized User, which is comprised of two components: (1) Entry of an Out of Band Authentication PIN, distinct from any log-in PIN, and created by each Authorized User within their online banking settings, and (2) Entry of a time sensitive authentication code initiated by the Authorized User upon submission of a created transaction, and received by the Authorized User via SMS Text or e-mail. Both the Out of Band Authentication PIN and the authentication code must be used, when prompted, to complete the specified portion of a Services transaction to initiate instructions to the Bank,
 - f. **Dual Controls:** the use of a system whereby a Senior Administrator or Authorized User is given entry authorization to provide instructions to the Bank. However, the instructions do not become valid until a second Senior Administrator or Authorized User has given approval authorization, which provides a secondary approval to "release" the instructions to the Bank. Note: The Dual Control system covers only the wire transfer, Bill Payment, and ACH origination Services, and
7. **Trusteer:** Bank may provide you with the ability to install and use the Trusteer Rapport anti-malware software application (the "Software") on each and every computer used by an Authorized User to access the Services.

8. You agree to be bound by any instructions, whether or not authorized and issued in your name and accepted by the Bank, in compliance with the Security Procedures. You agree that the above described Security Procedures are commercially reasonable and that you have considered these Security Procedures, weighed the risks, and wish to continue with the use of the Service(s). You acknowledge these Security Procedures are "commercially reasonable" pursuant to Article 4A of the Uniform Commercial Code. Regardless of any claim of unauthorized access, you will be responsible for any transaction instructions given following authentication using the Security Procedures. Bank will only have an obligation to comply with the Security Procedures set forth herein.
9. The Bank shall be entitled to rely on any written notice or other written communication contained in a secure e-mail purported to be from you, , and such communication shall be deemed to be authorized by you.
10. **Rejection of Dual Controls.** It is required that you use dual controls and authorizations for your ACH origination functions (i.e., more than one individual in your organization must approve the initiation of Entries and/or Requests) and wire creation (i.e., more than one individual in your organization must approve the creation of an outgoing wire) to maintain a higher level of security. You understand and agree that Bank shall not be liable for any losses stemming in whole or in part from your decision to forego dual control of ACH or wire functions. As part of the Security Procedures for the ACH and wire functions, you agree to implement the use of Dual Controls. **Any decision not to use Dual Controls will substantially increase your risk of unauthorized ACH Entries and/or Requests and unauthorized wire transfers, which may result in losses to you.** Bank shall not be liable for any losses stemming in whole or in part from your decision to forego use of Dual Controls.
- a. You understand and agree that if you fail to use Dual Controls, (i) such failure shall represent a rejection of Bank's Security Procedures, (ii) your decision not to use Dual Controls, in conjunction with your continued use of the Services for transmittal of Entries and/or Requests shall constitute the acceptance of an alternative security procedure under Uniform Commercial Code § 4A-202(c) (the "Alternative Procedure"), (iii) such Alternative Procedure with regard to instructions given to the Bank shall include: (A) your designation of Authorized Users and the assignment by Bank of individual user IDs for such Authorized Users, (B) the creation by each Authorized User of an individual User Password, which must be used in conjunction with a user ID to access the Services, (C) the use of a limited number of challenge questions to help verify the identity of the user in the event unusual login or transaction activity is detected, (D) the use of Out of Band Authentication for each Authorized User, which procedure generates time sensitive authentication codes that must be used to access the portion of the Services as required to provide instructions to the Bank. You agree to be bound by any Entries and/or Requests, whether or not authorized, issued in your name and accepted by the Bank in compliance with the Alternative Procedure.
11. **Telephonic Verification of Requests.** The Bank may, in its sole discretion, use callbacks to verify instructions given to the Bank. You agree the callback confirmation process is designed to verify the source of the request, not to detect errors in your instructions. You further agree that the Bank's use of callbacks is not required under this Master Agreement, or relevant Service Description or Product Schedule and the Bank's failure to use callbacks to verify any Request shall not be deemed to be a violation of the Security Procedures set forth in this Master Agreement, or relevant Service Description or Product Schedule. You agree and consent you will not hold the Bank liable for transfers or transactions delayed or not completed due to our inability to contact you to confirm instructions.
12. **Bank's Refusal to Accept Instructions.** Bank, in its sole discretion, may refuse to process or abide by any instructions from the Customer in the event (i) Bank has a good faith belief that the instructions are not authentic, (ii) the instructions are incomplete, (iii) the Entry, Request, and/or identity of the purported Senior Administrator or Authorized User cannot be verified in the sole and absolute discretion of Bank, (iv) there are insufficient collected funds in the Account to cover the instructions, or (v) any other condition or requirement for the processing of the instructions, as set forth in any deposit account or funds transfer agreement between you and Bank, as amended from time to time, is unsatisfied.
13. **System Security.** You are responsible for maintaining current software upgrades and patch management. Additionally, anti-virus, anti-malware, and anti-spyware programs and firewalls shall be maintained on all your systems, User Computers and Access Devices. In accessing the Services, you shall employ complex passwords containing a minimum of eight (8) alpha numeric characters and annual training as part of your internal security program. Additional security is also established by use of multi-factor authentication by Bank. You agree that Bank shall not have access to any Passwords and can only reset such Passwords.
14. **Periodic Security Testing.** You shall be responsible for internal and external intrusion testing of your network system.
15. **Contingency Procedures.** You are responsible for systemic or operational risk contingency planning with regard to your network

system.

16. Communication Problems. You are responsible for maintenance and connectivity of telecommunication with your ISP (internet service provider). In the event the Bank is experiencing issues with the Service(s), the Bank may, in its sole discretion, attempt to notify you of such issues.

17. Keeping User Documentation Current. You are responsible for keeping your Senior Administrator information current with the Bank. This information is provided to the Bank upon initial set up of Treasury Management Services. When the responsibilities and/or position of one or more of your employees change, and such change affects employee's use of the Services, you shall contact the Bank's Customer Care Center by phone at 800-627-1632 or by e-mail at BusinessOnline@htb.com for an updated document to use. The information on the document is used to verify users of the Bank's Online Banking platform prior to working with them regarding transactions.

	User ID, Password , and Challenge Questions	Out of Band Authentication	Secure Browser (Commercial Center only)	Dual Controls ¹
View Rights	Required	Not Required	Not Required	Not Required
Ability to Electronically Sign Documents and Change Authorized User Permissions	Required	Not Required	Not Required	Not Required
Account to Account (inside Bank) Transfers	Required	Not Required	Not Required	Not Required
Bill Payments Services	Required	Not Required	Not Required	Optional
Positive Pay	Required	Not Required	Required	Not Required
Remote Deposit Capture	Required	Not Required	Required	Not Required
ACH Origination Services	Required	Required	Required	Required but can Waive— <i>increased risk</i>
Online Wire Transfer Services	Required	Required	Required	Required but can Waive— <i>increased risk</i>

(1) The Bank may at any time impose Qualifying Criteria under which you are not eligible to waive Dual Control requirements. If Dual Control is mandated by the Bank, prior executed waiver forms will have no effect for the full period under which Dual Control is required and/or utilized.

[End Security and Authentication Schedule – Remainder of Page Intentionally Left Blank.]

ONLINE BANKING SERVICE

1. **General.** This Service Description establishes the terms and conditions of HomeTrust Bank Online Banking Service and sets forth the rights and responsibilities of the Bank and Customer with respect to this Service. By accepting this Master Agreement, Customer agrees to these terms and conditions.
2. **Statement of Service.** This Service allows you to access and use the Bank's Online Banking Service to view your selected Accounts maintained at the Bank and to perform various other banking services, including internal transfer of funds. This Service also allows access to other Treasury Management Services in which you may participate, as defined in the Service Descriptions provided in this Master Agreement and relevant Product Schedules.
3. **Definitions.**
 - a. **"Online Banking Service" or "Online Banking",** means the internet-based service providing access to your Bank account(s) and various banking services.
 - b. **"Online Accounts"** means the Bank account(s) from which you will be conducting transactions using Online Banking.
 - c. **"ISP"** means your Internet Service Provider.
 - d. **"Secure Browser"** means the internet browser software application you download from the Bank in order to log in to and use Commercial Center, where applicable.
4. **Account Access.** You may access your Bank business accounts online. Your enrollment documents will allow you to list certain Bank accounts that you wish to access with this Service. If it includes the accounts of your parent company, subsidiaries, related business entities, or affiliates, you warrant that they have authorized you to access their accounts through this Service in the same manner as your own accounts. You shall provide appropriate authorizations from such companies to Bank, permitting their account(s) to be so included. Any decision to provide Online Banking with regard to such accounts shall be in the Bank's sole discretion. You agree to notify us immediately in writing of any changes to that access authorization.
5. **Access to Services.** You agree that the Accounts you access through Online Banking are primarily used for purposes other than personal, family, or household purposes. Instructions for users may be provided by the Bank via written user guides. You will gain access to your Online Accounts through your internet-enabled device, your ISP, User ID, and User Password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of Online Banking may be suspended for brief periods of time for maintenance purposes. You agree that you shall not make Online Banking available to third parties, unless otherwise agreed to in writing by the Bank.
6. **Transfer of Funds.** In addition to viewing Online Account information, you may use the Online Banking Service to conduct the transfer of funds among your Online Accounts. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your business checking, savings, and money market Online Accounts. You may not use the funds transfer service in Online Banking to transfer funds to accounts at another financial institution.
 - a. **Scheduling Transfers.** Transfer requests made after 8:30 p.m. ET on a Business Day may, in the Bank's sole discretion, be processed either the same Business Day or the next Business Day, while transfer requests made on a Saturday, Sunday, or Bank or federal holiday will be processed the next Business Day. Scheduled and recurring transfers will be processed from the funding account at the beginning of the Business Day requested. Transferred funds, other than loan payments, will be available for withdrawal no later than the Business Day following the Business Day the transfer is posted to the receiving account.
 - b. **Canceling Transfers.** You cannot cancel a one-time immediate transfer after it has been submitted through Online Banking and the information has been transmitted to us. Future dated and recurring transfers must be canceled no later than 8:00 p.m. ET one business day before the transfer is scheduled to be made.

- c. **Erroneous Transfers/Overpayments.** In the event funds are mistakenly or erroneously transferred to your account from an account owned or controlled by another person or entity (or the amount of such funds exceeds the proper amount of such transfer), you agree that we may withdraw such funds (or any amount in excess of the proper amount of such transfer) from your account to rectify such error or mistake.
- d. **Sufficiency of Available Funds.** You agree that you will instruct the Bank to make a transfer only when a sufficient balance is or will be available in your accounts at the time of the transfer. In the event your transfer account does not have sufficient funds to make the transfer as of the date the transfer is scheduled to be made, the transfer will not be made, regardless of later deposits. In the case of future or recurring transfers, only the current transfer will be impacted by insufficient funds; transfers scheduled for future dates will not be affected. The Bank shall have no obligation or liability if it does not complete a transfer because there are insufficient funds in your accounts to process the transfer. Additionally, the Bank is under no obligation to inform you if it does not complete a transfer because of insufficient funds.
- e. **Limitations on Liability. The Bank shall have no liability to you for any unauthorized transfer made using your Password or, without limitation, any Password assigned to any user, that occurs before you have notified us of possible unauthorized use and we have had reasonable opportunity to act on that notice.** The Bank may suspend your Password or any other user Password, even without receiving such notice from you, if we suspect the Password is being used in an unauthorized or fraudulent manner.
- f. **Restrictions.** Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:
 - i. **Savings and Money Market Accounts.** You may make up to six (6) transfers (including withdrawals) per statement period by preauthorized or authorized transfer, telephone transfer, electronic transfer, or Online Banking transfer. Each transfer or payment through Online Banking from your savings or money market account is counted as one of the six (6) limited transfers or withdrawals you are permitted each statement period. The Bank may charge a fee for each transaction in excess of this limit.

7. **Online Account History.** You will have the ability to view your account history in Online Banking going back up to five (5) months. Some of the services available through Online Banking provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of the Business Day, some transactions may not be reflected in the system until the next Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact the branch where you opened your account for loan and deposit information.

8. **Customer Responsibilities.**

- a. Customer is and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing and using Online Banking Services or any other Treasury Management Service accessed via Online Banking.
- b. Customer assumes exclusive responsibility for the consequences of any instructions it or any of its users may give to the Bank and for failure to supply accurate input information in the use of Online Banking.
- c. Customer assumes exclusive responsibility as relates to its (or any of its users) access to the Internet. The Bank assumes no liability or control over the Internet access to Online Banking.
- d. **Fees:** Customer authorizes the Bank to debit its designated account(s) for services provided under this Service Description in accordance with the Bank's Schedule of Fees. The Bank may change its fees from time to time upon proper notice to Customer.

BUSINESS MOBILE BANKING SERVICE

1. **General.** This Service Description establishes basic terms and conditions of HomeTrust Bank Business Mobile Banking Service. Additional terms and conditions for use of this Service are established in the ***HomeTrust Bank Business Mobile Banking Terms and Conditions*** (together, the “**Mobile Terms and Conditions**”), which collectively set forth the obligations and responsibilities of the Bank and Customer with respect to the Service. *HomeTrust Bank Business Mobile Banking Terms and Conditions* are accessible under the terms and conditions link in Online Banking. By accepting this Master Agreement, Customer agrees to all terms and conditions.
2. **Statement of Service.** This Service allows you to access business accounts and related financial services and banking capabilities from a compatible mobile device through the downloadable business mobile banking app, HomeTrust Business Mobile.
3. **Access to Service.** You acknowledge and agree each designated Senior Administrator will automatically receive access to download and use the Service. You further agree the Senior Administrator may at any time grant Authorized Users the ability to download and use the Service, by enabling access to the Service through Online Banking settings specific to each user. The Senior Administrator may also remove access to the Service for any Authorized User by disabling the applicable Online Banking settings.
4. **Customer Agreements.**
 - a. You consent and acknowledge that access to some accounts, other banking services, features, and functions may not be available through HomeTrust Bank Business Mobile Banking Service.
 - b. You agree to review **all** Mobile Terms and Conditions **prior** to use of the Service. Use of the Service by you, Senior Administrators, or Authorized Users constitutes your agreement to and acceptance of all terms and conditions of the Service.
 - c. You agree that you are fully accountable for all transactions conducted and actions taken by any Authorized User through the Service. You assume exclusive responsibility for the consequences of any instructions you, your Senior Administrator, and any Authorized Users may give to the Bank, including, without limitation, payments, transfers, or other transactions initiated, directed, or completed using the Service.

ELECTRONIC STOP PAYMENTS SERVICE

1. **General.** This Service Description establishes the terms and conditions of HomeTrust Bank Electronic Stop Payments Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. By accepting this Master Agreement, Customer agrees to these terms and conditions.
2. **Statement of Service.** This Service allows you to electronically place or cancel a stop payment request, which may be made in person, by telephone or in writing and is subject to the terms of this Master Agreement.
3. **Requesting Stop Payments.** You agree to the following process in requesting an electronic stop payment:
 - a. You shall include in each stop payment request the check number, the magnetic ink character recognition (“**MICR**”) serial number, the exact amount of the check for which payment is being stopped (dollars and cents), and the account number on which the check is drawn. You understand and agree that the Bank can only stop a check that shows the same MICR serial number and exact amount of the check as that set forth in the stop payment request.
 - b. You agree to review your account statements prior to transmitting a stop payment request and agree not to transmit any request relating to a check that has been shown to be paid on such statements. Bank is not liable for processing any check that does not appear as paid on a statement with the correct check serial number due to defects or damages to MICR information on the check.
 - c. You acknowledge that under certain circumstances, the Bank may pay a check even if a stop payment request is in effect (for example, where a branch becomes a “holder in due course” of the check being stopped).

- d. Any stop payment request shall terminate at one hundred and eighty (180) days after the hold is placed, unless it is renewed or canceled earlier. All stop payment requests will be canceled automatically when the account on which the check is drawn is closed or transferred.

eSTATEMENTS AND NOTIFICATIONS SERVICE

1. **General.** This Service Description establishes the terms and conditions of HomeTrust Bank eStatements and Notifications Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. By accepting this Master Agreement, Customer agrees to these terms and conditions.
2. **Statement of Service.** The eStatement feature of this Service allows you to receive account statements, account analysis, pricing information and other information relating to account activity or services, transactional activity and/or Treasury Management Services with the Bank electronically. The Notification feature of this Service allows you to receive certain types of notices associated with and related to various Services provided under this Master Agreement electronically. Certain eStatements and eNotifications may not be available at any point in time and Bank reserves the right to send "paper copies" in accordance with your Account Agreement(s).
3. **Customer Representations and Warranties.** By electing this Service, you represent and warrant to Bank that (1) the e-mail address(es) to which eStatements and other Notifications will be sent are owned by you or your authorized representatives, and that you or your authorized representatives have access to the e-mail notification informing it that eStatements are available; (2) you are able to access the eStatements and other Notifications; (3) you are responsible for the accuracy and validity of the e-mail address(es) you provide to Bank, and you will notify the Bank of any change in those e-mail address(es) prior to those new address(es) going into effect; and (4) you understand that eStatements are subject to reconciliation provisions contained in other Service Descriptions under this Master Agreement as well as relevant Product Schedules.
4. **Customer Agreements.** You hereby consent to the electronic delivery of your statements and regulatory information that the Bank would typically include in mailings of paper statements, such as mandated disclosures. Any individuals that you name as a Senior Administrator or Authorized User may receive the electronic delivery of your statements and regulatory information. You and the Bank must agree if any Senior Administrator or Authorized User should not have access to this information for all of your Accounts. You agree that notice to any Senior Administrator or Authorized User will be treated as notice to you, regardless of whether such Senior Administrator, Authorized User, or your authorized representative provides you with such information. Notwithstanding the foregoing, the Bank may, at its option, deliver paper statements and/or regulatory information to you. You also may request a paper statement and/or regulatory information by contacting your Treasury Management Services representative or the HomeTrust Customer Care Center; however, a fee may be imposed on such requests. You acknowledge and agree that the notices provided under the Notification Service are provided as a convenience to you, exclusive of the terms of any other agreement between you and the Bank. You further acknowledge and agree that you may not rely on the receipt or expected receipt of a notice or the content of any notice to relieve you of your obligations or duties under the terms of the General Terms and Conditions applicable to this Notification Service or of any other Service Description or Product Schedule. You must continue to use the Services in compliance with this Master Agreement, including this Service Description, the other Service Descriptions and applicable Product Schedules and any other agreement between you and the Bank, and you agree that the Bank is not liable (1) for any failure to provide or any delay in providing any notice; (2) if any notice is intercepted or received by any unauthorized person or entity; or (3) if any of the notices are inaccurate or incorrect in any way. The terms of the Notification Service do not amend or otherwise change the terms of the General Terms and Conditions applicable to this Master Agreement or any other agreement between you and the Bank.

INFORMATION REPORTING SERVICE

1. **General.** This Service Description establishes the terms and conditions of HomeTrust Bank Information Reporting Services and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. By accepting this Master Agreement, Customer agrees to these terms and conditions.

2. **Statement of Service.** This Service provides you with certain account, transaction and other related information to help you control and manage your accounts. The information provided may include information generated from other Treasury Management Services provided to you.
3. **Customer Responsibilities.** You agree to notify your Treasury Management Services representative or the HomeTrust Customer Care Center of the features and accounts for which you would like Information Reporting Services.
4. **Current Information.** Information reported on a current day basis is subject to updating and therefore, at any point in time may not reflect the information on the Bank's records at that time. Such information may be subject to adjustment upon final posting.
5. **Confidentiality.** If, through your use of one or more Treasury Management Services, you gain access to any information relating to any third party, including information relating to one or more of your subsidiaries that have authorized your receipt of such information, you agree that you will treat that third party information as strictly confidential and shall not disclose it to any person within or outside your company, except those that have a need to know. You also agree to ensure that adequate measures have been taken to prevent the unauthorized use of any third-party information. You agree that you will not use any third-party information for your own purposes, other than in a communication to the Bank relating to a Treasury Management Service.

CASH VAULT SERVICE

[RESERVED]

This Agreement is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.



FUNDS TRANSFER (WIRE) SERVICE PRODUCT SCHEDULE

You ("Customer") hereby requests HomeTrust Bank ("Bank") to provide the Services described in this Funds Transfer (Wire) Service Product Schedule ("Product Schedule"). Customer accepts and agrees to all terms, conditions, and provisions of this Product Schedule and agrees that this Product Schedule sets forth the terms and conditions pursuant to which Bank will provide to Customer the Funds Transfer (Wire) Service outlined herein ("Wire Transfer Service" or "Service"). Customer further agrees that this Product Schedule is entered into as a Product Schedule under the Business Online Banking and Treasury Management Services Master Agreement between Bank and Customer ("Master Agreement"), which is incorporated herein by reference. Bank and Customer agree that by accepting this Product Schedule, Customer acknowledges receipt of and agrees to the terms of the Master Agreement. If more than one organization participates in the services described in this Product Schedule under Customer (including, without limitation, related business entities or Commonly Controlled Business Entities) then each such additional organization (each an "Additional Customer") shall be deemed to be a "Customer" under this Product Schedule and the Master Agreement. Any capitalized terms not defined in this Product Schedule shall have the meanings set forth in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **General.** This Product Schedule establishes the terms and conditions of the Bank's Wire Transfer Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. The recitals contained herein are incorporated into, and form a part of, this Product Schedule.
2. **Statement of Service**
 - a. **Funds Transfer Wire.** This Service allows you to make payments to others and transfer funds between accounts by Fed Wire (each, a "Transfer", "Wire Transfer", "Transfer Request", or "Request"). Transfers processed through the Automated Clearing House ("ACH") are covered under the ACH Origination Product Schedule. Internal transfers are covered under the Online Banking Service section of the Master Agreement. This Product Schedule governs Wire Transfers and specified related transfer services described only. You will be notified electronically or by phone of any limits on daily wires, individual wire sizes, or types of wires permitted (domestic vs. international).
 - b. **Reverse Wire Transfer.** This Service allows you to authorize a financial institution or third party business entity to initiate the outgoing transfer of funds by drawdown request ("Reverse Wire Transfer", "Reverse Wire Request", or also a "Request") received through Fed Wire, SWIFT, or other funds transfer systems acceptable to Bank. By enrolling in this additional Service, Customer permits draws against the Account(s) identified in the Reverse Wire Authorization Form ("Authorization Form"), incorporated herein by reference. Only domestic wire transfers are permitted under this Service.
3. **Customer Responsibilities.**
 - a. **Recording and records.** You authorize Bank, at Bank's discretion, to record electronically all telephone calls between Bank and any person acting on your behalf, and to keep those recordings as long as Bank considers it necessary. You assume the duty of obtaining the required consents from your employees and/or agents for these recordings. If Bank's records about a Request are different than your records, Bank's records will control. Bank's records include its written records and any audio recordings about Wire Transfers or Reverse Wire Transfers.

- b. **Payment to Bank.** Unless otherwise agreed to in writing, you must pay Bank the amount of the Wire Transfer or Reverse Wire Transfer, plus any applicable fees, before Bank will execute your wire Request. Fees applicable to Wire Transfers (Reverse Wire Transfers are also classified as a “wire transfer” with regard to applicable fees) are set forth in the Bank’s fee schedule, and are subject to change from time to time at the sole discretion of Bank. If Bank accepts a Request, Bank may receive payment by automatically deducting from any of your Authorized Accounts the amount of the payment order plus the amount of any expenses and charges for Bank services in execution of such Request. Bank is entitled to payment on the payment or execution date. Unless the Request specifies otherwise, the payment or execution date is the Wire Transfer Business Day on which the Bank receives the Request. The Request is completed upon acceptance by the beneficiary’s bank. Your obligation to pay the Request is excused if the funds transfer is not completed, but you are still responsible to Bank for any expenses and charges for Bank services. However, if you instruct Bank to route the Wire Transfer or Reverse Wire Transfer through an intermediate bank, and Bank is unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay Bank for the Request. You will not be entitled to interest on any refund because the beneficiary’s bank does not accept the payment order. In the event there are not sufficient available funds in an Authorized Account to cover your obligations under this Agreement, you agree that the Bank may debit any account maintained by you, whether such account is maintained with the Bank or any affiliate of the Bank, or that the Bank may set off against any amount it owes to you, in order to obtain payment of your obligations under this Agreement.
- c. **Acceptance and execution of Request by Bank.** Your Request is considered accepted by Bank when Bank executes it. You acknowledge that the Bank maintains deadlines for accepting Wire Transfer and Reverse Wire Transfer requests. The deadline for the Bank’s receipt of, (i) Requests involving domestic Wire Transfers or Reverse Wire Transfers is 4:00 p.m. ET on a Wire Transfer Business Day, and (ii) Requests involving international Wire Transfers is 4:00 pm ET on a Wire Transfer Business Day. If your Request is received prior to the deadline, it will be executed by Bank that Wire Transfer Business Day. A Request received after the deadline may be executed the next Wire Transfer Business Day. Wire Transfer and Reverse Wire Transfer deadlines are subject to change from time to time at the sole discretion of the Bank. Bank may execute payment orders and communicate requesting cancellation or amendment of a payment order through any intermediary bank, funds transfer system, third party service provider or third-party communication system it selects in its sole discretion. No instructions or other restrictions limiting Bank’s acceptance of your Request(s) shall be effective unless Bank agrees in writing prior to the sending of such Request(s) that it will follow such instructions. However, Bank may, in its sole discretion, elect to act consistently with such instructions or other restrictions, which it believes in good faith were made by you.
- d. **International Wire Transfers.** Bank reserves the right, in its sole discretion, to approve you for initiation of international Wire Transfers. You acknowledge and agree that you will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control (“OFAC”). It shall be your responsibility to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC’s home page site at www.ustreas.gov/ofac.) You agree that the Bank is excused from the performance of any action to debit or credit an account or transfer funds otherwise required by this Agreement to the extent that such action is inconsistent with United States law, including the obligations of the Bank under OFAC or any program administered by the United States Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”). In the event funds are to be transferred to or from another country and a currency exchange is needed, an exchange rate quote will be provided to you through Online Banking. You have the option of accepting the exchange rate quote or rejecting such quote (in which case such payment order request will be canceled).
- e. **Reverse Wire Transfers.**
- i. You authorize Bank to debit the Account(s) for the amount of the Reverse Wire Request if the information contained in the Request is consistent with the information provided to Bank on the

Authorization Form. The authority granted to Bank shall continue until thirty (30) days after Bank receives formal written notice from you revoking such authority.

ii. You agree to provide Bank with a list containing:

1. The name and ABA routing number of each requesting party's Beneficiary financial institution ("Beneficiary Bank") which you have authorized to receive Reverse Wire Transfers out of the identified Account(s); and
2. The account title and account number for each third-party business entity ("Beneficiary") which is to be credited. If the Beneficiary account in a Reverse Wire Request is not identical to the information included on such list, Bank has no obligation to honor the Reverse Wire Request or make the transfer. Bank also has no obligation to honor the Reverse Wire Request or make the transfer if your Account does not have sufficient collected and available funds.

Before executing a Reverse Wire Request, Bank may verify that the Beneficiary requesting the transfer and the account to receive the transfer are included on such list. Verification may also include a callback to the Customer authorized representative designated in the Authorization Form to confirm transfer information prior to transmission.

- f. **Reliance on Account Numbers and Identification Numbers.** In the event that a Request contains the correct account number, payment may be made on the basis of the account number, even if it identifies a person or entity different from the named beneficiary. Similarly, if the Request identifies a participating Recipient inconsistently by name and identification number, the identification number may be relied on as proper identification of the Recipient
- g. **Rejection of Wire Transfer.** Bank has no responsibility to accept any incoming Wire Transfer for your benefit. Likewise, Bank has a right to reject your Request for an outgoing Wire Transfer or Reverse Wire Transfer for any reason, including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the Wire Transfer or Reverse Wire Transfer for the reasons set out in this Product Schedule, or if Bank is unable to verify the authenticity of your Request. Bank will notify you by phone or e-mail if it rejects your Request. Bank shall make reasonable efforts to notify you by phone or e-mail of such rejection no later than the business day such Request would otherwise have been transmitted by the Bank, however, such notice may not be provided until the next business under certain circumstances (e.g., due to failure to meet Request delivery deadlines, etc.). Bank shall have no liability to you or any third party by reason of the fact that such notice is not given at an earlier time than that provided for herein. If Bank does not execute your Request, Bank shall not be liable to you or any third party for any damages, losses, liabilities, expenses or costs.
- h. **Cancellation or amendment of a Request.** You may not be able to cancel or amend a Request after it is received by Bank. However, Bank may in its sole discretion use reasonable efforts to act on your reasonable Request for cancellation or amendment. Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, you agree to indemnify and hold Bank harmless from any and all liabilities, costs, losses, and expenses Bank may incur in attempting to cancel or amend any Wire Transfer or Reverse Wire Transfer (including without limitation reasonable attorneys' fees).
- i. **Notice of returned Requests.** Bank shall notify your authorized representative of the receipt of a returned Wire Transfer or Reverse Wire Transfer request from the Federal Reserve no later than two (2) business days after the business day of such receipt. At the Bank's discretion, this notification may be given by phone, fax, mail, or e-mail to such authorized representative.

- j. **Repetitive Transfers.** If you determine that Requests have become repetitive, you may request a Repetitive Transfer from the Treasury Management Department. Repetitive Transfer requests do not apply to the Reverse Wire Transfer Service.
- k. **Wire call-back or confirmation.** The Bank reserves the right in our sole discretion to contact any Account Owner or Account signer at the telephone number(s) in our records to confirm funds transfer instructions prior to transfer completion. You agree the confirmation process is designed to verify the source of the request, not to detect errors in your instructions. You further agree you will not hold Bank liable for any transfer delayed or not completed due to our inability to contact you to confirm your Wire Transfer or Reverse Wire Transfer instructions.
- l. **Erroneous Requests.** The Bank will rely on the information provided in your Wire Transfer or Reverse Wire Transfer instructions in making your funds transfer. You acknowledge and agree that when you provide Bank with a financial institution, name, and account number when requesting a Wire Transfer or Reverse Wire Transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. You agree Bank is not responsible for investigating discrepancies in names, numbers, or other information you provide and shall have no liability for any losses resulting directly or indirectly from any errors, duplications, misidentifications, or misrepresentations in the information you provide. You furthermore agree that your obligation to pay the amount of the Wire Transfer or Reverse Wire Transfer to Bank is not excused in such circumstances. Likewise, Wire transfers received by the Bank for your benefit may be paid by Bank solely on the basis of account number. You agree that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.
- m. **Provisional payment.** Any credit Bank gives to you for a Wire Transfer or Reverse Wire Transfer is provisional until Bank receives final payment for the amount of the Wire Transfer or Reverse Wire Transfer. If Bank does not receive final payment for the Wire Transfer or Reverse Wire Transfer, you agree to pay to Bank the amount of the transfer.
- n. **Delayed availability of funds.** Bank reserves the right to delay the availability of funds for deposit without prior notice if, in its sole discretion, Bank deems itself at financial or legal risk for any or all services performed under the Master Agreement.
- o. **Account statements.** All Wire Transfers and Reverse Wire Transfers will be reflected on your periodic account statement. An automatic e-mail confirmation will be sent to the e-mail address associated with the Senior Administrator. It is recommended that you set up e-mail alerts for incoming wires. You should review each statement or other such Bank notice for any discrepancies in connection with Wire Transfers or Reverse Wire Transfers. If you think a Wire Transfer or Reverse Wire Transfer is wrong or you need more information about a wire transaction, you must contact Bank in writing upon discovery of the error in accordance with your account agreement(s) or within fourteen (14) days after Bank sends to you the first notice or statement that has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate you for the amount of an unauthorized or erroneous Wire Transfer or Reverse Wire Transfer. In the event that you fail to perform either of these duties with respect to an erroneous payment and Bank incurs a loss as a result of such failure, you are liable to Bank for the amount of the loss not exceeding the amount of the Wire Transfer, Reverse, Wire Transfer, or discrepancy in question.
- p. **Objection to payment.** If Bank gives you notice that reasonably identifies a Request issued in your name as sender that Bank has accepted, executed, and received payment for, you cannot claim that Bank is not entitled to retain such payment unless you notify Bank of your objection to the payment within fourteen (14) days of Bank's notice.
- q. **Method used to make the Wire Transfer or Reverse Wire Transfer.** Bank may select any means for the transmission of funds that it considers suitable, including but not limited to Bank's own internal systems or

Fedwire. The Bank shall be excused from failing to act or any delay in acting if a performance failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, labor disputes, power failures, non-salaried agents, war, fire, earthquake, or emergency conditions or other circumstances beyond the Bank's control.

- r. **Authorization changes.** You agree that only Senior Administrators and Authorized Users may initiate and/or verify Requests with Bank. Changes made by you to any information supplied to Bank, or any changes in the designated account numbers, shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of Bank designated in the introduction of this Agreement and has had reasonable time to implement them.

4. **Security.**

- a. **Security Procedures.** The Security Procedures set forth in Section 5 of the General Terms and Conditions of the Master Agreement, and the Security Procedures in the Security and Authentication Schedule shall apply to this Service.
- b. You shall comply with the Security Procedures described herein with respect to Requests presented by you to the Bank. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a Request. No Security Procedure for the detection of any such error has been agreed upon between the Bank and you. The Bank shall not be responsible for any error in the transmission or content of a Request.
- c. You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Requests. You warrant that no individual will be allowed to initiate Requests in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures described (including, without limitation, Passwords).

5. **Limitations of Liability.** The provisions in this Section 5 are in addition to, and shall apply without limiting the generality of, the limitation of liability provisions of the Master Agreement.

- a. ***Duty of reasonable care.*** Bank shall exercise good faith and reasonable care in processing your Wire Transfers and Reverse Wire Transfers. You shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Wire Transfer or Reverse Wire Transfer requests to Bank, and in reviewing bank statements or notices for any discrepancies. You are responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.
- b. ***Liability of Bank.*** Bank shall be liable for your lost interest and Customer's expenses directly related to your Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. The Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate in the Federal Reserve Bank district where the Bank is headquartered for the period involved. Compensation for loss of interest or use of funds will be, at Bank's option, in the form of an adjustment to your account(s) to reflect the average balance on your account analysis that would have resulted had no error or delay occurred, or by a direct credit to your account. The Bank shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal of any Wire Transfer or Reverse Wire Transfer request received from you) or those of any other person (regardless of whether or not Bank selected such person as an intermediary), including without limitation, any Federal Reserve Bank, or any receiver or receiving depository financial institution (including without limitation the return of a Wire Transfer or Reverse Wire Transfer by such receiver or receiving depository financial institution). In addition, the Bank shall be excused from failing to transmit or any delay in transmitting a Wire Transfer or Reverse Wire Transfer if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the

Bank is otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- c. SUBJECT TO THE FOREGOING LIMITATIONS, ANY LIABILITY OF THE BANK FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

- d. **Liability of Customer.** You shall be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by your current and/or former Senior Administrators or Authorized Users. Such liability includes, but is not limited to, instances when a current or former Senior Administrator or Authorized User effects one or more Wire Transfers or Reverse Wire Transfers to your detriment, or when any unauthorized transaction is effected through Online Banking.

- 6. **Notices.** Except as stated herein, any written notice or other written communication required or permitted to be given under this Product Schedule shall be delivered or sent by US mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the following address:

**HomeTrust Bank
Attention: Treasury Management Department
10 Woodfin Street
Asheville, NC 28801**

unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

- 7. **Acceptance of Product Schedule.** This Product Schedule, when delivered to you as amendments to terms and conditions, does not require your signature. The "wet" or electronic signature(s) or marks on previously executed Agreements and related service documents shall be recognized as your signature approval. Your use of Services described in this Product Schedule constitutes your acceptance of and agreement to the requirements, terms, conditions, and amendments of this Product Schedule.

This Product Schedule is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.



ACH ORIGATION PRODUCT SCHEDULE

You ("Customer") hereby requests HomeTrust Bank ("Bank") to provide the Services described in this ACH Origination Product Schedule ("Product Schedule"). Customer accepts and agrees to all terms, conditions, and provisions of this Product Schedule and agrees that this Product Schedule sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH origination services outlined herein ("ACH Origination Service" or "Service"). Customer further agrees that this Product Schedule is entered into as a Product Schedule under the Business Online Banking and Treasury Management Services Master Agreement between Bank and Customer ("Master Agreement"), which is incorporated herein by reference. Customer acknowledges it has been provided with a copy of the Master Agreement and agrees to the terms of the Master Agreement. If more than one organization participates in the services described in this Product Schedule under Customer (including, without limitation, related business entities or Commonly Controlled Business Entities) then each such additional organization (each an "Additional Customer") shall be deemed to be a "Customer" under this Product Schedule and the Master Agreement. Any capitalized terms not defined in this Product Schedule shall have the meanings set forth in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **General.** This Product Schedule establishes the terms and conditions of the ACH Origination Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. The recitals contained herein are incorporated into, and form a part of, this Product Schedule.
2. **Statement of Service.** This Service allows you to transfer funds to and from accounts maintained at the Bank and other Financial Institutions by initiating "Entries" through the Automated Clearing House ("ACH") Network, where standards, rules and procedures are established by the National Automated Clearing House Association ("NACHA").
3. **Definitions.**
 - a. "**ACH Network**" means the funds transfer system (network) governed by the NACHA Rules, which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.
 - b. "**Account**" means a demand deposit account or other deposit account Customer has with Bank that Bank permits to be linked to the Service.
 - c. "**Effective Entry Date**" means the date placed on an ACH transaction by the Originator of the transaction or the ODFI – it is normally the date the Originator or ODFI intends the transfer to take place.
 - d. "**Entries**" mean Credit Entries and Debit Entries, including On-Us Entries consistent with the NACHA Rules and also includes any data for Entries or any prenotification Entries.
 - e. "**File**" means a group of ACH Entries stored for delivery to an ACH receiving point.
 - f. "**ODFI or Originating Depository Financial Institution**" means financial institutions that originate ACH transactions on behalf of its customers. ODFI's must abide by the NACHA Operating Rules.
 - g. "**Originator**" means a company, individual or entity that initiates Entries into the ACH Network.
 - h. "**Password**" means confidential, unique personal numbers, codes, marks, signs, public keys or other information composed of a string of characters used as a means of authenticating and accessing a Service.

- i. **“RDFI or Receiving Depository Financial Institution”** means a financial institution qualified by NACHA to receive ACH transactions.
 - j. **“Receiver”** means an individual, corporation, or other entity that has authorized an Originator to initiate a credit or debit Entry to an account held at an RDFI.
 - k. **“Regulation E”** means the regulation published by the Federal Reserve Bank to implement the Electronic Funds Transfer Act mandating consumer rights and obligation with regard to electronic funds transfers.
 - l. **“Return Entry or Return Entries”** mean any item that cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.
 - m. **“Rules”** mean the NACHA Operating Rules, which provide a complete guide to the Rules and Regulations governing the ACH Network.
 - n. **“SEC Codes”** or Standard Entry Class codes mean the three-character code within an ACH company/batch header, which identifies the type of transactions within that batch (e.g. CCD, CTX, PPD, etc.).
 - o. **“Security Procedures”** means, unless we agree otherwise with you, the security requirements and procedures for verifying the authenticity of Entries set forth in Section 6 and in the Security and Authentication Schedule.
 - p. **“Settlement Date”** means the date on which settlement occurs, i.e., funds actually change hands as a result of an ACH Entry.
 - q. **“Uniform Commercial Code Article 4A”** means the portion of the Uniform Commercial Code, which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.
4. **Approval.** This Service becomes effective only after the Bank has approved your use of the Services as set forth below. You may be subject to limits on the Service, which may include daily limits, per Entry limits, or restrictions on the type of Entries.
5. **Compliance with NACHA Rules; Applicable Laws; and Additional Requirements.**
- a. **NACHA Operating Rules.** You agree to comply with, and be bound by, the current NACHA Operating Rules (“Rules”) in existence, which may be amended from time to time. Your responsibilities and obligations as set forth in this Product Schedule in no way limit your obligation to comply with the Rules. Any fines or liabilities imposed against the Bank for violation of the Rules caused by your action and/or inaction may be assessed against you. Costs associated with Rules publications and/or association membership are your responsibility. If you use a third-party vendor or processor, you acknowledge and agree that you will take such measures as may be necessary to ensure compliance with the Rules by those vendors and processors. The Rules apply whether or not an Entry is sent through the vendor or processor or the ACH Network. In using this Service, you will act as an “Originator” and Bank acts as an “Originating Depository Financial Institution” or “ODFI” with respect to all Entries. The NACHA Rules govern if there is a conflict between the Rules and this Product Schedule. Each time you make use of the Service, (a) you represent and warrant that you have obtained the appropriate authorization from each “Receiver” and the Entries conform to the authorization and comply with the Rules; and (b) you make the same warranties to the Bank as the Bank makes under the applicable section of the Rules.
 - b. **EFTA and Regulation E.** Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you hereby agree to comply with the notice requirements set forth in the Rules, and in the “Electronic Funds Transfer Act” or “EFTA” and “Regulation E” of the Board of Governors of the Federal

Reserve System, as applicable.

- c. **Other Applicable Laws and Regulations.** You hereby agree to comply with all laws and regulations applicable to the Service. You may not use this Service for any illegal transaction or activity, including those under the laws of the Receiver of your transactions. Your compliance includes adherence to applicable U.S. economic sanctions laws, including but not limited to regulations issued by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and Executive Orders issued by the President of the U.S. You also agree to cooperate with Bank fully to facilitate Bank's adherence to guidance provided by the Office of the Comptroller of the Currency ("OCC") including guidance concerning risk management of ACH or any other Service.
- d. **FinCEN; FFIEC.** You acknowledge and agree that the performance of any action by Bank to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). You warrant and covenant that all your actions as contemplated by the Master Agreement and this Product Schedule, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal financial Institutions Examination Council ("FFIEC").
- e. **Examination and Audits.** You acknowledge and agree that, in order to ensure your compliance with the foregoing and your representations and warranties hereunder, Bank reserves the right to mandate specific internal controls at your locations and to examine and audit your records, policies, procedures and controls at any time upon providing you with reasonable notice.
- f. **Information Sharing.** You acknowledge and agree that Bank may provide information about you (including, without limitation, your business name and phone number) to an RDFI and/or the Receiver whose account was debited and/or credited in relation to an Entry originated by you or on your behalf, in order to verify a transaction, complete a transaction or resolve a dispute involving a transaction.

6. Security Procedures.

- a. Security Procedures. The Security Procedures set forth in Section 5 of the General Terms and Conditions of the Master Agreement, and the Security Procedures in the Security and Authentication Schedule to the Master Agreement shall apply to this Service.
- b. You shall comply with the Security Procedures described herein with respect to Entries presented by you to the Bank. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon between the Bank and you. The Bank shall not be responsible for any error in the transmission or content of an Entry.
- c. You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries. You warrant that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures described (including, without limitation, Passwords).

7. Customer Responsibilities.

- a. **Transmission of Entries:** You agree to deliver Entries to Bank as provided below or in the Rules:

- i. **Delivery Deadline.** All ACH input Files must be received by the Bank no later than 4:00 p.m. ET to be processed on that same day. (Note: this deadline refers to internal Bank processing and does not mean Files will be transferred to an RDFI the same day they are received by the Bank.) Input Files containing credit or debit transactions must be transmitted or delivered to the Bank at least one (1) banking day prior to the effective Entry date of the Entries contained in the File.
- ii. **Effective Entry Date.** The Effective Entry Date (contained in the Customer/Batch Header Record(s) of the ACH input File) is a date specified by you on which you intend an Entry to be posted and settled. The effective Entry date must be a future date and must not be a Saturday, Sunday or holiday observed by the Federal Reserve Bank as listed in the Federal Reserve holiday schedule. The effective Entry date is normally the same date as the settlement of funds.
- iii. **File Format.** All ACH input Files must be in the standard ACH format based on the NACHA Rules and must be encrypted and transmitted through pre-arranged access to our ACH system utilizing agreed upon logon procedures and proper access identification.
- iv. **Form and Format.** The Bank requires a balanced File and shall control when and where offset Entries occur.
- v. **Credit Entries.** The Bank reserves the right to require you to pay the Bank in immediately available funds at the time of transmittal or at any time prior to settlement, the amount of each credit Entry submitted by you.
- vi. **Debit Entries.** The Bank shall, on the applicable Settlement Date, credit the account with the amount of each debit Entry transmitted to the Bank. In the event any Entry is returned after the Bank has provided credit, you shall, upon demand, repay the Bank the amount of the Return Entry.
- vii. **Inconsistent Entries.** You acknowledge and agree that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made as provided in the Rules on the basis of the account number even if it identifies a party different from the named receiver.
- viii. **Entry Settlement.** You shall maintain an account with the Bank until the period of return for Entries has elapsed and shall maintain, in the account, immediately available and collected funds sufficient to cover all credit Entries originated and returns of debit Entries originated. You shall provide the Bank with such immediately available and collected funds no later than 8:00 a.m. ET on each settlement date sufficient to pay all Entries initiated by you, which are to be settled that day. The Bank may make deposits, withdrawals and transfers to and from your other accounts, as appropriate or necessary, in connection with any of the ACH services provided by the Bank. The Bank reserves the right to require that sufficient collected funds be in your Account(s) prior to the time any Entry is processed by the Bank.
- ix. **Pre-Funding.** The Bank reserves the right to require you to pre-fund the account prior to the settlement date of the ACH Files. The Bank shall determine whether pre-funding is required based on criteria established from time to time by the Bank. If pre-funding is required, you will provide available and collected funds sufficient to pay all Entries initiated by you no later than 8:00 a.m. ET two (2) banking days before each settlement date and prior to initiating any Entries for which pre-funding is required.
- x. **Provisional Payments.** Any payment to you by Bank for any debit Entry, returned credit Entry or credit reversal is provisional until Bank receives final settlement for the Entry. If final settlement is not received, Bank is entitled to a refund and may charge your account for the amount credited. Bank may delay the availability of any amount credited for any debit Entry or credit reversal if it believes that there may not be sufficient funds in your account to cover chargeback or return of the Entry.

- xi. **NACHA Rules for RDFI Credit Entry.** You agree to be bound by the NACHA Rules that payment of a credit Entry by an RDFI to the Receiver is provisional until the RDFI receives final settlement for the Entry. If final settlement is not received, the RDFI is entitled to a refund from the Receiver for the amount credited and the Receiver will not have been paid.
- xii. **Review.** The periodic statement issued by the Bank for the settlement Account will reflect all Entries credited and debited. The Customer must notify the Bank, within a reasonable time, not to exceed thirty (30) calendar days after the date of the statement, of any discrepancy.
- xiii. **Prenotifications.** If you choose to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, you agree not to initiate live dollar Entries until at least three (3) banking days following the settlement date of the prenotification Entry. Prenotifications will be provided in the format provided in the Rules. If you receive notice that a prenotification has been rejected or returned, you will research the problem and make any necessary corrections before transmitting another Entry.
- xiv. **No Right to Cancel.** You shall have no right to cancel or amend any Entry/File after receipt and processing by the Bank. The Bank shall use reasonable efforts to act on a request to cancel an Entry/File before processing, if Bank is able to verify the authenticity of the request. The Bank has no liability if it fails to effect the cancellation, including if the Entry is returned for insufficient funds. You agree to indemnify Bank in connection with any request to cancel or amend any Entry.
- xv. **Fees.** Customer authorizes the Bank to debit its designated account for services provided under this Product Schedule in accordance with the Bank's Schedule of Fees. The Bank may change its fees from time to time upon proper notice to Customer.

8. Bank Responsibilities.

- a. **Transmittal of Files.** Subject to Bank's right to reject or return Entries, Bank will process Files received from you and send them to the ACH Network for settlement on the effective date shown in the File.
- b. **Rejection of Entries.** The Bank may reject any Entry/File that does not comply with the requirements stated in this Product Schedule and may reject any File if you are not in compliance with this Product Schedule, including if the Entry exceeds Bank's exposure limits for you or if Bank is unable to verify the File. The Bank will notify you of rejections no later than the business day the File would have been transmitted to the ACH Network, which rejection shall be effective when given to and not received by you. Bank shall have no liability to you for the rejection of any File. It is your responsibility to remake any Entries or Files rejected.
- c. **Return Entries.** The Bank shall notify you of the receipt of a return no later than one (1) banking day after it is received by the Bank.
- d. **Notification of Change.** The Bank will notify you of correction Entries, commonly referred to as Notification of Change ("NOC") Entries, received no later than two (2) banking days after the settlement date of the NOC. You agree to make the changes submitted within six (6) banking days of the receipt of the NOC or before the next "live" Entry, whichever is later.

9. Underwriting.

- a. **Approval.** Bank approval for your use of this Service shall be subject to underwriting criteria established by the Bank from time to time. You hereby agree to provide any and all financial, business and operating information as the Bank may reasonably request in connection with the Bank's underwriting and approval process.

- b. **Authorization.** You must obtain a proper authorization in accordance with the Rules and U.S. laws before you initiate the first debit or credit Entry to your account. An authorization agreement must be readily identifiable as either an ACH credit or an ACH debit and must clearly and conspicuously state the terms of the authorization in order that the consumer or company understands the authorization to which he or she is agreeing. All debits and credits to consumer accounts must be authorized by the consumer in writing and must be signed or similarly authenticated using a digital signature or other code. Upon request, you must present a copy of your authorization to the Bank within five (5) banking days, and must retain the signed or authenticated authorization for a period of two (2) calendar years following the termination or revocation of the authorization. You hereby agree not initiate any Entry after the termination or revocation of the authorization.

10. **Types of Entries Approved for Use.** The Bank will transmit debit and/or credit Entries initiated by you to the ACH Network as provided in the Rules and this Product Schedule. The following are ACH Standard Entry Class Codes (SEC) approved for use by Customer:

- a. **CCD — Corporate Credit or Debit:** Either a credit or debit where funds are either distributed or consolidated between corporate entities.
- b. **CTX — Corporate Trade Exchange:** The transfer of funds (debit or credit) within a trading partner relationship in which payment related information is placed in multiple addenda records.
- c. **PPD — Prearranged Payment and Deposit:**
 - i. Direct Deposit – The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
 - ii. Direct Payment – A preauthorized payment is a debit application. This includes recurring bills that do not vary in amount such as insurance premiums, mortgage payments, charitable contributions and installment loan payments or standing authorizations where the amount does vary, such as utility payments.

11. **Customer Representations and Warranties.** You represent and warrant to Bank as follows:

- a. Each Entry you submit shall comply with the terms of the Master Agreement, this Product Schedule, the Rules, and all applicable federal and state laws and regulations as applicable to such Entry.
- b. Each Entry you submit shall be limited to those types or credit and debit Entries that Bank has approved in advance.
- c. With respect to each Entry you submit, all requirements and conditions for the execution of such Entry by Bank, as set forth in the Master Agreement, this Product Schedule and the Rules, shall be satisfied as of the Effective Entry Date, as that term is defined in the Rules.
- d. With respect to each Entry you submit, you agree to make all warranties that are made by Bank pursuant to the Rules with respect to the Entry and further warrant that such Entries are transmitted on your own behalf, unless Bank has agreed in its discretion to permit you to transmit Entries as a Third Party Sender.
- e. Each party shown as the Receiver on any Entry submitted by you and received by Bank has authorized the initiation of such Entry and the crediting/debiting of such party's account in the amount and on the Effective Entry Date shown on such Entry, and such authorization is operative at the time of transmittal and/or crediting/debiting by Bank. Such authorization shall be in a form that complies with all requirements of the Rules, and all other applicable federal and state laws and regulations. You agree to retain the original or a copy of equal legal standing to the original of each such written authorization for a period of six (6) years after termination or revocation of such authorization, or, in the case of an authorization for the initiation of a single Entry, for a period of six (6) years after initiating such Entry, and shall, upon request by Bank, furnish such

original or such copy of the written authorization to Bank.

- f. To use the Service, Customer shall specify one or more accounts of Customer at Bank, which are to be credited with all Debit Entries on the date finally settled and debited with all Credit Entries on the Entry Effective Date (the "Offset Account").
- g. If, pursuant to a separate agreement, you engage a Third Party Service Provider ("TPSP" or "Service Provider") to process ACH credit and/or debit Entries on your behalf and to deliver to Bank, as ODFI, certain of your Entries in a NACHA-formatted electronic transmission and Entry File for processing by Bank, such TPSP may be required by Bank to enter into a separate Third Party Service Provider Agreement with Bank. **It is Customer's responsibility to notify Bank of any use of any TPSP prior to Customer's use of such TPSP. The failure to notify Bank of such use is grounds for immediate termination of the Services.** If Customer uses Service Provider to transmit Entries/Files to Bank and Customer and Service Provider have not entered into a Third Party Service Provider Agreement, Customer (a) agrees that Service Provider is acting as Customer's agent in the delivery of Files to 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 Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Notwithstanding the foregoing, Customer hereby authorizes 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 a Third Party Service Provider Agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

12. Limitation of Liability.

- a. IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS OF THE MASTER AGREEMENT, THE PROVISIONS OF THIS SECTION 12 SHALL APPLY WITH REGARD TO THIS PRODUCT SCHEDULE. IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS PRODUCT SCHEDULE, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY CUSTOMER PURSUANT TO THIS PRODUCT SCHEDULE, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS PRODUCT SCHEDULE, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM CUSTOMER) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. CUSTOMER AGREES TO INDEMNIFY BANK AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF CUSTOMER OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 12(a).
- b. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, AND IN ADDITION TO THE "FORCE MAJEURE" PROVISIONS OF THE MASTER AGREEMENT, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

- c. SUBJECT TO THE FOREGOING LIMITATIONS, BANK'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

13. Acceptance of Product Schedule. This Product Schedule, when delivered to you as amendments to terms and conditions, does not require your signature. The "wet" or electronic signature(s) or marks on previously executed Agreements and related service documents shall be recognized as your signature approval. Your use of Services described in this Product Schedule constitutes your acceptance of and agreement to the requirements, terms, conditions, and amendments of this Product Schedule.

This Product Schedule is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.



**SAME DAY ACH ORIGATION SERVICE
ADDENDUM TO ACH ORIGATION PRODUCT SCHEDULE**

This is an addendum (the "Addendum") to the **ACH ORIGATION PRODUCT SCHEDULE** ("Product Schedule") between **You** ("Customer") and **HOMETRUST BANK** ("Bank"). This Addendum supplements the Product Schedule, modifies and supersedes any conflicting provisions contained elsewhere in the Product Schedule, and makes the following provisions part of the Product Schedule:

- 1. Purpose.** Customer has requested that Bank permit it to initiate Same Day ACH Entries to Accounts maintained at Bank and other financial institutions by means of the ACH Network. Bank has agreed to do so on the terms of this Addendum. The terms of this Addendum shall become effective as of the date of your initial use of Services provided by HomeTrust.
- 2. Eligible Same Day ACH Forward Entries.** A Same Day Entry is an Entry for which the Effective Entry Date is the same business day as the date on which the Entry is transmitted to the Bank for processing, and which meets the relevant Same Day Entry delivery deadline(s) for processing. A Same Day Entry must be for an amount not exceeding general limits imposed by the Federal Reserve or specific limits applied by the Bank and cannot be an IAT Entry. Same Day Entries will be identified based on the Effective Entry Date and the time sent for processing. ACH files with a current-day Effective Entry Date, received prior to a Same Day delivery deadline, will be considered Same Day ACH Entries (provided they are otherwise eligible for same day processing and settlement). An Entry with a stale or invalid Effective Entry Date will also be considered a Same Day Entry if it is transmitted to the Bank prior to a Same Day Entry delivery deadline and will incur a Same Day Entry Fee. Customer shall be liable for any penalties imposed on Bank and/or Customer as a result of Customer attempts to evade the Federal Reserve general limit on individual Same Day ACH Entries.
- 3. Fees.** Customer agrees to pay a fee for each Same Day Entry processed by the Bank as set forth in the Bank's Fee Schedule (the "Same Day Entry Fee").
- 4. Same Day ACH Delivery Deadlines.** There are two Same Day ACH Entry delivery deadlines each business day. All ACH input files containing Same Day ACH Entries must be received by Bank no later than (i) **10:00 a.m. ET** to meet the morning delivery deadline or (ii) **12:30 p.m. ET** to meet the afternoon delivery deadline.
- 5. Non-monetary Same Day ACH Entries.**
 - a. Remittance Information (CCD or CTX).** Remittance information using CCD or CTX zero-dollar Entries is eligible for same day processing. Such Entries will be assessed a Same Day Entry Fee.
 - b. Pre-notification Entries.** Non-dollar pre-notification Entries are not eligible for same day settlement.
 - c. Notifications of Change.** Originations of Correction Entries ("COR"), which are commonly referred to as Notification of Change ("NOC") Entries, are not eligible for same day processing.
- 6. Return Entries.** Return Entries will not be eligible for same day settlement regardless of whether the forward Entry was processed as a Same Day ACH Entry.
- 7. Reversals.** Customer may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions, as permitted by the Rules. Such Entries received prior to the relevant Same Day ACH Entry delivery deadline are eligible for same day settlement subject to the eligibility requirements set forth in Section 2 of this Addendum (titled "Eligible Same Day ACH Forward Entries") for ACH forward Entries (e.g., must be credit Entries, etc.). A Reversing Entry processed the same day is subject to the Same Day Entry Fee. The Effective Entry Date of a debit Entry to reverse a credit Entry must not be earlier than the Effective Entry Date of the credit.

All capitalized words not specifically defined in this Addendum shall have the same meaning as in the Product Schedule. Except as amended herein, all other terms and conditions of the Product Schedule shall remain in full force

Same Day ACH Origination Service Addendum (Rev. 09/2022) Page 1 of 2

and effect. This Addendum, when taken together with the Product Schedule, constitutes the entire agreement among the parties concerning the subject matter hereof. This Addendum may be delivered or accepted in counterparts, each of which shall be an original, but such counterparts together shall constitute but one document.

This Addendum is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services covered in the Product Schedule and Addendum constitutes your acceptance of the amendments.



REMOTE DEPOSIT CAPTURE (RDC) PRODUCT SCHEDULE

You ("Customer") hereby requests HomeTrust Bank ("Bank") to provide the Services described in this Remote Deposit Capture (RDC) Product Schedule ("Product Schedule"). Customer accepts and agrees to all terms, conditions, and provisions of this Product Schedule and agrees that this Product Schedule sets forth the terms and conditions pursuant to which Bank will provide to Customer the remote deposit capture ("RDC") services outlined herein ("RDC Service" or "Service"). Customer further agrees that this Product Schedule is entered into as a Product Schedule under the Business Online Banking and Treasury Management Services Master Agreement between Bank and Customer ("Master Agreement"), which is incorporated herein by reference. Customer acknowledges it has been provided with a copy of the Master Agreement and agrees to the terms of the Master Agreement. If more than one organization participates in the services described in this Product Schedule under Customer (including, without limitation, related business entities or Commonly Controlled Business Entities) then each such additional organization (each an "Additional Customer") shall be deemed to be a "Customer" under this Product Schedule and the Master Agreement. Any capitalized terms not defined in this Product Schedule shall have the meanings set forth in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **General.** This Product Schedule establishes the terms and conditions of the RDC Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. The recitals contained herein are incorporated into, and form a part of, this Product Schedule.
2. **Statement of Service.** This Service allows you to make deposits to your accounts remotely through the use of an "Approved Scanner" that creates images of Items to be deposited. The Bank may elect to provide you with a single Item scanner or may, alternatively, provide you with an incentive to purchase a multi-Item Approved Scanner. The scanned images are transmitted to Bank through a specified protocol and, those Images that satisfy the terms and conditions of the Master Agreement and the terms and conditions of this Product Schedule, are credited to your account. You must provide legible Images of the Items to be deposited and the Items must otherwise be eligible for deposit as if they were being presented in person for deposit at a physical Bank branch. If your request is approved in advance by Bank, an additional option is offered that allows you to use this Service to deposit Remotely Created Checks ("RCC").
3. **Security Procedures.** The Security Procedures set forth in Section 5 of the General Terms and Conditions of the Master Agreement, and the Security Procedures in the Security and Authentication Schedule shall apply to this Service.
4. **Eligible Items and Images.** You represent and warrant to Bank with respect to each check or image, that:
 - a. You will only scan and deposit check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"), which are payable to you. You agree that the image of the check that is transmitted to Bank (each such check and other item a "Check", "Image" or "Imaged Item" and, if more than one, "Checks", "Images" or "Imaged Items") shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text);
 - b. Any Image you transmit will meet the standards for Image quality established by the American national standards Institute ("ANSI") or other applicable standards established by Bank, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearinghouse or association;
 - c. Any information you transmit to Bank accurately represents all of the information on the front and back of any Check as of the time such Check was truncated, including without limitation: payment instructions placed on the check by, or as authorized by, the drawer, such as the amount of the Check, the payee, the drawer's signature; the information identifying the drawer and the paying bank that is preprinted on the Check,

including the MICR line; and any other information placed on the Check prior to the time an Image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check; and

- d. You shall not attempt nor permit duplicate presentment of a Check in any form, including as an Imaged Item, a paper negotiable instrument or otherwise and you will not deposit or otherwise negotiate the original Item(s) from which the Image(s) was created. You agree that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, (i) will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s), or (ii) shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check/Item.
- e. You will only transmit Checks payable to you. If you are engaged or intend to engage in any business that would result in your being classified as a “money services business” (“MSB”) as defined in the Federal Bank Secrecy Act and its implementing regulations, you agree to immediately notify Bank of same, and agree that Bank at its sole discretion may refuse to provide or terminate (as applicable) this Service.
- f. Any Third Party Agent utilized by you is familiar with, and shall at all times be in compliance with the terms hereof, including without limitation, Image quality, prohibition of duplicate Items, and proper storage and destruction of original Checks.

5. **Prohibited Checks.** You agree that, unless we specifically agree otherwise in writing, you may **not** use the Service to deposit:

- a. Checks or Items payable to any person or entity other than your company;
- b. Checks or Items containing obvious alteration to any of the fields on the front of the Check or Item, or that you know, or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check or Item is drawn;
- c. Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
- d. Checks or items previously converted to a substitute Check, as defined in Reg CC (i.e., paper checks created from an electronic image);
- e. Checks or Items that are demand drafts or remotely created checks as defined in Reg CC (i.e., checks lacking the original signature of the drawer);
- f. Checks or Items drawn on a foreign bank or payable in a foreign currency;
- g. Checks or Items that have previously been returned unpaid for any reason;
- h. Checks or Items that are postdated or more than six (6) months old;
- i. Checks or Items payable to “Cash”;
- j. Items drawn on any account of Customer (whether at the Bank or another financial institution),
- k. Items drawn on any account of Related Entities or affiliated businesses (whether at the Bank or another financial institution) for which a Senior Administrator or User is a principal, officer, joint account holder or authorized signer.

Paper originals must be endorsed before being scanned. The Images of qualifying Items (“Qualifying Items”) you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

6. **Endorsements.** You agree and warrant to Bank that each Check or Qualifying Item processed through the RDC Service will include an endorsement. Endorsement content should include, payee name, account number, “HomeTrust Bank”, and “For Remote Deposit Only”. If your scanner is equipped with ink or toner and the capability to “spray” or “frank” each item with an endorsement, you agree to keep functioning ink or toner cartridges in each scanner while in use. If your scanner is not spray-capable, you will ensure all Items include a written or stamped endorsement prior to scanning. You assume full responsibility for failure to properly endorse processed Items. You further agree that Bank is not responsible for monitoring your endorsement process and is not liable for your failure to properly endorse

processed items. Bank may inspect processed items from time to time in its sole discretion. Any loss that Bank incurs for a delay or processing error resulting from a missing or irregular endorsement or other markings made by you or your scanner will be your sole responsibility. Bank has no obligation to reimburse you for any fees or losses incurred due to the rejection of transmitted items for missing, irregular, or incomplete endorsements.

7. **File Format and Procedures.** The file containing the Imaged Items ("File") must be in the format and meet the specifications required by the Universal Companion Document X9.37 or any other agreed upon format as may be set forth in Bank's then current procedures pertaining to the Service (the "Procedures"). The Procedures may include established cut-off times as well as the use of particular Security Procedures and credentials, and may be amended from time to time by Bank with or without notice to you.
8. **Processing.** You shall balance the deposit dollar amount to the sum of the Items ("Balanced File") in each File prior to transmitting the File in accordance with the Procedures. You may send multiple Files to Bank throughout the day subject to any limit set by Bank. A File is received by Bank only when a complete File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements for sending a File to Bank. To meet Bank's cut-off times (as specified in applicable Procedures) (each a "Cut-Off Time"), the entire File must be received prior to the cut-off time and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when an Item has been delivered and received, Bank's records shall be determinative. A File that is not balanced in accordance with the Procedures or which is received after the cut-off time shall be deemed to have been received on the business day following the business day on which the File is actually received by Bank. Bank reserves the right to change the File Limit, the Deposit Limit, and the Cut-Off Time. These modifications are effective immediately and may be implemented prior to Customer's receipt of the newly established File Limit, Deposit Limit or Cut-Off Time. Customer may contact Bank at any time to verify the current File Limit, Deposit Limit or Cut-Off Time.
9. **Receipt of File.** You acknowledge and agree that you shall remain liable for and that Bank shall not be accountable to you for a File and/or Item(s) that are not received by Bank and for a File and/or Item(s) that are intercepted or altered by an unauthorized third party. You acknowledge and agree that Bank has no obligation to accept a File and therefore may reject any File or Images of Items submitted by you, including if you do not follow the Security Procedures. Bank has no obligation to notify you of the rejection of a File or Images. Bank shall have no liability to you for rejection of a File or Image(s) or for failure to notify you of a rejection. Upon receipt of the File submitted by Customer, Bank may examine the File and the Images to ensure that Customer has followed the Procedures. If Customer has not followed the Procedures or if errors exist in the data or the Images contained in the File, Bank, in its sole discretion, may reject and not accept the entire File or Bank may elect to correct the error, accept and process the File ("Corrected File"). As a form of correction, Bank may credit your account for the full amount of the deposit and make any necessary adjustments to correct the error. Bank, at its option may, but is not required to perform a risk management analysis of the File submitted by you to detect potentially fraudulent Items, and, in its sole discretion, reject the File or Image(s). (The risk management analysis is solely for Bank's benefit. The deposit of a fraudulent Item is at your sole risk.) If, after examination of the File and Images, Bank determines that you have processed and transmitted the File in accordance with the Master Agreement, the File is balanced, and the Images meet the requirements of the Master Agreement, then Bank may accept the File ("Acceptance") for deposit to your Account. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to your account shall be provisional and you shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any party. Bank reserves the right to refuse to process or reject any Imaged Items for any reason at its sole discretion.
10. **Provisional Credit and Availability of Funds.** Upon Acceptance of the File, Bank shall grant your account Provisional Credit, defined below, for the total amount of the File. "Provisional Credit" means that the credit is made to Customer's account subject to final payment of the Items and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, the Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Files will only be processed on Business Days.
11. **Maintenance and Destruction of Original Item.** Customer shall stamp the original Check "Processed" before or during the process of scanning the Check. Customer acknowledges that Checks and Imaged Items may contain confidential and nonpublic personal information about Customer's customers. Customer shall securely store all original Checks

for a period of thirty (30) days after Customer has received notice from Bank that the File containing the Images of such Checks has been accepted (the "Retention Period"). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within five (5) business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

12. **Requested Information.** Customer agrees to provide such information as requested by Bank in order to qualify Customer for the Service, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified, Customer agrees to provide information and Imaged Items as requested by Bank to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes. Such documents may include copies of Imaged Items or original Items, if available.
13. **Returned Items.** Bank will process any returned Imaged Items in accordance with applicable law and the Deposit Account Agreement governing the Account for which the Imaged Item is presented. If Images of Checks previously deposited by Customer are dishonored and returned unpaid by the drawee bank or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with this Agreement, that the original Check cannot be returned and Bank may charge back an Image of the Check to Customer's checking account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer. Return Items are processed the same way as they would be for a Check that was imaged. Customer will receive IRD (image replacement document) of return, which becomes the legal document. (The original Check is not the legal document once it has been deposited.)
14. **Image Cash Letters.** If Customer has submitted a written request for the RDC "Image Cash Letter" Service and has been approved, Customer may send Image Cash Letters ("ICLs") directly to Bank's processor ("Processor") instead of sending a File to Bank (any such customer, an "ICL Customer"). ICL Customers shall be subject to the terms and conditions of the Remote Deposit Capture Service and agree that Bank uses the services of Processor to perform processing functions for Bank. The terms Bank and Processor may be used interchangeably when used in relation to any services performed by Processor on behalf of Bank with regard to the RDC Service, including, but not limited to, the receipt and processing of ICLs and depositing images to Customer's account.
15. **Audit.** Bank may at its reasonable discretion conduct an on-site inspection of Customer's place of business and/or request any internal audits or assessments to ensure compliance with the provisions hereof.
16. **Contingency Plan.** Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a File to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical Checks and deposits to the closest office of Bank and deposit the original Checks with Bank until such time that the outage or other interruption can be identified and resolved. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature sustained by Customer as the result of the inability of Customer to use the Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions contained in the Deposit Account Agreement and not by the terms of this Agreement.
17. **Indemnification and Liability; Third Party Claims.** In addition to any other indemnification herein, Customer hereby indemnifies and agrees to reimburse, protect, defend and hold Bank and each of its parents, subsidiaries and affiliates

and their respective officers, directors, employees, and agents harmless from and against, all actions, causes of action, claims, damages, loss, liabilities, including without limitation all incidental and consequential damages, and all reasonable out-of-pocket expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising directly or indirectly from: (a) any breach of warranty or other breach, or failure to by Customer under the terms of this Agreement; (b) any warranty or indemnity claim brought against Bank by a third party under 12 CFR 229.52, 12 CFR 229.53 or other regulations in connection with a File transmitted to Bank by Customer; (c) any loss by any recipient of an Imaged Item processed by Bank if that loss occurred due to the receipt of an Imaged Item instead of the Check; any wrongful acts or omissions of Customer or any person acting on Customer's behalf in connection with Customer's use of the Service provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct. The terms of this paragraph shall survive the termination of this Agreement.

18. **Equipment.** Bank will provide the equipment hardware to you for purchase, along with a license to use the software needed specifically for the Service to scan the Qualifying Items eligible for deposit, in exchange for your agreement to use the Service for a minimum term of one (1) year. A separate device and software license will be needed for each location. Customer also may need such other equipment, software, telecommunications connectivity and Internet access as we may specify. You will not use or attempt to use any equipment, software, connectivity or Internet access for the Service that has not been either provided or approved by us in advance specifically for the Service. Customer accepts full responsibility for the installation, maintenance and security of the equipment and the software, including, but not limited to properly securing the RDC equipment and preventing inappropriate use, including establishing effective equipment security controls. You may use the equipment and software only for the purpose of processing Qualifying Items and information in the manner permitted by this Product Schedule. You may not: (1) use the equipment to process Checks through other institutions; (2) use the equipment at a location other than your regular place of business; (3) perform or allow others to perform alterations or repairs to the equipment without our written consent; or (4) attempt to bypass or disable any security feature of the equipment. In connection with the Bank providing your equipment hardware, **you may be subject to a cancellation fee of \$100** if you withdraw from or cancel Remote Deposit Capture Service within the first year of the Service.
19. **Eligible Accounts.** You agree to use the Service to deposit Qualifying Items only to a business account with us that is titled in your name and approved by us to receive deposits through the Service.
20. **Deadlines.** Customer shall receive same day credit for all Items processed and transmitted successfully to Bank by 7:00 p.m. ET on a business day, subject to the Bank's Funds Availability policy. Items received after the 7:00 p.m. ET deadline will be processed during the next business day.
21. The Bank is not liable for any failures or alterations in your transmission of remote deposits to us.
22. **Funds Availability.** Presentment and collection of Qualifying Items included in remote deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any applicable clearinghouse rules. Funds from Qualifying Items included in remote deposits will be available to you at such times after their acceptance for deposit under this Description as they would be available to you after their acceptance for deposit had they been deposited as paper originals in person to one of our employees at our main facility (under our policies as reflected in our current funds availability disclosure and 12 CFR 229.10, et seq.). Even after funds are available to you and have been withdrawn, you will still be responsible for returned Items or any other problems with the remote deposit.
23. **Retention.** You will retain and preserve the paper original of each Qualifying Item included in a remote deposit for the period of thirty (30) days after it is accepted for deposit and will destroy it immediately after the expiration of that period. During those thirty (30) days, it is your obligation to provide the original document to the Bank in order to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes.
24. **Return Items.** If Qualifying Items included in your remote deposit(s) are returned, we will provide you with Images or substitute Checks of the returned Items, rather than the paper originals.

25. Representations and Warranties. Unless prohibited by law, by making remote deposits, you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- a. That you are the lawful and intended payee of each Qualifying Item you deposit and are legally entitled to enforce and obtain payment of that Item;
- b. To the best of your knowledge, the Image transmitted to us accurately represents the front and back of the Qualifying Item at the time of scanning;
- c. That only paper originals of bona fide Qualified Items have been scanned for remote deposit;
- d. That each of the Qualifying Items included in your remote deposit(s) was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- e. That there was and will be no duplication among Qualifying Items included in your remote deposit(s);
- f. That the Qualifying Item has not been altered or modified from its original state;
- g. That you will not deposit or redeposit the paper originals of the Qualifying Items included in your remote deposit(s) or make any other deposits or re-deposits of such Qualifying Items without our informed consent;
- h. That we will not suffer any loss as a result of your remote deposit(s);
- i. That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your remote deposit(s);
- j. That all information you provide to us regarding your remote deposit(s) will be accurate;
- k. That your remote deposit(s) and all information you provide to us will be virus-free;
- l. That your remote deposits will not violate any laws; and
- m. That you have performed and will perform all your obligations under this Product Schedule.

26. Other Customer Responsibilities. You agree that you will not transmit any Qualifying Items in any form other than the form generated by the equipment and software provided for that purpose. You are responsible for ensuring the quality and clarity of the Images of the Qualifying Items being transmitted. We make no warranties with respect to the Image quality or validity of any Qualifying Item deposited through the Service. You acknowledge that transmission of Images or information through telecommunications lines or the Internet may not be secure and you accept all risk of interception or loss of data while in transmission. You are responsible for ensuring that the information you send to us is accurate, that we have received your transmissions and that they have been posted to your account. Our records relating to date and time of transmission govern in the event of a conflict between our records and your records. You will notify us immediately as soon as you know or reasonably should have known of any discrepancies or errors with respect to deposited Items as required by the Deposit Account Agreement and Disclosures. You agree to provide us with all information we may reasonably request to resolve any discrepancy, including, without limitation a copy of the original Check if it has not been destroyed. You also agree to cooperate and assist us in our investigation of any lost or unsuccessful transmission of Qualifying Items, including providing us with copies of original Checks and other records and documentation.

27. Acceptance of Product Schedule. This Product Schedule, when delivered to you as amendments to terms and conditions, does not require your signature. The "wet" or electronic signature(s) or marks on previously executed Agreements and related service documents shall be recognized as your signature approval. Your use of Services described in this Product Schedule constitutes your acceptance of and agreement to the requirements, terms, conditions, and amendments of this Product Schedule.

This Product Schedule is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.



CHECK POSITIVE PAY SERVICE PRODUCT SCHEDULE

You ("Customer") hereby requests HomeTrust Bank ("Bank") to provide the Services described in this Check Positive Pay Service Product Schedule ("Product Schedule"). Customer accepts and agrees to all terms, conditions, and provisions of this Product Schedule and agrees that this Product Schedule sets forth the terms and conditions pursuant to which Bank will provide to Customer the check positive pay service outlined herein ("Check Positive Pay Service" or "Service"). Customer further agrees that this Product Schedule is entered into as a Product Schedule under the Business Online Banking and Treasury Management Services Master Agreement between Bank and Customer ("Master Agreement"), which is incorporated herein by reference. Bank and Customer agree that by accepting this Product Schedule, Customer acknowledges receipt of and agrees to the terms of the Master Agreement. If more than one organization participates in the services described in this Product Schedule under Customer (including, without limitation, related business entities or Commonly Controlled Business Entities) then each such additional organization (each an "Additional Customer") shall be deemed to be a "Customer" under this Product Schedule and the Master Agreement. Any capitalized terms not defined in this Product Schedule shall have the meanings set forth in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **General.** This Product Schedule establishes the terms and conditions of the Bank's Check Positive Pay Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. The recitals contained herein are incorporated into, and form a part of, this Product Schedule.
2. **Statement of Service.** This Service allows you to match issued checks to checks presented for payment and provides you with the ability to instruct Bank to "Pay or Return" certain checks.
3. **Definitions.**
 - a. **"Available Funds"** means funds on deposit in an authorized account, which are available for a withdrawal pursuant to Regulation and the Bank's applicable funds availability schedule and policies.
 - b. **"Check Issuance File"** means a record describing checks drawn by the Customer on an authorized account, provided by you to the Bank.
 - c. **"Exception Check"** means a presented check that does not match a check included in a check issuance file.
 - d. **"Exception Check Report"** means a record describing exception checks, which is provided to you by the Bank.
 - e. **"Pay Request"** means your instruction to the Bank in the form directed by the Bank ordering the Bank to pay an exception check.
 - f. **"Presented Check"** means a check drawn on an authorized account and presented to the Bank for payment through the check collection system.
 - g. **"Return Request"** means your instructions to the Bank in the form directed by the Bank ordering the Bank not to pay an exception check.
 - h. **"Uniform Commercial Code"** means the Uniform Commercial Code in effect in North Carolina, Chapter 25 of the North Carolina General Statutes, as modified by agreement of the parties shall govern this Agreement (the

"NC UCC"). Unless otherwise defined, words or phrases in this Agreement shall have the meanings set forth in Articles 3 and 4 of the NC UCC.

- i. **"Security Procedures"** means the procedures described in this Agreement for verifying the authenticity of Requests.

4. **Customer Responsibilities.**

- a. *Check Issuance File.* You shall provide to the Bank a check issuance file in the format directed by the Bank via the Online Banking system no later than 8:00 p.m. ET.
- b. *Information.* Each check issuance file must specify for each check issued since the last file submitted:
 - i. check number;
 - ii. account number,
 - iii. date of issue,
 - iv. exact amount in dollars and cents
 - v. payee data, if available and is optional
- c. *Response to Exception Check Report.* You shall notify the Bank by **11:00 a.m. ET on the day** you receive the exception check report of its instruction to pay or return exception checks. You shall submit pay and return instructions via the Treasury Management Services system. **Failure to make a timely return or pay instruction will result in the Bank returning exception checks.**

5. **Bank Responsibilities.**

- a. *Matching.* Upon receipt of presented checks, Bank will compare the check number and dollar amount on the MICR line of each check with the information provided in check issuance files.
- b. May pay and charge to the authorized account each presented check that matches by check number and amount as shown in any check issuance file.
- c. Will provide to you an exception check report that indicates whether Bank has received any exception checks, and the check number and amount of each exception check with other information that Bank elects to provide.
- d. Will make available the exception check report in the format and medium and to the place agreed to by the Bank by 9:00 a.m. ET on the next business day following the date on which the exception check was presented to the Bank.

6. **Exception Check Report.** Each exception check report shall list presented checks received for which:

- a. The check number on the MICR encoding of the presented check does not match the number on the check issuance file;
- b. The check number on the presented check is a duplicate of a check number on a previously presented check;
- c. The dollar amount on the MICR encoding of the presented check does not match the dollar amount on the check issuance file; or

d. The presented check was previously paid.

7. **Payment or Return.** Bank will pay or return exception checks as instructed by you. If Bank does not receive your instruction by 11:00 a.m. ET on the day in which the Bank transmitted the exception check report, Bank will return the exception check(s).
8. **Default Provision.** If you do not provide a pay or return instruction to Bank by 11:00 a.m. ET on the day you receive an exception check report, Bank will return the check(s).
9. **Warranty.** The parties intend that a check issuance file, when provided to the Bank, shall constitute your signature for purposes of determining whether a check is properly payable. By providing the check issuance file to the Bank, you warrant that all checks that match the information in the check issuance file are properly payable.
10. **Wrongful Honor.** If Bank pays an exception check listed in an exception check report, such payment shall be "a wrongful honor," unless you submitted a pay instruction in compliance with this Agreement, provided, however:
 - a. Where a wrongful honor occurs, Bank will be liable to you only for the lesser of the amount of the wrongfully paid check, or your actual damages resulting from Bank's payment of the check;
 - b. You will be deemed to have no damages where honoring a check discharges for value an indebtedness of yours;
 - c. Bank may not assert that you are liable for the amount of the wrongfully honored check on the grounds that the check was properly payable under N.C. Gen. Stat. § 25-4-401;
 - d. Bank may assert your failure to exercise reasonable care under N.C. Gen. Stat. §§ 25-3-406(a) and 25-4-406(c), but Bank agrees that "wrongful honor" shall constitute failure to exercise ordinary care under the loss allocation provisions of those sections.
11. **Wrongful Dishonor.** If Bank dishonors a check either (i) contrary to a pay instruction in compliance with this Agreement, or (ii) where a wrongful dishonor occurs, then Bank's liability for wrongful dishonor shall be limited to the types of damages contemplated and shall not exceed the amount of damages recoverable under N.C. Gen. Stat. § 25, Articles 3 and 4. Bank shall in no event be liable for consequential or punitive damages. Furthermore, Bank shall have no liability to you for wrongful dishonor where Bank, acting in good faith, returns an exception check that it reasonably believed was not properly payable, or if there are insufficient available funds on deposit in the authorized account, or if required to do so by the service of legal process or instructions of regulatory or government authorities or courts.
12. **Rightful Payment and Dishonor.** Where Bank honors an exception check pursuant to this Agreement, you may not assert that an exception check was not properly payable under N.C. Gen. Stat. § 25-4-401 or otherwise. Where Bank dishonors an exception check pursuant to this Agreement, you may not assert that the dishonor was wrongful under N.C. Gen. Stat. § 25-4-402. Bank shall be deemed to exercise ordinary care whenever it pays or returns an exception check in compliance with this Agreement.
13. **Faulty Information.** Bank will be liable for losses, other than consequential or punitive damages, proximately caused by its honor of a check that was not properly payable or its dishonor of a check that was properly payable if the honor or dishonor occurred because:
 - a. Bank was required by this Agreement to have shown the check on an exception check report but failed to do so; or
 - b. Bank was required by this Agreement to have shown the check on an exception check report but reported the wrong check number (unless Bank timely provides information that disclosed the error).

14. **Acceptance of Product Schedule.** This Product Schedule, when delivered to you as amendments to terms and conditions, does not require your signature. The “wet” or electronic signature(s) or marks on previously executed Agreements and related service documents shall be recognized as your signature approval. Your use of Services described in this Product Schedule constitutes your acceptance of and agreement to the requirements, terms, conditions, and amendments of this Product Schedule.

This Product Schedule is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.



ELECTRONIC BILL PAYMENT DELIVERY SERVICE PRODUCT SCHEDULE

You ("Customer") hereby requests HomeTrust Bank ("Bank") to provide the Services described in this Electronic Bill Payment Delivery Service Product Schedule ("Product Schedule"). Customer accepts and agrees to all terms, conditions, and provisions of this Product Schedule and agrees that this Product Schedule sets forth the terms and conditions pursuant to which Bank will provide to Customer the electronic bill payment services outlined herein ("Bill Payment Service" or "Service"). Customer further agrees that this Product Schedule is entered into as a Product Schedule under the Business Online Banking and Treasury Management Services Master Agreement between Bank and Customer ("Master Agreement"), which is incorporated herein by reference. Customer acknowledges it has been provided with a copy of the Master Agreement and agrees to the terms of the Master Agreement. If more than one organization participates in the services described in this Product Schedule under Customer (including, without limitation, related business entities or Commonly Controlled Business Entities) then each such additional organization (each an "Additional Customer") shall be deemed to be a "Customer" under this Product Schedule and the Master Agreement. Any capitalized terms not defined in this Product Schedule shall have the meanings set forth in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **General.** This Product Schedule establishes the terms and conditions of the Bank's Bill Payment Service and sets forth the obligations and responsibilities of the Bank and Customer with respect to this Service. The recitals contained herein are incorporated into, and form a part of, this Product Schedule.
2. **Statement of Service.** Bank shall provide you with a secure online method of issuing payments from your deposits accounts to third parties. Pursuant to this Service, you may establish payees to whom payments can be made, schedule such payments to occur in advance at your convenience, and set up recurring payments. Payments are initiated as either an electronic payment or as a paper check depending on whether the payee is capable of accepting electronic payments. From time to time Bank, in its discretion, may add and/or eliminate types of accounts that are eligible to use the Service, and may alter features or functions of the Service to meet the changing business needs of Bank and its customers. The Bank has the right, in its sole discretion, to impose limits on the Service, which may include daily limits, per transfer limits, or payee limits.
3. **Definitions.** In addition to the definitions contained in the General Terms and Conditions, the following definitions shall apply with respect to this Service:
 - a. **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
 - b. **"Payment Instruction"** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
 - c. **"Payment Account"** is the checking account from which bill payments will be debited.
 - d. **"Billing Account"** is the checking account from which all Service fees will be automatically debited.
 - e. **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays.
 - f. **"Scheduled Payment Date"** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
 - g. **"Due Date"** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

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

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

5. **Payment Scheduling:**

- a. The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.
- b. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least two (2) Business Days before the actual Due Date.
- c. Scheduled Payment Dates must be prior to any late date or grace period.
- d. *Fund must be available in your Payment Account on the Scheduled Payment Date.*
- e. You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new Biller in the Service, it may take two (2) Business Days to set up the Biller to receive payments. You should schedule a payment to a new Biller at least ten (10) Business Days before any payment Due Date, to
- f. allow the Service time to set up the Biller and verify information about your account with the Biller.
- g. For all subsequent payments, you agree to allow at least four (4) to ten (10) Business Days between the Scheduled Payment Date and the payment Due Date.
- h. If the online session during which you schedule a payment or transfer ends by 2:00 p.m. ET on a Business Day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day.

6. **Security Procedures.** In addition to the Security Procedures set forth in Section 5 of the General Terms and Conditions of the Master Agreement, you will abide by the Security Procedures in the Security and Authentication Schedule.

7. **Payment Authorization and Payment Remittance.**

- a. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system following the use of the Security Procedures. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.
- b. When any payment or other online Service generates items to be charged to your Payment Account, you agree that the Service may debit your Payment Account without requiring your signature on the item and without prior notice to you.

- c. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you.
 - d. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
 - e. The Service will use commercially reasonable efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
 - i. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
 - ii. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
 - iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
 - iv. Circumstances beyond control of the Service Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
 - f. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.
8. **Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.
9. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Pay application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.
10. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bank using the toll free number located on the Bank's website. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.
11. **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service, however, such payments are discouraged and *will be scheduled at your own risk*. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All

research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

12. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
 - a. ***Information provided to the Biller.*** The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
 - b. ***Activation.*** Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
13. **Authorization to obtain bill data.** Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
14. **Notification.** The Service will use commercially reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
15. **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
16. **Non-Delivery of electronic bill(s).** You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
17. **Accuracy and dispute of electronic bill.** The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.
18. **Failed or Returned Transactions.** By using the Service, you are requesting us to make Payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you may receive a return notice from Bank. In such cases, you agree that:

- a. You will reimburse Bank immediately upon demand the transaction amount that has been returned to Bank;
- b. For any amount not reimbursed to Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You will reimburse Bank for any fees imposed by your financial institution as a result of the return;
- d. You will reimburse Bank for any fees it incurs in attempting to collect the amount of the return from you;
and
- e. Bank is authorized to report the facts concerning the return to any credit reporting agency.

19. Information Authorization. Through your enrollment in the Service, you agree that Bank and/or its Bill Payment Service provider reserve the right to request a review of your credit rating at its/their own expense through an authorized credit reporting agency or bureau. In addition, you agree that the Bank or its Bill Payment Service provider reserves the right to obtain financial information regarding your account from a Payee or Bank (for example, to resolve payment posting problems or for verification).

20. Acceptance of Product Schedule. This Product Schedule, when delivered to you as amendments to terms and conditions, does not require your signature. The “wet” or electronic signature(s) or marks on previously executed Agreements and related service documents shall be recognized as your signature approval. Your use of Services described in this Product Schedule constitutes your acceptance of and agreement to the requirements, terms, conditions, and amendments of this Product Schedule.

This Product Schedule is delivered to you as amendments to terms and conditions. No signature is required. Your continued use of Services constitutes your acceptance of the amendments.