

Thank you for selecting Service1st Bank of Nevada.

This booklet describes the wide variety of cash management services we offer and also provides you with the terms and conditions that will apply to your service(s) throughout our banking relationship.

By signing the Authorization and Agreement form, you agree to the general provisions section of this booklet. You also agree to the provisions that cover any specific service that we provide to you. We may change, add to, or delete from the terms and conditions disclosed in this booklet from time to time. You acknowledge your acceptance of those changes by continuing to use the affected service(s).

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ACCOUNT RECONCILEMENT SERVICES

If your business writes a significant number of checks each month, our Account Reconciliation Services may help simplify your bookkeeping procedures. Our services also help you to increase audit control of your checking account and, depending on the services you request, provide you with tools to help authenticate that a check was issued by you prior to it being paid. Your enrollment in Account Reconciliation Services does not alter your obligations to keep your check stock safe and to adopt other security measures, or to promptly review account activity and report to us checks paid with missing signatures or with altered information, or to check the endorsements on paid checks. Please refer to your Account Agreement for more information.

1. Traditional Service

This is our full reconciliation service for each account. You agree to provide to us issue information on checks you have issued within the timeframes and in the manner described in the User Materials. At the end of each accounting period, such as we agree, we provide you with the status of all checks you have issued, including paid, outstanding, exception, stopped, voided, and canceled checks. The previous month's outstanding checks are carried forward and the dollar amounts balanced for each period. You agree to add to your Issue Information all items identified by Bank as not matching Issue Information.

2. Partial Reconciliation Service

Under this service, each accounting period, we send you a report of all checks paid within that period.

3. Deposit Reconciliation Services

Under this service, if you have multiple business locations depositing to a single deposit account, we will segregate deposits by location.

You may customize your Account Reconciliation Services by the manner in which you receive your paid check information. We offer images of paid checks on CD-ROM or through data transmission, paper report or our 1stNet Online Banking Services.

AUTOMATED CLEARING HOUSE (ACH) ORIGATION SERVICES

1. Definitions

The following terms shall have the following definitions.

ACH File - shall mean the process by which the Customer transmits an electronic record of transactions and an offsetting transaction for the total of the transactions to the Bank. Such ACH File shall be formatted in compliance with all NACHA Rules.

ACH Origination Services - shall mean the procedures used by the Bank to process the ACH File by sending the entries contained in the ACH File to the Federal Reserve Bank for processing and by crediting or debiting the Customer's account at the Bank for the amount of the entries contained in the ACH File.

NACHA Rules - shall mean the Rules and Regulations of the National Automated Clearing House Association.

2. Duties of Customer

The Duties specified in this section are in addition to those Duties specified in the Electronic Services Section of these Terms & Conditions.

- A. **Applicable Rules** Customer shall abide by and operate in accordance with all applicable rules and regulations set forth in the NACHA Rules, including the formatting of the ACH File.

Customer understands and acknowledges that transfers from one account at the Bank will be in compliance with the Office of Foreign Asset Control (OFAC) regulations relating to preventing restricted transfers to countries which have been targets of U.S. economic sanctions or individuals listed on OFAC's list of Specially Designated Nationals and Blocked Persons.

- B. **Authorization** Customer shall obtain an authorization from each of its customers and/or employees to make entries to the account of that customer or employee, which authorization shall comply with the NACHA Rules. Customer shall retain a copy of each authorization for two (2) years after revocation or termination of such authorization.
- C. **ACH Files** ACH Files shall be provided in the format specified by the Bank and shall be delivered to the location and in accordance with the time schedule specified by the Bank. Current cutoff time for ACH origination is 2:30 pm (PST). We require a minimum of 128-Bit Encryption when transferring data across the Unsecured Electronic Network.

- D. Funds Customer will provide funds to cover any credit entry initiated by it and sent by the Bank on or before the settlement date.
- E. Any entry of banking information, including, but not limited to, an Entry, Entry Data, a routing number, an account number, and a PIN or other identification symbol, transmitted or exchanged between Service1st Bank of Nevada and an ACH Operator must be encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology.
- F. Unsuccessful Transmission Customer understands and acknowledges that it is Customers', and not the Banks', responsibility to initiate and confirm complete transmissions and entries. If a transmission or entry is, for any reason, rejected or otherwise unsuccessful, it shall be Customers' responsibility to remake the transmission or entry.

3. Duties of Bank

The Bank shall have no obligation to Customer other than to accurately process each ACH File in accordance with NACHA Rules. Customer is solely responsible for the adherence to all current NACHA Rules and for the accuracy of the electronic information contained in each ACH File.

4. Acknowledgement

Customer acknowledges that they should obtain a copy of the NACHA Rules handbook for reference to current NACHA Rules. NACHA Rules handbooks can be ordered by accessing www.wespay.org.

Customer authorizes Bank to make an investigation of credit, either directly or through an agency.

AUTOMATED LOAN SWEEP SERVICES

This Loan Sweep Service Agreement (this "Agreement") contains all of the terms and conditions governing Service1st Bank of Nevada's ("Bank") Loan Sweep Service ("Loan Sweep"). Customer noted below ("Customer"), requests that Bank, provide a demand deposit account processing arrangement whereby the balance in one or more designated Sub-Accounts is maintained at a certain Balance Level by daily transferring funds to or from such account to or from a designated Loan Account. This procedure enables the Customer to identify particular account activities through the use of these Sub-Accounts while concentrating cash balances in the Loan Account for improved cash control. The following account and other accounts agreed to in writing between the Customer and the Bank are subject to this Agreement:

In consideration of the premises and promises made by the parties in this Agreement, the Customer and the Bank agree as follows:

1. Transfers

Daily, after all debits and credits have been processed for the Sub-Accounts, transfers between the Sub-Accounts and the Loan Account will be made by the Bank based upon the amount necessary to maintain the Sub-Accounts at the Balance Level.

2. Commercial Line of Credit

Customer will establish a revolving Commercial Line of Credit (Loan Account) with Bank. Any Available or Collected Funds concentrated into the Sub-Account(s) at the end of each day will be applied against the outstanding balance of the Loan Account. Customer may issue checks in excess of its Bank deposits not to exceed the amount of the available balance of the Loan Account. If checks are issued in excess of deposits, resulting in an overdraft or uncollected funds position in the Sub-Account(s), funds will move from the Loan Account to bring the Sub-Account(s) to the specified Balance Level. Customer hereby authorizes all automated transfers to or from the Loan Account.

3. Sufficient Funds

The funds maintained by the Customer in the Loan Account will be sufficient to maintain a positive ending Available Balance in the Loan Account after transfers between the Loan and Sub-Accounts have been completed.

4. Insufficient Funds

The Customer further agrees that if at any time Available or Collected funds in the Loan and/or Sub-Accounts are insufficient to pay items as presented, the Bank may dishonor items in any order and on any of such accounts as it in its sole discretion determines, and the Customer specifically waives any claims against the Bank for the same.

AUTOMATED MUTUAL FUND INVESTMENT SWEEP SERVICES

1. Authorization to Process Sweep Securities Transactions

The undersigned Customer hereby authorizes the Bank to process securities sweep purchase and sale transactions in shares of the designated mutual funds in accordance with the terms of this Agreement.

Bank shall have the authority to charge or credit Customer's Bank account ("Account") for any purchases/sales, or other debits and credits using the account listed on the Automated Mutual Fund Investment Sweep Information Sheet.

All such purchases and sales for the Account shall be made in accordance with the sweep procedures described herein:

2. Sweep Procedure

The Customer agrees that the Accounts shall have a sweep feature, as follows:

- A. **Target Balance:** You may elect to maintain a target balance in your operating account. The Target Balance may be adjusted from time to time upon mutual agreement by the Customer and the Bank.
- B. **Review of Account:** Following the initial deposit to a new Account, or the designation made herein of an existing account as the Account, the Bank shall review the balance of collected funds in the Account ("Actual Balance") at the end of each business day.
- C. **Maximum Balance:** If, upon review of the Account as described in subparagraph (b) above, the Bank determines that the Account has an Actual Balance in excess of the Target balance, the Bank shall, on the next business day, acting solely as the customer's agent, transfer from the Account, in minimum increments, to be determined upon mutual agreement by the Customer and the Bank, an amount of funds equal to the excess of the Actual Balance over the Target Balance. The Bank shall, as the Customer's agent, invest the same in shares of the mutual funds designated without recourse to the Bank.
- D. **Minimum Balance:** If, upon review of the Account as described in subparagraph (b) above, the Bank determines that the Account has an Actual Balance less than the Target balance, the Bank shall, on the next business day, acting solely as the Customer's agent, redeem shares of the mutual funds designated and owned by the customer, in a dollar amount equal to the excess of the Target Balance over the Actual Balance, in minimum increments, to be determined upon mutual agreement by the Customer and the Bank, and shall deposit such amount in the Account.
- E. **Appointment as Agent:** The Customer hereby appoints the Bank, and such of the Bank's officers and representatives as the Bank may designate, as the Customer's agent for purposes of conducting all banking administrative functions in connection with Account reviews, sweeps and other actions authorized in this paragraph.

3. Fees and Charges

For the Bank's services under this Agreement, the Customer shall pay the Bank an annual fee equal to 25 basis points (0.25 of 1%) of the amount invested which will be deducted from dividends earned on a monthly basis. The Bank is hereby authorized to deduct this fee from the Account.

The Bank may also receive shareholder servicing and other administrative fees with respect to the Customer's shares of the mutual funds from such funds, their distributors or investment advisers. These fees are set forth in the prospectuses of the mutual funds. Customer does hereby acknowledge receipt of the mutual fund prospectus.

4. Customer Acknowledgments

The Customer acknowledges that shares of the mutual funds (i) are not insured by the federal deposit insurance corporation; (ii) are not deposits or other obligations of the bank and are not guaranteed by the bank; and (iii) are subject to investment risks, including possible loss of the principal invested. The sole duty of the bank with respect to this agreement and the agency relationship with the customer is to execute purchases and redemptions of shares in the mutual funds as the customer has ordered pursuant to the terms of this agreement. The bank has not made and will not make any investigation of, or recommendations with respect to, the nature or investment quality of the mutual funds or shares therein, and expressly disclaims any responsibility for the decision of the customer to invest in the fund, which decision the customer represents has been made and will be made without the participation or advice of the bank. No officer or representative of the bank is or shall be authorized to provide any information to the customer about the funds other than by the delivery of a prospectus or other related material (which prospectus or other related material has been prepared by persons unrelated to the bank and for which the prospectus or other related material neither the bank nor any officer or representative of the bank is responsible). The bank shall have no liability whatsoever to the customer with respect to actions taken or omitted by any person

in connection with this agreement or the purchase or redemption of shares in the mutual funds, except for actions taken or omitted by the agent in bad faith.

5. Termination

The Customer may terminate this Agreement at any time by written notice to the Bank. Upon receiving notice, the Bank will close the Investment Account, redeem the Customer's shares of the mutual funds, and deliver the proceeds to the Customer.

The Bank may terminate this Agreement upon 30 days' written notice to the Customer. After 30 days, or earlier if the Customer so requests, the Bank will close the Investment Account, redeem the Customer's shares of the mutual funds, and deliver the proceeds to the Customer.

6. Operation of the Investment Account

- A. The Bank shall mail to the Customer a monthly statement itemizing all securities transactions in the Investment Account.
- B. The Bank shall use reasonable promptness in executing the orders of the Customer to purchase and redeem shares in the mutual funds, but in no event shall the Bank have any duty to purchase or redeem shares in the mutual funds earlier than on the next banking day after the date of the receipt of the Customer's order. The Bank shall also use reasonable promptness in crediting dividends paid by the mutual funds to the Investment Account, but in no event shall the Bank have any duty to credit the Investment Account with dividends prior to the close of business on the second banking day (not including the day of receipt) following the receipt by the Bank of the dividends. The Bank will endeavor to forward to the Customer any proxies, financial statements or other literature received by the Bank in connection with or relating to the shares held in the Investment Account, but the Bank shall be under no obligation to forward such proxies, financial statements or other literature.
- C. Neither the value of the mutual fund shares purchased nor their rate of return is guaranteed, and the Customer agrees that the Bank shall not be responsible for any decline in the value of the investment or in the rate of return.
- D. The interest of the Customer in the mutual funds or in this Agreement may not be transferred, participated, assigned or hypothecated and any such transfer, participation, assignment, or hypothecation shall be of no force or effect.

CASH VAULT SERVICES

This service allows you to make withdrawals of cash and deposit of cash and items to one or more of the designated cash vault locations as we agree. You must arrange with an armored carrier for the delivery of deposits and/or for the order of currency and/or coin to and/or from each location(s). The armored carrier is your agent.

Any credit to your accounts prior to our verification of a deposit is provisional credit only and may be corrected. Our verification of deposits is conclusive and binding on you. You waive any discrepancy between your records and our records if your claim is made past the timeframes set in the User Materials.

COURIER SERVICES

Customer hereinafter designated as the "Depositor", hereby enters into this Agreement with Service1st Bank of Nevada, hereinafter designated as the "Bank", whereby the Depositor shall forward deposits in a properly locked and approved bag to the Bank by the Service1st Bank of Nevada Courier Service, hereinafter designated as the "Service". The courier shall deliver to and receive from the Bank such items contained in the bag as checks or other items belonging to the Depositor and the Bank is authorized to act as the Depositor's agent by opening the bag(s), processing the contents, crediting the proper account(s) as identified on the deposit slips, and to transact such other business on behalf of the depositor as may be incidental and proper.

It is specifically agreed that the Bank in accepting these deposits in this manner is doing so as a courtesy and convenience to the Depositor and that the Bank shall not be held responsible or liable in the event the contents of the bag fail to conform with the amounts listed on the deposit slip(s). It is agreed, that in the event of any such discrepancy, the Bank's count and totals shall be accepted by all concerned, and that the Bank shall process the deposit exactly as prepared by the Depositor, but shall correct any discrepancy by either debiting or crediting the appropriate account. ***The Depositor is not to place cash into deposit bags.***

The Depositor agrees to prepare their deposit in an acceptable manner and to enclose a properly completed deposit slip for each account for which there is a deposit. A properly completed deposit slip is defined as having the Depositor's name and account number inscribed on it, all checks listed separately and in their proper place, and all deposited items added together to arrive at a grand total for the complete deposit, which must also be recorded in its proper place.

The Bank will forward (as applicable) any deposit receipts, correction advices, returned items or other items intended for the Depositor in the locked bag returned by the Service to the Depositor.

Deposits picked up by the Service prior to 4:00 p.m. will be credited to the Depositor's account as of the day of the pickup. Deposits picked up after 4:00 p.m. will be credited to the Depositor's account on the next business day.

The Bank reserves the right to withdraw the Service at any time without notice, and shall not be liable for any loss resulting therefrom. The Depositor agrees to return to the Bank any and all bags, keys, and other equipment belonging to the Bank immediately upon notification of termination of the Service.

This agreement is applicable to any and all related accounts of the customer, to include accounts owned by the business, business owners and employees, and shall remain in effect until notice of termination is given by one or more of the parties thereto, or is superseded by an Agreement bearing a later date.

This constitutes the complete agreement between the Bank and the Depositor regarding the use of the Service. It may not be changed orally and supersedes any and all previous agreements with respect thereto, if any. This Agreement shall be subject to and construed under the laws of the State of Nevada.

The Bank will not deem the deposit received from the customer until the deposit bag(s) arrive at one of the Bank's Branch Offices. The Bank does not insure the deposit until received at the Bank's premises. Accordingly, the customer should arrange alternative insurance coverage, if the customer desires the deposit to be insured while being transported.

At the discretion of the Bank; limited courier transported cash deposits and change orders may be provided. In addition to the existing and agreed upon acceptance and processing of deposits and change order requests received by the Bank, the Depositor further agrees to the following:

1. Cash deposits and change orders must be transported in an approved locked or sealed bag.
2. Depositor acknowledges the Bank **does not** provide insurance coverage. If the Depositor desires the deposit or change orders to be insured while being transported, the Depositor should arrange alternative insurance coverage.
3. Depositor recognizes that in following their instructions to transport cash, the Bank will come into possession of cash, which parties other than the Bank can deposit or claim an interest in. Depositor hereby agrees to indemnify and hold Bank harmless from and against any and all claims, actions, whether groundless or otherwise, as well as from and against, any and all liabilities, losses, damages, judgments, costs, charges, attorneys' fees, and any other expenses of every nature and character in any way related to claims by any party or parties to include the Depositor related to services provided under the Agreement.
4. Depositor agrees that officers and employees of the Bank shall not be individually liable to Depositor for any action or non-action of such persons.

DEPOSIT CONCENTRATION SERVICES

With this service, you may initiate Payment Orders to transfer funds from your deposit accounts at other U.S. financial institutions to your deposit accounts with us. You must meet any conditions on these transfers imposed by the other financial institutions.

DIRECT DELIVERY OF CHECKS

With this service, we offer you the additional service wherein you may encode checks and other paper items with the dollar amount of the item using Magnetic Ink Character Recognition ("MICR") machines prior to depositing them with us. Any MICR encoding performed by you shall be in accordance with the User Materials and in accordance with the American Banker's Association's MICR standards. All deposits made pursuant to this Service must meet the standards set in the User Materials. Deposits not prepared in accordance with the User Materials may be rejected or delayed and we may impose additional fees for handling non-conforming deposits.

We may but are not obligated to correct any MICR encoding error made by you.

You agree to indemnify, defend and hold us, our officers, employees and agents harmless from and against any failure by you to encode the dollar amount on any Item(s) correctly. This provision shall survive termination of the service and the Agreement.

ELECTRONIC SERVICES AGREEMENT

1. The Services Provided by the Bank

The Bank agrees to provide to the Customer certain electronic services via Internet access (the "System"). As stated in greater detail elsewhere in this Agreement, The System shall allow the Customer, from the Customer's computer, to: (a) access specific information regarding the Customer's loan and deposit accounts ("Accounts") with the Bank; (b) transfer funds between the Customer's Accounts with the Bank, (c) initiate wire transfers of funds from the Customer's Accounts with the Bank; (d) perform stop payment orders; and, if the Customer agrees, (e) perform Automated Clearinghouse ("ACH") functions.

2. Charges for the System

- A. The Bank shall charge the Customer for services as disclosed in the Account Disclosures and Schedule of Fees brochure in effect at the time such services are rendered.
- B. The Bank shall either direct debit or charge through account analysis Customer's Account for the amount of the charges for the prior month. Customer hereby grants the Bank all necessary authority to debit Customer's account.

3. Customer's Duties

- A. Customer covenants and warrants that it shall only allow access to the System to those individuals authorized by Customer. Customer also represents and warrants that Customer shall only operate the System in a manner consistent with the training provided by the Bank to the Customer.
- B. Customer is solely responsible for the accuracy of all electronic information, including information contained in an ACH File if applicable, and for the authenticity of any transaction. It is the sole responsibility of the Customer to properly and accurately receive, store, process, and transmit to Bank any electronic information. In the event of Customer's failure to comply with its obligations under this Section, Customer shall cooperate with Bank to correct any error which has occurred and will make available to Bank such records as may be necessary to do so.
- C. Customer understands and acknowledges that a stop payment order can only be successfully processed by the System on the same day if Customer has received confirmation from the System by 4:00 p.m. on the day that the stop payment order was successfully transmitted to the Bank.
- D. Customer understands and acknowledges that a transfer from one account at the Bank to another account at the Bank can only be successfully processed by the System on the same day if Customer has received confirmation from the System by 2:30 p.m. on the day that the transfer order was successfully transmitted to the Bank. Customer further understands that transfers made from an account that is attached to a "Mutual Fund Sweep" account must be completed by 11:00 a.m. on the day that the transfer order was successfully transmitted to the Bank.
- E. Customer understands and acknowledges that a transfer from one account at the Bank to another institution can only be successfully processed by the System on the same day if Customer has received confirmation from the System by 2:30 p.m. on the day that the transfer order was successfully transmitted to the Bank.

Customer understands and acknowledges that transfers from one account at the Bank to another institution will be in compliance with the Office of Foreign Asset Control (OFAC) regulations relating to preventing restricted transfers to countries which have been targets of U.S. economic sanctions or individuals listed on OFAC's list of Specially Designated Nationals and Blocked Persons.

- F. Customer understands and acknowledges that all information provided by the Bank to the Customer through the System is current and represents a facsimile of information contained in the Bank's bookkeeping records.
- G. Customer shall provide, at its own expense, the computer hardware and software that is required to access the Internet for further access to the System.

4. ACH Provisions

Refer to "Automated Clearing House Services" section of this agreement for detailed description of terms and conditions.

1ST NET ONLINE BANKING SERVICES

This Online Banking Agreement states the terms and conditions that apply when you use the Service1st Bank of Nevada online banking (1stNet) and Bill Pay Service. These terms and conditions are in addition to those that apply to any account you have with us or any other service you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. This Agreement is also subject to applicable federal and state laws. 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.

"You" and "your" mean each person who establishes a 1stNet account with us, or who uses or is authorized to use a 1stNet Log in ID and password (or other means of access we establish or approve). "We," "us," and "our" refers to Service1st Bank of Nevada (the Bank).

Please read this Agreement carefully. By submitting Service1st Bank of Nevada's Online Banking Application through the Internet or by paper, you agree to be bound by the terms and conditions contained in this agreement. Online banking transactions are additionally governed by any other separate agreement(s) you may have with us, including, but not limited to, the Account Agreement, Signature card and the Fee Schedule.

1stNet Banking Services

You may access your account information by using a specific Internet User ID and initial password assigned to you. The Online Banking Service allows you to:

- Transfer funds between your accounts
- Obtain balance information on your accounts
- Review transactions on your accounts
- Make loan payments
- Online Bill Payment (optional)
- Obtain copies of statements
- Make Stop Payments
- Obtain copies of cancelled checks/deposits

Collectively, these services are referred to as 1stNet online banking. Notification of the availability of additional online banking services will be made on the Bank's website: www.service1stnevada.com.

Account Balances

Account balances are available through 1stNet for your linked checking, savings, mutual accounts and certificates of deposit. Information about lines of credit and loans is also accessible. 1stNet lists your current account balance at the time of access. The available balance consists of funds that are readily available for withdrawal. Balances may include deposits that may be subject to verification by us.

Business Days and Hours of Operation

The services are available 24 hours a day, 7 days a week. However 1stNet may be temporarily unavailable due to record updating, technical difficulties, or special maintenance periods. For purpose of transactions, Service1st Bank of Nevada business days are Monday through Friday, excluding holidays as determined by us. All online transaction requests received after 4:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next business day. All references to time in this document are Pacific Standard Time (PST).

No Signature Requirement

When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated account without requiring your signature on the item and without notice to you.

User ID and Password

The User ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your password. For security purposes, you will provide a temporary password at the time of enrollment. For security purposes, the system will automatically prompt you to change your password the first time you log in. You may change your User ID or password by clicking on the "Personal" tab listed under the Options heading. The system will automatically prompt you to change your password every 180 days. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

Sessions

A "session" is completed when you click on the "Exit" button, close your browser, or move to a web site outside the secure socket layer established by the Bank. The session may also be terminated if there is no activity within a set amount of time. In the event of a communications error, the session is terminated automatically. If you have not completed your transaction before the session is terminated, you must begin the transaction again from the beginning. You should be careful to Exit (sign off) after each use of the Online Service to avoid providing unauthorized access to your account by other persons who might have access to the computer on which you conducted your session.

Documentation and Verification of Payments and Transfers

Upon completion of a transaction using Online Banking, a confirmation number (for transfers) will be given. You should record this number, along with the scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Online Banking.

Bill Payment Services

You may enroll online for Bill Pay by designating the account from which payments are to be made, and agreeing that we will charge your account for those payments. By using our Bill Payment service you agree that based upon instructions received under your password, we can charge your designated account by electronic transfer or by debiting and remitting funds on your behalf.

All Bill Pay payments are made from your designated checking account. You have the option to pay by paper check or electronically. You may make payments to any business, merchant, or professional for products or services. You also may make payments to individuals, family or friends for non-business purposes. Payments may be made only to payees with a U.S. payment address. You may not make a payment to any governmental entity or court-directed payments through Bill Pay.

When setting up a new payee with the electronic payment option, your payee must already be established in the system's electronic payee database. Be sure you have chosen the correct payee from the look-up option 'Search Electronic Payees' and that you have entered your account number correctly (without dashes or spaces). Please be aware that companies may not be able to be paid electronically when you first attempt to set them up with Bill Pay, but may be added to the list in the future. Remember that you must have sufficient funds available at the time an electronic payment is processed. Electronic payments will not be sent if funds are not available.

If you pay a bill by check (paper), the check will be mailed from our processing center in Houston to your payee. The check will post against your account after it has cleared through the banking system, exactly as if you had written the check manually.

Service1st Bank of Nevada will require written notification, if you wish to remove or cancel Bill Pay.

Requests for payments to third parties through Bill Pay made before 12:00 p.m. (PST) on a business day are processed that day. Bill Pay requests after 12:00 p.m. on a business day, or on a non-business day, will be processed the next business day. Recurring payments set up by you through Bill Pay, that fall on a non-business day will be processed the following business day. Remember that payments are processed (sent) on the date you specify, however we cannot guarantee when your payee will receive your payment or credit your account. Typically, electronic payments are received in 2 to 4 business days and check (paper) payments mailed through the U.S. Postal Service are typically received in 7 to 10 business days, so plan accordingly. You should also allow additional time for the first payment you send to a payee through Bill Pay to allow the payee to adjust to the new form of payment. You understand and agree that we are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as the failure of the Bill Pay payee to properly post a payment to your account. To cancel a bill payment that you have scheduled through Bill Pay, you must cancel the payment online the day before the date that the payment is scheduled to be processed. If you enter and schedule a payment for the current day, you have until 12:00 p.m. to edit or delete the payment.

Errors or Questions

If you have a question about an Online Banking transaction, or if you believe there is an error on your statement, please contact us immediately. You may telephone us at 1-702-966-7400 or write us at:

Service1st Bank of Nevada
Attention: Central Services Division
8363 W Sunset Rd., Suite 350
Las Vegas, NV 89113

We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

When you report the error:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty- five (45) days to investigate your complaint or question.
- If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.
- If we ask you to put your complaint in writing and we do not hear from you within ten (10) business days, we may not credit your account.
- If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.
- If a notice of error involves an electronic funds transfer that was initiated in a foreign location, the applicable time period for action shall be ten (10) business days and ninety (90) calendar days in place of forty-five (45) calendar days.

Confidentiality

We will only disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers, or to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or to comply with a government agency or court orders, or if you give us your written permission.

Privacy

The Bank recognizes that our customers visiting our online website have an expectation of privacy in their dealings with us. For these reasons, the Bank takes its responsibilities for the protection of the security and privacy of customer information seriously. Our privacy policies are described in the Bank's Privacy Notice available at any branch or on our website.

Your Responsibility

You are responsible for all transfers that you authorize using our Online Banking services. If you permit other persons to use the Online Banking services or your password, you are responsible for any transactions they authorize from your accounts, whether or not you intended that they perform these transactions. Transactions that you initiate, or someone acting with your permission, with fraudulent intent will also be authorized transactions.

You authorize the Bank to act on all transactions received under your User ID and password and to deduct any service charges directly from your account balance. You also agree to be liable for any account shortage resulting from charges or overdrafts. This includes liability for the Bank's costs to collect the deficit, including reasonable attorney's fees.

Notify us at once if you believe your Online Banking password and/or User ID has been lost, stolen, compromised, or used without your permission, or if you believe someone has discovered your Online Banking password. The best way to minimize your losses is to telephone the Bank directly.

Contact in Event of Unauthorized Transfer:

If you believe your Online Banking password has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, telephone us during business hours at 702-966-7400.

Our Responsibility

We are responsible for completing transfers on time according to your properly entered and transmitted instructions. However, we will not be liable:

- If you negligently or intentionally share your ID and password, or you do not report immediately any known theft of your ID and password, leading to unauthorized access to accounts.
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer despite reasonable precautions we have taken.
- If you leave your computer unattended in the middle of a banking session that results in unauthorized access to your account(s).
- If you do not sign-off (exit) after completing your banking sessions before visiting other Internet sites.
- If your input error is the cause of a problem.
- If, through no fault of ours, you do not have enough money in your account to make the transfer.

- If withdrawals from any of your Online Banking services accounts have been prohibited by a court order such as a garnishment or other legal process.
- For direct, indirect, incidental, special, consequential, economic or other damages arising out of Online Banking.
- For loss, property damage or bodily injury, whether caused by equipment, software, Bank, Internet browser or Internet access provider.

Statements

We will mail you statements for your bank accounts with the frequency described in the Account Information and Terms brochure. Your statement will include any transfers you authorized using the Online Banking services.

Termination

This Agreement remains in effect until either you or we terminate it. You may terminate this Agreement by notifying us via 1stNet's e-mail service, by calling 702-966-9400, or by mail.

We may terminate this Agreement and your participation in Online Banking at any time, for any reason, including non-usage or inactivity. Although we will try to notify you in advance of our termination, we are not obligated to do so. If you terminate this Online Banking Agreement, you authorize us to continue making transfers you have previously authorized up to three (3) Business Days after our receipt of your cancellation request.

If you choose to terminate this Agreement and want to ensure that outstanding authorized transfers are not made, you should cancel all scheduled transfers prior to notifying us that you are discounting this service. Please note that your cancellation of the Online Banking under this Agreement does not terminate your Bank accounts. Conversely, if you close your designated Bank account(s), your Online Banking services will end, and all unprocessed transfers will be canceled.

Miscellaneous

Your right to use the Online Services is not transferable. Any User ID or password, or right given to you to obtain information, documentation, or services is not transferable.

You are responsible for compliance with applicable federal, state, and local laws and regulations.

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Nevada.

We are not responsible for any electronic virus or viruses that you may encounter. We encourage our Online Banking users to routinely scan their PC, CD's and diskettes using a reliable virus product to detect and remove any viruses

FUNDS TRANSFER SERVICES

Agreement

This agreement will be governed by the law of the state in which your account with us is located. This agreement is also subject to all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

Funds Transfer

A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. A funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

Security Procedure

The authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be

verified by the security procedure(s) you have selected. You may choose any security procedure(s) we offer you, or you may design your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not it is authorized, that we accept in good faith and in compliance with the security procedure you have chosen. If more than one security procedure is selected, compliance with any one of them will verify the authenticity of a payment order or communication canceling or amending a payment order unless instructions to the contrary are provided as additional comments. You affirm that there are no circumstances relevant to the determination of a commercially reasonable security procedure. You agree that the security procedure you have selected is commercially reasonable. You must safeguard your security procedure and not let anyone other than authorized persons have access to your security procedure.

Cut-Off Time

If we do not receive your payment order or communication canceling or amending your payment order before the cut-off time listed on a funds transfer day for that type of order or communication, we will consider the order or communication to be received at the opening of our next funds transfer day.

Acceptance of Your Payment Order

We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Payment of Your Order

If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Duty to Report Unauthorized or Erroneous Payment

You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying Number

If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank, person or account different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of Oral or Telephone Orders

You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of Credit

If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional Credit

You agree to be bound by the automated clearing house association operating rules that provide that payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of Credit

You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of Funds Transfer Agreement

From time to time we may amend any term of this agreement by giving you reasonable notice on our bank website or in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or Amendment of Payment Order

You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cut-off time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries

We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies or nonsalaried agents.

Limit on Liability

You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless the waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous Execution

If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to Payment

If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

Authorized Account

An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders that you issue to us. The account identified by name and number is an authorized account. Additional authorized accounts, if any, are subject to this agreement and are listed in a separate writing.

IMAGE SERVICES

This service provides you with copies of paid checks, either online or by CD-ROM. The CD-ROM offers the convenience of check storage of your paid check images on CD-ROM. Remote Inquiry offers online viewing of paid check images from our image archive within 24 hours of the pay date of an item. In some cases, microfilm images may be offered.

MONEY TRANSFER SERVICES

You can initiate the transfer of funds from your accounts with us. Using this online service, you can transfer funds and adjust balance levels in your accounts.

PAYMENT ORDER SERVICES (Wire Transfers and ACH)

General Rules Regarding All Payment Orders

Payment Orders include, without limitation, wire transfers and transfers through an automated clearinghouse, however initiated. You may request Payment Orders from those of your accounts as we agree, in the format, times, and following the restrictions as we may impose from time to time. We may require you to designate whether you wish to conduct repetitive Payment Orders, non-repetitive Payment Orders, or both repetitive and non-repetitive Payment Orders.

Transmission Deadlines

A Payment Order must be transmitted manually via a Wire Transfer by 1:30 p.m. pst or via the Bank's Online ACH Services by 2:30 p.m. pst.

Rejection of Payment Order

You acknowledge that we may reject any Payment Order that does not comply with this Agreement or with the parameters as are set by us from time to time for Payment Orders. We may reject, without liability, any Payment Order, including a "Value-Dated" Payment Order, if you fail to maintain sufficient collected funds in a designated account for the amount of each Payment Order you request.

Cancellation or Amendment of Payment Order

A Payment Order may be canceled or amended only if we have not transmitted the Payment Order or credited the Beneficiary's account. To be effective, the communication canceling or amending the Payment Order must (i) comply with the agreed upon Security Procedures and with such other terms and conditions as we set; and (ii) be received by us at a time and in a manner that gives us a reasonable opportunity to act on the communication. We will have no liability if cancellation or amendment is not effected.

Foreign Currency Transactions

You acknowledge that foreign currency Payment Orders must be based on a currency that we trade and that all rates of exchange will be the rate in effect at the time the Payment Order is received by us or at any other rate as is agreed to by the parties. If the Payment Order is returned for any reason, you agree to accept any foreign money credit refund in United States Dollars, based on our then-current buying rate converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by us.

Inconsistency of Name and Number

You acknowledge and agree that if a Payment Order describes the Beneficiary, the Beneficiary Bank or any Intermediary Bank inconsistently by name and number, payment of the Payment Order transmitted by us may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named Beneficiary, Beneficiary Bank or Intermediary Bank and that your obligation to pay the amount of the Payment Order to us is not excused in those circumstances.

Customer Only Transactions

You shall not submit a Payment Order on behalf of a third party without our prior consent.

Terms and Conditions Applicable to Payment Orders through ACH Services.

This Service permits you to initiate credit entries or payments to a third party ("Credit Entries") and/or debit entries or collections from a third party ("Debit Entries") in accordance with these terms and conditions, the current NACHA rules (the "Rules"), within the ACH exposure settlement limits as we establish for your ACH transactions from time to time and as we otherwise agree to. We agree to act as the Originating Depository Financial Institution with respect to your Credit Entries and/or Debit Entries. "Entries" shall mean Credit Entries and/or Debit Entries as agreed between the parties.

No Right to Cancel or Amend

You have no right to cancel or amend any Entry after we have submitted an Entry to the ACH.

Right to Reject

We have no duty to submit Entries and can refuse to submit to the ACH any Entries if the Entries violate any agreement between us, there is not sufficient funds available to pay for any Credit Entries, or the requested Entries would exceed the ACH exposure settlement limit we have set for you.

Customer Representations and Warranties

You represent and warrant to us that all Entries are complete, accurate, authorized, and formatted in accordance with NACHA Rules. As required by NACHA Rules, each person shown as the receiver on an Entry initiated by us on an Entry on your request has authorized the initiation of the Entry in the amount and on the date we are instructed to process the Entry and the authorization is operative at the time we transmit the ACH Entry. You will retain the authorization or a copy of the authorization for a period of two (2) years after the termination or revocation of the authorization and provide us with a copy of the authorization upon request.

Notice of Returned Entries

We will notify you of the receipt of a returned Entry from the ACH generally no later than one Banking Day after the Banking Day of receipt. We have no obligation to retransmit a returned Entry to the ACH if we complied with the terms of this Agreement with respect to the original Entry.

Payment

You agree to maintain collected deposit balances in a designated account adequate to cover any Credit Entries you initiate. You will pay us the amount of each Credit Entry for any Entry information processed by us on the date we require which may be either the date your ACH Entries are submitted to the ACH or the date which you designate for processing the Entries through the ACH. We may, without prior notice or demand, obtain payment of any amount due and payable to us by debiting your designated account(s). We will credit the account with any amount received by us by reason of the return of an Entry for which we have previously received payment from you. That credit will be made as of the Banking Day we receive the returned Entry.

ACH and Wire Transfers

Disclosure Pursuant to Funds Transfers Governed by Regulation J and the Uniform Commercial Code Article 4A:

The terms used in this agreement have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A).

This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through A Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH we are not required to give you any notice of the payment order or credit.

Disclosures Regarding Electronic “Wholesale Credit” transactions subject to Uniform Commercial Code Article 4A

Provisional payment:

Credit given by us to you with respect to an automated clearing house (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt of Entry:

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

will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law:

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Nevada as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

We may accept on your behalf, payments to your account or transfers from your account which will be or have been transmitted by Fedwire. Your rights and obligations with respect to such transfers shall be construed in accordance with and governed by Regulation J, Subpart B - Funds Transfers Through Fedwire, which is applicable to funds transfers involving your account.

For questions, call or write:

(702) 966-7400
Service1st Bank of Nevada
Central Services Division
8363 W. Sunset Road Suite 350
Las Vegas, NV 89113

POSITIVE PAY SERVICES

1. Definitions

The following terms shall have the following definitions in this Addendum to the Electronic Services section of this agreement.

Positive Pay/Account Reconciliation File - shall mean the process by which the Customer transmits to the Bank an electronic record of checks drawn on its demand deposit account.

1stNet/Cash Management - shall mean the process by which the Customer will send the file to the Bank.

2. Customer's Duties

The duties specified in this section are in addition to those Duties specified in the Electronic Services Section of this Agreement.

- A. Positive Pay/Account Reconciliation Files shall be provided in the medium and format specified by the Bank and shall be delivered to the location and in accordance with the time schedule specified by the *Bank*. Positive Pay files may be uploaded at any time. Customer understands these files will be comprised of checks written, but not yet paid against the Customer's account.
- B. Customer will provide funds to cover any debit entry initiated by it.
- C. Customer understands and acknowledges that it is Customer's, and not the *Bank's*, responsibility to initiate and confirm complete transmissions and entries. If a transmission or entry is, for any reason, rejected or otherwise unsuccessful, it shall be Customer's responsibility to remake the transmission entry.
- D. Customer understands rejected positive pay items must be resolved by the Customer no later than 11:00 a.m. on the day of presentment.

3. Duties of Bank

The Bank shall have no obligation to Customer other than to process each uploaded Positive Pay/Account Reconciliation File. Customer is solely responsible for the accuracy of the electronic information contained in each Positive Pay/Account Reconciliation File.

If the Bank does not receive resolution from the Customer by 11:00am on day of presentment, the items in question will be paid. The bank accepts no liability for items paid by default.

4. Acknowledgement

Customer authorizes Bank to make an investigation of Customer's credit, either directly or indirectly or through an agency.

REMITTANCE BANKING SERVICES (LOCKBOX)

You may direct your debtors and/or customers to forward their payments by check, or other paper item, to the post office address we designate ("Designated Address"). We, acting on your behalf, shall have exclusive and unrestricted access to mail directed to the Designated Address. We will endorse, on your behalf or at your reasonable request, checks and other deposited items that were sent to the Designated Address and appear to be for deposit to your credit, even if you are a joint payee on the check. Items received at the Designated Address shall be processed as agreed to both you and us and credited to the account you designate, whether the account is with us or with another financial institution. Unless otherwise agreed to by both parties, all collected funds shall be deemed to be your funds for all purposes e.g., adjustments, bankruptcy, levy, attachment, and other forms of legal process. The crediting and collection of checks and other deposited items will be handled under the terms and conditions as agreed upon by both parties.

Agreement

Whereas, Provider is in the business of (i) processing remittance payments from customers of companies who invoice for services rendered, and (ii) collecting funds on checks which are paid by a drawee bank; and;

Whereas, Company wishes Provider to process remittance payments, deposit payments and provide information concerning available funds and other related information;

Now therefore, it is hereby agreed by and between the parties hereto as follows:

1. Delivery of Remittance

Company will provide at its own cost and expense the remittance documents and envelopes forwarded by Customers to Provider.

2. Remittance Collections

Provider's personnel will have unrestricted and exclusive access to pickup Company remittances and deliver such documents to Provider's Remittance Processing Department. Mail will be collected from the Remittance P.O. Box once per day local time of Provider, Monday through Friday, except those days designated as holidays by the Nevada State Department of Commerce, Banking Division.

3. Remittance Processing

- A. Provider will process and deposit remittances at Provider as received, but, in no event later than twenty-four (24) hours after pick up from the Remittance P.O. Box.
- B. Provider will process checks and remittance documents in accordance with the procedures described, which procedures may be amended from time to time and at any time subject to approval of Company.

4. Collection of Funds

Provider will collect checks which accompany remittance documents by utilizing the Federal Reserve Banks' check clearing collection interchange.

- A. Company will establish a Demand Deposit Account ("Account") into which remitted funds will be deposited.
- B. Checks deposited to Company's Account will be collected according to Provider's published detailed availability schedule.

5. Provider as Holder in Due Course

Company acknowledges that pursuant to Section 104.4205 of the Nevada Uniform Commercial Code, Provider will be a holder in due course of a check at the time Provider receives the check for collection if Company was a holder in due course of the check at the time of delivery, whether or not the Company indorses the check. Company agrees to provide any information or evidence to Provider in order for Provider to satisfy the requirements of a holder in due course described in Nevada Commercial Code Section 104.3302.

6. Term of Agreement

- A. If either party shall default in the performance of its obligations under this Agreement and shall fail or refuse to remedy such default within thirty (30) days after prior written notice, the other party may terminate this Agreement on seven (7) days prior written notice, provided that if such default is not curable, seven (7) days prior written notice only shall be required. Upon reasonable belief that such default by either party involves elements of fraud; the other party may terminate immediately and provide reasonable written or telegraphic notice.

- B. This Agreement shall terminate automatically in the event of any act of insolvency by Provider or Company or the filing by Company of any petition or action under any bankruptcy reorganization, insolvency or moratorium law, including the appointment of a receiver or a trustee.

7. Limitation of Liability

This Agreement involves the receipt by the Provider of an unknown number of pieces of mail on each banking day, the contents of which, and the condition of the contents is unknown until actually opened by Provider. Company acknowledges and agrees that the Provider shall not be responsible or have any liability whatsoever for: loss, mutilation, destruction or disappearance of currency, checks, money orders, securities, and any other negotiable instruments, stubs, correspondence, envelopes, or any other writhing, record, or property which may be claimed to have been received by Provider by mail delivery to the Remittance P.O. Box: and, interruption or failure of communication or data processing facilities or systems, acts of God, strikes, terrorist action, emergency conditions or any other cause beyond the control of the Provider. Provider's liability to Company for damages for any alleged direct or indirect failure to perform pursuant to this Agreement will not exceed the payments made by Company during the calendar days immediately preceding the alleged failure of performance.

REMOTE MERCHANT CAPTURE SERVICES

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Bank and Customer agree as follows:

1. Background

Bank offers the Program for the electronic clearing of checks, which enables Customer to convert checks to electronic items and to transmit those items electronically for deposit into Customer's Account at Bank. Customer desires to use the Program to electronically transmit and process checks for deposit and collection purposes. Exhibits A, B and C attached hereto shall form a part of this Agreement and are hereby incorporated herein.

2. Definitions

Capitalized terms used in this Agreement shall have the meanings indicated herein (including in Exhibit A).

3. Services

Bank shall provide to Customer the Services described in this Agreement to enable Customer to use the Program to convert Checks to Electronic Items for the processing of such Checks electronically. Customer and Bank shall comply with the terms and provisions of Exhibit B with respect to performance of the Services.

4. License

Subject to the terms and conditions of this Agreement, Bank hereby grants Customer a non-exclusive, non-transferable license to: (i) use the Software for those portions of the Program selected by Customer, solely for processing Checks in connection with Customer's own business operations, in accordance with the Documentation and solely on Authorized Equipment; (ii) copy and use the Documentation solely to support Customer's authorized use of the Software; and (iii) copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions of Exhibit C with respect to the Software and Documentation.

5. Customer Obligations

Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) Customer confirms and reaffirms all transfer and presentment warranties made under applicable law and the Account Agreement. If Customer captures a digital image of a previously truncated and reconverted Substitute Check for processing, Customer shall ensure that such Substitute Check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved.

6. Term and Termination.

- 6.1 The term of this Agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows: (i) by either party upon 30 days written notice to the other party, for any reason; (ii) by Bank upon 10 days written notice to Customer for Customer's failure to (a) pay Bank any amount due to Bank under this Agreement, or (b) install and use any changes or updates to the Software as required herein, if such breach is not cured within such 10 day period; or (iii) by Bank

immediately upon written notice to Customer if Bank discovers any willful misconduct (including bad checks or fraudulent activities) on the part of Customer or any other party with respect to Checks or Electronic Items processed by Customer.

- 6.2 Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date. Within 30 days after termination of this Agreement, Customer will return or destroy all copies of the Software and Documentation in its possession or under its control, and will, upon request, certify in writing that it has returned or destroyed all such copies. In addition, Customer will keep its Account at Bank open until the later of (i) 60 days after the date of termination, or (ii) final payment with respect to all processing fees, and will keep in such Account an amount sufficient to cover any remaining outstanding checks. If any such outstanding checks or returned items exceed the amount in the Account, Customer will pay such excess to Bank upon demand. Customer will also continue to retain Checks and forward Checks to Bank as provided in Exhibit B of this Agreement. Customer agrees not to develop a product substantially similar to the Program during the term hereof or within three years after termination of this Agreement.

Exhibit A – Remote Merchant Capture Services

- Account means Customer's account at Bank into which Checks transmitted electronically will be deposited.
- Account Agreement with respect to any Account means Bank's standard deposit agreements and disclosures governing the Account, as they may be amended from time to time.
- Authorized Equipment means equipment that has been approved by Bank for use with the Software.
- Check means a draft that is payable on demand, drawn on or payable through, or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States money. [Note: Bank's processing of items that do not meet this definition shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.]
- Documentation means all documentation, manuals and instructions relating to the Program or the Authorized Equipment, which Bank provides to Customer from time-to-time pursuant to this Agreement, including, without limitation documentation regarding installation and use of the Software.
- Electronic Item means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Program.
- Image Exchange Item means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- Noncash Item means an item that would otherwise be a Check, except that (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
- Original Check means the first paper Check issued with respect to a particular payment transaction.
- Payor Financial Institution means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.
- Program means collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the Software and the Services.
- Regulation CC means 12 C.F.R. Part 229, as it may be amended from time to time.
- Services means the services described in Exhibit B to be provided by Bank, or an agent or designee of Bank, to enable Customer to process Checks digitally and through Substitute Checks.
- Software means that portion of the software developed, licensed and/or provided by Bank and its licensors for operation of the Program, that Bank delivers or provides to Customer hereunder.
- Substitute Check means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- United States Financial Institution means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

Exhibit B – Remote Merchant Capture Services

Terms and Conditions

1. Bank's Responsibilities

- 1.1 Bank will deliver to Customer, or otherwise provide access to, the Software.
- 1.2 Bank will provide installation and training support as reasonably required for Customer's implementation of the Program. Any onsite installation or training support outside the State of Nevada shall be on such terms and conditions as the parties agree, including reimbursement for Bank's reasonable travel costs.
- 1.3 Bank will provide maintenance and support for the Software as reasonably necessary to permit Customer's processing of Checks through the Program. Such maintenance and support shall include (i) corrections, work arounds and bug fixes, (ii) such modifications, enhancements and updates as Bank elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during Bank's regular business hours.
- 1.4 Bank will accept for deposit to the designated Account digitized images/anytime of Checks that are transmitted to Bank in compliance with this Agreement. Digitized images/anytime shall be deemed received upon successful receipt of the transmission of such images/anytime that are complete, usable, and adhere to the data specifications set forth in the Documentation. If the digitized images/anytime are not complete, are not useable, or do not adhere to such data specifications, the images/anytime may not be processed by Bank or its agents, in which event Customer's deposit will be adjusted and notification will be provided.
- 1.5 Customer's digitized images/anytime will be processed after Bank has received Customer's transmission of the digitized images/anytime. Bank will use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and within the timelines established by Bank.
- 1.6 If a Payor Financial Institution returns an item to Bank, Bank will charge the Account for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against Bank or seeks a recredit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.
- 1.7 Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Program, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities

- 2.1 Customer will maintain an Account at Bank for the receipt of deposits of digitized images of Checks, in accordance with the applicable Account Agreement.
- 2.2 Customer will install the Software in accordance with the Documentation, and will install and implement any changes and upgrades to the Software as Bank may require, within 30 days of receipt of such change or upgrade, or within such shorter time frame as Bank may reasonably require in the event such change or upgrade is necessary to comply with statutory or regulatory changes or developments, or to protect the integrity and security of the Program.
- 2.3 Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining, updating and replacing all Authorized Equipment as needed. Authorized Equipment has a warranty of one year from the Authorized Vendor unless otherwise noted.
- 2.4 Customer will use the Authorized Equipment and the Software including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all security procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Software.
- 2.5 Customer will ensure the Authorized Equipment is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Checks are legible for all posting and clearing purposes.
- 2.6 Customer will be responsible for training its employees in the use of the Program, and for supervising and auditing their use of the Program.
- 2.7 Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the

Check such that such person will be asked to make payment based on an item that it already has paid.

- 2.8 Customer will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed. Customer will promptly 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. Customer will use a commercially reasonable method approved by Bank to destroy Checks after the Customer's retention period has expired.
- 2.9 Customer will retain all information about its digitizing of Checks as created by the Software for no less than 7 days. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate totally with Bank by providing information, including access to such records.
- 2.10 Customer agree to indemnify and hold the bank harmless for the following:
 - Duplicate deposits and /or Items
 - Unauthorized endorsements
 - Check alterations, including, but not limited to, changing the payee
 - Counterfeit Items
 - Failure to retain the original check as required herein;
 - Improper acts by Customer or its employees, including, but not limited to, negligent or intentional misconduct or fraud

Exhibit C – Remote Merchant Capture Services

Intellectual Property Provisions

1. Protection and Security of Software and Documentation

- 1.1 Customer will establish reasonable precautions and use commercially reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Customer will use reasonable measures to protect the Software and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.
- 1.2 Customer will not, and will not permit any third party to, (i) copy or use the Software or Documentation except as expressly authorized by this Agreement (including this Schedule); (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Software to others; (iii) use the Software or Documentation for third-party training, commercial time sharing or service bureau use; or (iv) alter, change, modify or otherwise create derivative works of the Software or Documentation.
- 1.3 Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Software, except to the extent expressly permitted by applicable law. If Customer intends or begins to take any such action based on any applicable law, Customer shall notify Bank and Bank shall have the right to immediately terminate this Agreement and/or the license to the Software upon notice to Customer.
- 1.4 Customer will maintain a complete and accurate list of all locations where Customer has loaded and maintains the Software, and make such list available to Bank upon Bank's request

2. Ownership of Intellectual Property.

- 2.1 Customer acknowledges and agrees that all right, title and interest in and to the Software and the Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Software and the Documentation, (i) are and shall remain owned exclusively throughout the universe by Bank and its licensors, (ii) represent or contain valuable rights of Bank and its licensors, and (iii) are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This Agreement does not create in Customer any rights to, and does not constitute an assignment of any rights of Bank or its licensors *in* and to, any copyrights, trade secrets, patents, or other intellectual property rights of Bank or such licensors. Other than the license set forth above in this Schedule, no other license or interest in the Software or Documentation, either express or implied, is granted under this Agreement.
- 2.2 Customer will not at any time, either directly or indirectly, (i) put to issue the scope, validity or ownership of Bank's or its licensors' intellectual property rights in the Software and Documentation; (ii) do any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights, or (iii) assert any ownership rights to the Software or Documentation. Customer acknowledges and agrees that this Agreement does not grant or convey to Customer (i) an interest in or to the Software or Documentation, but only a limited right of use, revocable in accordance with the terms hereof; or (ii) any right, title, interest or license in or to any trademark of Bank or its licensors, other than the right to use

"powered by Bank."

- 2.3 Customer hereby assigns to Bank and/or its licensors, as directed by Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which Customer may now have or which it may acquire at any time in the future to the Software or the intellectual property rights to the Software, and any other computer code using any of the Software.
- 2.4 Customer shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the Software, Documentation or any packaging, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.
- 2.5 Customer will (i) cooperate with Bank and its licensors to protect the Software, including in connection with any lawsuits or disputes involving the Software; (ii) promptly notify Bank and provide to it relevant background and other facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software; and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software by others, (a) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (b) agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

3. Termination

Customer acknowledges and agrees that its license to the software and documentation will terminate upon the earlier to occur of (i) termination of this agreement, or (ii) termination of bank's license to the software and documentation.

4. Limitation on liability

Bank and its licensors shall have no liability of any nature to customer, or any third party, for damages, liabilities or claims, whether in contract, tort, for negligence, infringement or otherwise, including but not limited to, damages, liabilities or claims arising from or under this agreement, from an error in the software, or for any injury, damage or loss resulting from such error, or from any use of the software. Notwithstanding the generality of the foregoing, in no event will bank or its licensors be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or goodwill, even if bank and/or its licensors have been advised of the possibility of such.

5. Compliance with law

Customer shall not export, re-export or otherwise transfer, directly or indirectly, the software or any portion thereof to any location outside the united states without first complying with all applicable foreign and united states federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).

6. Assignment

Customer may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire agreement; subject to the terms of the agreement any attempted assignment of the license in violation of this section shall be void.

7. Further assurances

Customer will, at its expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by bank *from* time to time, for the purpose of fully effectuating the intent and purposes of this schedule, and to protect the interests of bank, its licensors, and their respective successors and assignees.

8. Injunctive relief

Customer acknowledges that violation of its commitments regarding the software may cause irreparable injury to bank and/or its licensors, and agrees that bank shall be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

9. Survival

Customer agrees that the provisions of sections 1, 2, 4, 5, 7, 8, and 9 of this schedule shall survive termination of the license granted hereunder and the termination of this agreement.

STOP PAYMENT SERVICES

You agree to place any stop payment within the time frames and subject to the terms described in the User Materials.

THIRD PARTY DEPOSITORY ACCOUNTS

We will give only provisional credit until collection is final for any items, other than cash, that our third party depository bank accepts for deposit (including items drawn "on-us"). Actual credit for third party deposits of, or payable in foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we record them. Third party deposits are subject to verification according to the policies of the third party depository bank and Service1st Bank of Nevada. Deposits made at our third party correspondent banks will normally post within 1-2 business days to your account with Service1st Bank of Nevada. We will treat and record all transactions received from our third party processor after our "daily cutoff time" on a business day we are open, or receive on a day we are not open for business, as if initiated on the next following business day that we are open.

In the event that any Service(s) are dependent on our ability to obtain or provide access to third party networks and distribution systems, you and we agree that if the network or system is unavailable or in the event we determine, in our discretion, that we are unable to continue providing third party network or system access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third party network or system. In any event, we have no liability for the unavailability of the third party network or system.

ZERO BALANCE ACCOUNTING

If your company disburses funds from multiple accounts or maintains a number of different depository accounts, the Zero Balance Accounting service may assist you. Under this service you designate a primary demand deposit account, called the "Concentration Account," and secondary accounts, called "Disbursement Account(s)". You authorize us to transfer funds between the Concentration Account and Disbursement Accounts in order to bring the respective balance of the Disbursement Account(s) to (1) the target balance or (2) the balance that you have selected as of the close of each Banking Day. Any debits to the Disbursement Accounts that reduce the balance in the Disbursement Account to a sum less than the target balance will be funded automatically from the Concentration Account. You may draw checks (or arrange for other debits) against the Concentration and/or Disbursement Accounts. We will pay those checks up to the collected and available balance on deposit in the Disbursement and/or Concentration Account. You agree that we are not acting as a fiduciary with respect to funds in either the Concentration Account or in any Disbursement Account. If any

Concentration Account or Disbursement Account is under different ownership, all owners must join in this Agreement and each accepts any financial liability for co-mingling and/or for the movement of funds between Concentration and Disbursement Accounts.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CASH MANAGEMENT SERVICES

This Agreement is subject to our Account Agreements, any software license agreements, whether or not executed by you, any ACH operating rules (specifically, including but not limited to the NACHA Operating Rules and Guidelines (collectively, "ACH Rules"), and by Nevada's law on Funds Transfers, as amended from time to time. In the event of a conflict between the Agreement and any User Materials, the User Materials shall control.

Commencement of Services

We will commence providing the requested Services to you if:

- A. You have provided us with the information and documentation, in acceptable form and detail, as we believe, in our sole discretion, is necessary or appropriate. Required information may include, without limitation, financial statements and tax returns.
- B. We, you, and any required third parties, where applicable, have agreed to contract provisions and to the format for all input and output information.
- C. Any necessary installation, testing and/or training have been completed.

Your Agents

You assume sole responsibility for any actions performed on your behalf by your agents or contractors. You agree that we have no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents or contractors. You agree that we may rely on instructions, data, or any documentation provided to us by your designated agents or contractors.

Our Agents

In the event that any Service(s) are dependent on our ability to obtain or provide access to third party networks and distribution systems, you and we agree that if the network or system is unavailable or in the event we determine, in our discretion, that we are unable to continue providing third party network or system access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third party network or system. In any event, we have no liability for the unavailability of the third party network or system.

Payment for Services

You will pay us for any services at the current price we quote or cite plus, if applicable, additional fees and expenses for any taxes or extraordinary services. The amounts due for the service(s) may be charged through account analysis for the amount of the fees for the prior month. If your monthly analysis credits are insufficient to pay the amounts due, absent other written arrangements with us, you agree that we may debit any of your accounts for any and all fees and expenses.

Security Procedures

Where any Service requires security procedures to access the Service, you and we will agree to one or more security procedures that must be used in connection with the Services. If you or your agents have reason to believe that any Security Procedures (including any identification codes) have or may have become known by unauthorized persons (whether or not your employees), you shall immediately notify us by telephone. You agree to confirm oral notification in writing to us within 24 hours. The parties will cooperate in replacing the Security Procedures (including any identification codes) in accordance with our security requirements. You are solely liable for Payment Order transfer instructions, including any ACH Entries, and any other transactions and/or communications initiated by us before we have received notice from you of the breach or potential breach of any Security Procedure and have had a reasonable opportunity to act on such notice. We reserve the right to change any or all of the Security Procedures or codes at any time by giving oral, electronic, or written notice to you.

Cutoff Hours

Each Service may have cutoff hours, which are disclosed, in the User Materials and/or in the Agreement. Any transactions performed outside the established cutoff hour shall be considered as having been made on our next Banking Day.

Funding Limits

In our sole discretion, we may establish a funding limit ("Funding Limit") from time to time with respect to any Service, including, without limitation, Payment Orders through Wire Transfers and ACH Service. We will have no obligation to you to fund the Service for amounts in excess of available amounts in the Funding Limit. If we institute a Funding Limit, we will notify you. We may at any time; either verbally or in writing notify you of any change we make in the Funding Limit.

Honoring Instructions

You agree to indemnify and hold us harmless for any and all actions we take in accordance with your instructions, even if we vary from our standard procedures in honoring your instructions. Nothing in this provision, however obligates us to honor, either in whole or in part, any transaction or instruction that (a) is not in accordance with any condition agreed upon between the parties either in this Agreement or in any other agreement between the parties; (b) we have reason to believe may not be authorized by you; (c) exceeds any transaction limit, Funding Limit, or daily limits imposed by us on your transactions; (d) exceeds your collected and available funds on deposit with us; (e) involves funds that are subject to a hold, dispute or legal process which prevents their withdrawal; (f) violates any provision of any applicable risk control program of the Federal Reserve Board or any rule or regulation of any federal or state regulatory authority; or (g) for the protection of either one of the parties, we have reasonable cause not to honor.

Software Equipment

You must provide and properly install all required Equipment and must maintain the Equipment in good working order. You accept full responsibility for the security and confidentiality of all matters related to the Equipment. Any Equipment requirements are described in the User Materials, as amended from time to time. We are not responsible for the installation or setup of any Equipment. We do not guarantee access to any Services from all computers, modems or communication software packages.

Non-Encrypted Transmissions Via Computer

You acknowledge that, unless otherwise expressly stated in the User Materials, any computer data transmissions or other communications between the parties are not encrypted and you assume the risk of interception of unencrypted data transmitted between you and us or between us and any third party that represents you.

Secure Transmission of Information

Any entry of banking information, including, but not limited to, an Entry, Entry Data, a routing number, an account number, and a PIN or

other identification symbol, transmitted or exchanged between you and Service1st Bank of Nevada must be encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology.

Erroneous Reports

If you receive an Erroneous Transmission, you will immediately notify us by telephone and will return the original Erroneous Transmission to us by U.S. Mail. You agree you will not disclose, use, review, copy, sell, disseminate, publish or distribute any Erroneous Transmission.

No Warranty

Bank makes no warranties, express or implied, in fact or in law, including the implied warranties of fitness for a particular purpose and of merchantability, either to customer or to any other party with respect to the services or any software provided by bank.

Credit Verifications

On behalf of the foregoing legal business Company agrees, to induce Service 1st Bank of Nevada ("Bank") reliance thereon, the authorized signer certifies the accuracy of all the foregoing information and authorizes Bank, Credit Bureau, or other investigative agency contracted by Bank to investigate any and all references, statements or other data contained herein or obtained from Company, other persons, companies or agencies pertaining to Company's and/or Guarantor's credit, financial responsibility and accuracy of any of the foregoing information. The undersigned further agrees to notify Bank of any and all changes which may occur from time to time in the information and statements contained herein. The person(s) signing this agreement certifies that he/she is authorized to enter into this agreement on behalf of Company.

Accuracy of Information - Reliance

You are responsible for and we may rely upon the accuracy and authenticity of all data and other information furnished to it by your employees and agents. We may rely on any data or information furnished to us using the Security Procedure which identifies you.

Proprietary Information

You acknowledge that all User Materials, any Software, or systems used in providing the Services and all information relating thereto, are our proprietary properties and have great commercial value to us. You acknowledge that you acquire no property or proprietary rights in the User Materials, Software or systems as a result of your use of the Services.

Assignment

Without our prior written consent, you shall not assign, delegate, or otherwise transfer your rights, duties, responsibilities, obligations or liabilities under this Agreement. We reserve the right to subcontract and assign our rights and duties under this Agreement.

Severability

Should any term, condition or provision of this Agreement be found to be invalid, illegal or unenforceable, that finding in no way affects the validity or enforceability of the other terms and provisions of the Agreement which shall be construed as valid and enforceable as if the invalid and unenforceable term, condition or provision was never a part of this Agreement.

Liability, Duty to Correct, Limitations of Liability, Statute of Limitations and Indemnity

We are not responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which 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 or delay in the transmission or delivery of data, records or items due to a breakdown in any computer, utility or communications facility, including any errors or delays caused by the changing of the year; (e) any error or omission, willful or negligent by any third party, including, without limitation, the Servicer, equipment malfunction, unusually severe weather conditions, accidents, strikes or labor disputes, war, civil unrest, sabotage, fire, explosion, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) circumstances beyond our reasonable control, including delays by third parties; or (g) the application of any government or funds-transfer system rule, guideline, policy or regulation. Our performance of our obligations shall be extended to include the period of time that our (or our third party processor, if any) was delayed or prevented from performing their obligations under this Agreement by reason of any of the above causes.

If we make an error, upon written notice of the error, we will, to the extent reasonably possible, correct the errors promptly.

Except for losses caused by our gross negligence or willful misconduct, our liability for every loss, cost, or liability arising from our errors, whether caused by acts or omissions, is limited to the average monthly charge for the Services in question for the six-month period preceding the date of loss. We shall not be responsible, under any circumstances for any loss of goodwill or for any special, consequential or indirect damages that you incur in connection with this Agreement or the Services.

You acknowledge that our fees for Services have been established in contemplation of: (a) the limitations on its liability set forth in this Agreement; (b) your agreement to review statements, confirmations, reports, and notices promptly, and to notify us immediately of any discrepancies or problems; and (c) the application of the alternative dispute resolution provisions set forth in the Account Agreement that has been incorporated into this Agreement.

Any claim, action or proceeding to enforce the terms of this Agreement or to recover for any Services-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

This section shall survive termination of this Agreement and all Services.

Notice of Claim

You agree to review, regularly and promptly, all reports, Payment Order instructions, adjustments, charges, entries and other transactions. You shall immediately or, in any event, thirty (30) calendar days following the date that we first mail or otherwise make available to you notification of the transaction ("Notice Period"), notify us of any error or discrepancy between your records and any notice or statement from us, or any transaction or transfer you believe was not authorized. You agree to notify us immediately of any claim you have or any claim that is made to you by a third party, that any of our acts or omissions in connection with any Service has caused you or the third party damage.

If you fail to notify us of discovery within the Notice Period, in the event of an erroneous Payment Order, you will be liable for all losses (including any loss of interest) up to the amount of the Payment Order, which result from your failure to give us notice or which might have been prevented by giving us notice and, in the event of an unauthorized Payment Order, we will not be liable for any loss of interest which results from your failure to give us notice or which might have been prevented by giving such notice.

Unless otherwise provided in these terms and conditions, if you fail to notify us of any error or discrepancy within 30 calendar days following the day we first mail or otherwise makes available to you a notice, you are precluded from asserting and waive the discrepancy against us.

Waiver

No waiver by either party of any term or provision of this Agreement, whether express or implied, shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement.

No course of dealing and no delay or failure of ours, our parent company, affiliates, subsidiaries, agents, successors in interest or assigns in exercising any right, power or privilege under this Agreement or any other agreement in connection with these Services shall affect any other or future exercise thereof or exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. Our rights and remedies, and those of our parent company, affiliates, subsidiaries, agents, successors in interest or assigns under this Agreement or any other documents or instruments pursuant to or in connection with the Services are cumulative and not exclusive of any rights or remedies which any such party would otherwise have.

Entire Agreement

This Agreement constitutes the entire and complete understanding between and among the parties with respect to the subject matter of this Agreement, and no representations or agreements, express or implied, of any kind or character whatsoever have been made except as is expressly set forth in this Agreement.

Joint and Several Authority to Combine Funds

If more than one party joins in one or more Services, the contractual obligations shall be the independent obligations of each party, the obligations hereunder being joint and several. Each of you agrees that there is no expectation of privacy between the entities that have joined in the Services.

Each of you hereby represent and warrant to us that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by law and by all necessary parties, including, without limitation, the account holder of each account and that each of you have obtained and shall maintain in your regular business records and make available to us upon reasonable demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's corporate by-laws and board resolutions. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon your use of the Services and our affecting each transfer and commingling of funds.

Compliance with Applicable Laws

You agree to conduct your business and operations in accordance with all applicable laws, rules and regulations.

No Advertising

Neither party shall use the name of the other in any marketing or advertisement without the prior written consent of the other.

Notices

We are entitled to rely on any written notice or other written communication we believe in good faith to be genuine and to have been signed by you or one or more of your authorized representatives, as agreed to by us and as set forth in your most recent letter of authorization to us and any such communication shall be deemed to have been signed by such person(s). All notices to Service1st Bank of Nevada regarding any Cash Management Services shall be sent to Bank at: Service1st Bank of Nevada, 8349 W Sunset Road, Building B, Suite 100, Las Vegas, NV 89113.

Notices to you will be deemed made when delivered orally, electronically, in person, or by mail at the address you designate for your bank statements unless you specify in writing another address for notices.

Dispute Resolution

It is understood and agreed that upon the request of any party to this agreement any dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable now existing or hereinafter arising between the parties in any way arising out of, pertaining to or in connection with: (1) this Agreement, or any related agreements, documents, or instruments, (2) all past and present contracts or agreements of any kind, (3) any incidents, omissions, acts, practices, or occurrences causing injury to either party whereby the other party or its agents, employees or representatives may be liable, in whole or in part, or (4) any aspect of the past or present relationships of the parties, shall be resolved through mediation.

Waiver of Jury Trial

The Parties each waive their respective rights to a trial by jury of any claim or cause of action based upon or arising out of or related to this Agreement or the transactions contemplated hereby, in any action, proceeding or other litigation of any type brought by any of the parties against any other party or parties, whether with respect to contract claims, tort claims, or otherwise. Each party agrees that any such claim or cause of action shall be tried by a court trial without a jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this section as to any action, counterclaim, or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or the other documents or any provision hereof or thereof. This waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this Agreement.

Amendments

From time to time we may amend these Terms and Conditions and/or the User Materials. We can add or delete provisions relating to the Services and to the nature, extent and enforcement of the rights and obligations of either you or us relating to this Agreement. We will notify you of any change, addition, or deletion by giving written notice to you or by sending a copy of the amended documents to your current address. Any amendments, additions or deletions shall become effective upon issuance of notice of amendment or upon such later date as may be stated in our notice. Your continued use of the Service(s) after the effective date of the notice constitutes your acceptance of the amended Terms and Conditions.

Electronic Agreements

By signing the Authorization and Agreement for Cash Management Services, if you have any electronic banking service or Internet Banking Service, you agree that any and all disclosures and communications regarding those services or the agreement, including these Terms and Conditions, may be made electronically, by posting to our web site in accordance with applicable law. Any electronic disclosure or communication we make will be considered made when transmitted by us and any disclosure or communication we make by posting to our Web site will be considered made when posted by us.

Notices and Other Communications

All notices or other communication of any kind which any party may be required or may desire to serve on the other in connection with this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if:

- A. Personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered)
- B. Sent by Federal Express (or other similar overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier)
- C. Sent by United States first-class mail, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) Business Days after mailing in the United States)

- D. Sent by facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (any notice so delivered shall be deemed to have been received (i) on the date of transmission, if so transmitted before 5:00 p.m. Pacific Time on a Business Day, or (ii) on the next Business Day, if so transmitted on or after 5:00 p.m. Pacific Time on a Business Day or if transmitted on a day other than a Business Day).

All notices shall be addressed to the parties at the addresses as set forth on the signature page of this Agreement. Either party may, by notice given pursuant to this Paragraph, change the person or persons and/or address or addresses, and/or facsimile number or numbers or designate an additional person or persons or an additional address or addresses, or facsimile number or numbers for its notices, but notice of any such change shall only be effective upon its receipt by the other party.

Force Majeure

Provider shall not be liable for any failure of performance which is attributable to the acts or events (including, but not limited to war, conditions or events of nature, civil disturbances, terrorist action, work stoppage, power failures and fire) beyond Provider's control which prohibit performance by Provider of the services under this Agreement.

Confidential Information

Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers. Bank agrees to: (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, or as otherwise permitted by law (iii) disclose such information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank's business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information. This Section 8 shall not apply to any information that: (a) was already in the possession of or known to Bank without restriction on its use or disclosure; (b) is or becomes publicly available through no act or omission of Bank; (c) is or becomes rightfully available to Bank without restriction on its use or disclosure, provided the source of such information is not otherwise known by Bank to be under an obligation not to disclose or transmit the information; or (d) is independently obtained by employees and/or agents of Bank without any reference to information obtained hereunder.

No Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of Bank and Customer and is not intended to benefit any third party, except Bank's licensors. Customer and Bank acknowledge and agree that any party that licenses the Software to Bank, directly or indirectly through one or more sublicensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

Agreement to Prevail

In the event of any conflict between the terms, conditions and provisions of this Agreement and any document attached to this Agreement or referred to in this Agreement, the term, conditions and provisions of this Agreement shall prevail.

Relationship of Parties

It is understood and agreed that nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or agency between Provider and Company.

Warranties

Each party hereby warrants (i) that all representatives made by such party contained in this Agreement are true and accurate; (ii) that such party is in all ways in compliance with state and federal laws which may govern the subject matter of this Agreement; and (iii) that the party executing this Agreement on such party's behalf is duly authorized to do so.

Termination

Either you or we may terminate any or all Services by giving written notice to the other. Any termination shall be effective upon the date specified in the notice. Any termination of this Agreement shall not affect any obligations arising prior to such termination. Some services may require thirty (30) days prior notice of termination.

Governing Law and Attorneys' Fees

This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Nevada and all applicable federal laws and regulations. The exception to this rule is that New York law may govern automatic clearinghouse transactions. Should the Services rendered pursuant to this Agreement result in our being governed by the law of another State or the laws of the United States, you agree that you will be bound by the laws of the same forum with respect to the Service at issue. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, including reasonable attorneys' fees and court costs.

Rev. December 10, 2010

Form #CM-400