



ALPINE REMOTE® AGREEMENT

By signing the Alpine Remote Services Enrollment Form, attached hereto and made a part hereof (the "Enrollment Form"), the Customer identified on and executing the Enrollment Form ("Customer," "Company," "you," "your," or "its") hereby requests Alpine Bank ("Bank," "we," "us," or "our") to provide the service described in this Alpine Remote Agreement (as amended and/or supplemented, this "Agreement"). Customer agrees that this Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the Service outlined herein. Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

PART I: GENERAL TERMS AND CONDITIONS

The following terms and conditions contained in this Part I apply to all of the Services, defined below, provided by Bank to Customer under the terms of this Agreement.

1. Services. Bank shall provide to Customer one or more of the following services selected by Customer in the Alpine Remote Services Enrollment Form:

Alpine Remote Deposit ("RDC Service")

Alpine Remote Online ("Online Payment Service") and/or Alpine Remote ACH ("ACH Service");

(Each service selected by Customer referred to herein as a "Service" or, if multiple services, collectively "Services"). In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code ("UCC"), and/or the agreement between Customer and the Bank that governs the account ("Account") into which deposits are to be made (the "Account Agreement"), the provisions of this Agreement shall control and govern with respect to the applicable Service. Capitalized terms not defined herein have the meanings ascribed to them in the Enrollment Form.

For the purposes of this Agreement, "Business Day" means Monday through Friday, excluding certain federal holidays.

2. Laws, Rules and Regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the Consumer Financial Protection Bureau ("CFPB"), the National Automated Clearing House Association ("NACHA"), Electronic Check Clearing House Organization ("ECCHO"), Office of Foreign Assets Control ("OFAC") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations as amended from time to time (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control. Customer acknowledges that Customer has a copy of or has access to a copy of the Rules. Customer shall also have sole responsibility to obtain information regarding OFAC enforced sanctions (available from the OFAC Compliance Hotline at (800) 540-OFAC). Customer shall be responsible for and indemnify Bank for any fines incurred as a result of Customer's non-compliance with the Rules.

3. Credit Approval. In utilizing the Services in performance of this Agreement, Bank must make certain warranties on behalf of Customer. Specifically, Bank is charged with assuring the financial soundness of Customer to make the intended deposits, and or intended Entries. Bank must approve all Customers and may request financial information from Customer and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Customer as may be necessary from time to time. If required by Bank, Customer shall cause the appropriate person or persons to execute the Personal Guarantee for Business Services (the "Personal Guarantee"), which is made a part hereof. For purposes of this Agreement, if Bank requires Customer to execute a Personal Guarantee, all Services under this Agreement shall be considered business Services and the Personal Guarantee shall apply to all such Services. Bank may also assign Customer a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Customer each day ("RDC Limit" and/or "ACH Limit"). Customer acknowledges that the RDC Limit, and/or ACH Limit is for the protection of the Bank and its assets. Customer understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank and Bank may increase or decrease the RDC Limit,



and/or ACH Limit without notice if Bank determines such adjustment to the limits is warranted. Requests not honored would be communicated to the Customer or the Customer's designated representative. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry.

4. Physical and Electronic Security.

a) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's or End User's ("End Users" are defined as the Customer's customers submitting an Online Payment via the Online Payment Service) computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer agrees to take necessary and prudent actions to keep computers free of viruses and other harmful, intrusive and/or invasive codes by installing software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's or End User's operating systems.

b) Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate End Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor any End Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer or End Users as a result of any electronic, e-mail, or internet fraud.

c) In the event of a breach of the physical and electronic security, Customer shall immediately notify the Bank of such breach and agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's or End Users' hard drive, storage media and devices, systems and any other equipment or device that was used in breach. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, by End Users, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach from Customer and not from a source controlled by Bank.

d) Customer agrees to, at all times, safeguard the confidentiality and security of their login credentials and all other proprietary property or information Bank provides to Customer in connection with the Services and notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached.

5. **Customer Designated Account.** Customer agrees to establish and maintain an Account with Bank to facilitate payment of funds to Customer. If Customer changes the Account, Customer agrees to provide advance notice to Bank regarding such change. Customer agrees to authorize Bank to initiate credit Entries and debit Entries for returned items to the Account in accordance with this Agreement and the Enrollment Form.

6. **Update Notice.** Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Customer shall provide any additional information requested by Bank to complete the account maintenance. Bank retains the right to: (a) review Customer's batched ACH data and other required information (each such file a "File" and, if more than one, "Files"), and ACH Entries, return items, and business activities from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement and (b) re-price or terminate the Service or Services based on changes to information previously provided to Bank by Customer.



7. **Security Interest; Settlement Reserve.** To secure the payment and performance of Customer's obligations set forth herein, to the extent permitted by law, Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Customer to Bank under this Agreement or any other obligation of Customer to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Customer's obligations under this Agreement. Customer grants the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of Customer's obligations under this Agreement have been fully offset.

8. **Force Majeure.** Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carriers, or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Bank; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

9. **Fees and Charges.** So long as this Agreement remains in effect, Customer agrees to pay to Bank the fees and charges set forth in the Enrollment Form, provided from time to time hereafter to Customer, and all such other fees and charges as may be agreed upon from time to time by Customer and Bank. The Alpine Remote Fee Schedule is hereby incorporated by reference and made a part of this Agreement. Should Customer fail or refuse to pay any charges under this Agreement, Customer agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Bank. Bank shall have the right to increase or decrease charges imposed for the Service and will notify Customer of the changes with not less than 30 days' advance notice, to the extent required by law. Customer's use of the Service after changes have been made shall constitute Customer's agreement to the same. In addition to the Alpine Remote Fee Schedule, Customer agrees to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank).

10. **No Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICE SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT THE SERVICE IS PROVIDED BY BANK ON AN "AS IS" BASIS. BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON, AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND BANK HEREBY DISCLAIMS ANY AND ALL OF THE SAME. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.

11. **Limitation of Liability.** ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, BANK'S TOTAL LIABILITY TO CUSTOMER AND ANY THIRD PARTIES UNDER THIS AGREEMENT WILL BE LIMITED TO THE PAYMENTS MADE BY CUSTOMER DURING THE PREVIOUS 6 MONTHS FOR THE SERVICE. IN NO EVENT WILL BANK BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS,



GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT BANK HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, SHALL BE THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

12. Indemnification and Liability; Third Party Claims. To the extent permitted by law, Customer hereby agrees to indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys’ fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Customer’s (i) failure to report required changes, (ii) transmission of incorrect data to Bank, (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) (i) Bank’s provision of the Service, (ii) Bank’s action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) any and all actions taken by End Users as it relates to this Agreement, (d) any claim by any End User or other third party that an ACH or credit card entry was not issued by an End User or a person acting on behalf of an End User, (e) Customer’s breach of any of Customer’s representations, warranties, covenants or other agreements or responsibilities under this Agreement, (f) any and all actions taken by or through Customer in the capacity of a Third Party Sender as defined by the Rules, and/or (g) Customer’s breach or violation of any Rules; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank’s gross negligence or willful misconduct.

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

14. Confidential Information and Proprietary Right in Data. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Customer in connection with this Agreement is confidential. Except when allowed by applicable law, Bank shall not disclose or permit access to any such information by any person, firm or corporation. Bank shall cause its officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the Bank obligations under this Agreement or to any other party to which Bank may be required by law to report such information. Customer agrees to hold confidential, and to use only in connection with the Service, all information furnished to Customer by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank’s product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Customer at any time receive or acquire any information relating to another Customer of Bank, Customer shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information



for its own benefit or otherwise. Bank's and Customer's obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidentiality to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and/or a state regulatory agency, and Customer agrees to the release of by Bank of Customer's reports, information, assurances and other data and information as may be required under applicable laws and regulations. Customer agrees that any specifications or programs developed by Bank in connection with this Agreement, or supplied or made available to Customer by Bank, are the exclusive property of Bank, its agents, suppliers or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

15. Arbitration and Waiver of Jury Trial; ALL DISPUTES RESOLVED BY ARBITRATION. TO THE EXTENT PERMITTED BY LAW YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). TO THE EXTENT YOU HAVE NOT OPTED OUT OF ARBITRATION AS PROVIDED FOR UNDER THE ACCOUNT AGREEMENT, ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY RELATED SERVICE AGREEMENTS, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION. WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, CUSTOMER AND BANK EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN GLENWOOD SPRINGS, COLORADO OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

16. Termination. Customer may terminate this Agreement at any time. Such termination shall be effective at the time the Customer has been deactivated from the system. Bank reserves the right to terminate this Agreement immediately upon (a) its determination that Customers use of the Service has become inactive as defined by Bank, or (b) if Customer, in Bank's sole discretion, is in violation of the Agreement or any Rules. Any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

17. Prohibited Transactions. Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d)



to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank in its sole discretion believes violates the terms of this Agreement.

18. General.

a) **Attorneys' Fees.** In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

b) **Successors.** This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

c) **Assignment.** No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition upon written notice to Customer.

d) **Amendments.** Bank may amend the terms of this Agreement at any time, in its sole discretion. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Customer's continued use of the Service shall constitute Customer's agreement to such amendments. No amendments requested by Customer shall be effective unless received, and agreed to in writing, by Bank.

e) **No Third Party Beneficiaries.** This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns and affiliates.

f) **Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

g) **Entire Agreement.** Customer agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Service. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Signature Card for Deposit and any other agreement from Alpine Bank.

h) **No Waiver.** No delay or failure on the part of Bank in exercising any of Bank's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Bank shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

i) **Severability.** In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

j) **Construction.** This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

k) **Survival.** Bank and Customer agree that Part I Sections 7, 8, 10, 11, 12, 14, 15, 16, 18 and Part II Sections A1, A9, C1, C13, C14 and C18 shall survive the termination of this Agreement.

l) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without reference to its conflict of laws provisions, and applicable federal law.

m) **Relationship of Parties.** Customer hereby agrees that the parties hereto shall each be independent contractors in the performance of their obligations under this Agreement and nothing contained herein shall be deemed to constitute either party as the agent, representative or franchisee of the other party, or both parties as joint venturers or partners for any purpose.

n) **Notices.** Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier, or by email, to the address of the parties first set forth in this Agreement or to such other address of the parties designated in writing in accordance with this subsection.

o) **Appendices and Enrollment Form.** Appendices and Enrollment Form are incorporated into, and constitute a part



of, this Agreement.

p) **Credit Card Exemptions.** Unless Bank is Customer's Credit Card Processor, Customer acknowledges and agrees that Bank's sole responsibility under this Agreement to Customer as it relates to Credit Card transactions is that Bank shall send Credit Card transactions transmitted by Customer to Customer's Credit Card processor. Customer further acknowledges that Bank shall not perform any type of edit or review of the Credit Card transactions and shall transmit them to Customer's Credit Card processor in the same format and condition as the transactions were received from Customer. Bank will not settle for any Credit Card transactions received from Customer and will not process any Credit Card transactions refused or returned by Customer's Credit Card processor. Customer will incur separate charges from Customer's Credit Card processor for the servicing of their Credit Card merchant account as documented in the "Merchant Agreement" between Customer and Customer's Credit Card processor. Customer understands that the Merchant Agreement, and that the rates, fees, and charges associated with their merchant account are strictly between Customer and Customer's Credit Card processor. Additionally, in the event that Customer enters into a lease or financing terms, Customer understands that Bank is not a party to that Agreement, and that the terms and conditions of the lease or financing is strictly between Customer, the lease/finance Customer, and the Customer's Credit Card processor, acting independently of Bank.

q) Customer understands and accepts that Bank and its affiliates are not responsible for the success or failure of the Customer's business, or the success or failure of the Customer's on-line site.

19. Designation of Administrator. In order to use one or more Services described in this Agreement, Customer must designate at least one Administrator. Administrators shall be responsible for designating "Users" who Customer authorizes to issue Entries, and/or make payments, deposits, and/or any conduct any other transactions under this Agreement ("Transactions") on its behalf. For the purposes of this Agreement, the term User shall also include the Administrator. The Bank shall be entitled to rely on the designations made by the Customer's Administrators and shall not be responsible for matching the names of the Users designated by the Administrators to names or titles listed in Customer's banking resolutions. Customer agrees that any such online Entries and/or Transactions shall comply with the User Manual(s), user guide(s) and/or operating instructions from time to time provided or made available by Bank to Customer, including any security procedures applicable to the Service(s), which are subject to change without notice to Customer. In addition to designating an Administrator, Customer may designate "Authorized Users" on the Enrollment Form attached hereto and made a part of this Agreement. Bank shall enable the Authorized Users to gain access to the Service(s) and to perform other User functions. The term "Users" shall also include the agents authorized by Customer ("Authorized Agents"). Although Bank is only required to act upon the instructions of the Users(s), the Bank may, in its sole discretion, execute debit or credit Entries or Transactions initiated by any individuals authorized by Customer to sign checks on Customer accounts. The signature cards establishing the authorized signatories for Customer deposit accounts are hereby incorporated by reference and made a part hereof.

20. User Manual. As used in this Agreement, the term "User Manual" means the current (as of the date of any use of the Services described in this Agreement) instructions, procedures, recommendations, documents, or other information exchanged or provided or made available by Bank or any third-party service provider or vendor to Customer in either paper or electronic form, including through the RDC Service, Online Payment Service, and/or ACH Service. Bank may amend or supplement User Manual from time to time with or without notice. Customer acknowledges, understands and agrees that the User Manual and other instructions or documentation are not designed for the detection of errors. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

PART II: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SERVICES

A. RDC Service. Bank shall provide the RDC Service to Customer, which allows Customer to make deposits to Customer's Account(s) listed in Enrollment Form by scanning checks on a desktop scanner or other device and delivering the images and information required hereby to Bank or Bank's designated processor (a "Processor"). Customer may add or delete Accounts listed in Enrollment Form from time to time in accordance with procedures agreed upon between Customer and Bank. The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as defined in Section A.2 below) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the User Manuals, and must read and capture the magnetic ink character recognition ("MICR") line on each Check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each Check and all other required data and information from each



Check, Customer will transmit one or more files containing the Images, the MICR line from each Check and all other required data and information from or pertaining to all Checks and, if Bank allows Customer to convert Images to ACH Entries (“Check Conversion”), all Files to Bank or Processor via the internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the Images of the Checks into the collection process, in accordance with the provisions of the Account Agreement and this Agreement. If Bank offers Check Conversion, in addition, or as an alternative, to transmitting Images of Checks, Customer may use the desktop scanner to initiate electronic signals for paperless debit entries through Bank to accounts maintained either at Bank or in other depository financial institutions by means of the ACH. If Bank offers Check Conversion, Customer and Bank agree that Bank may convert the Images to ACH Entries on Customer’s behalf. Customer hereby appoints Bank as Customer’s agent for the specific purpose of making the determination and decision to convert the Images to ACH Entries. Customer and Bank agree that Customer shall be and remain the Originator and Bank shall be the Originating Depository Financial Institution, as those terms are defined in the NACHA Rules. Customer shall receive credit for ACH debit entries in accordance with the terms of the ACH Service. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of, the RDC Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party, provided however that Bank shall give Customer at least thirty (30) calendar day notice prior to making any modifications to the RDC Service that will materially alter the RDC Service’s functionality.

A.1. Consumer Accounts. If Customer lists consumer accounts in Enrollment Form, the account owner shall be referred to as “Individual” and the following provisions are applicable:

a) Notwithstanding any provision contained in this Agreement to the contrary, Customer hereby grants to Individual a license to use the Service to scan Checks, transmit Images of Checks to Bank, and to deposit Images into the personal or consumer account selected by the Individual. Any virtual electronic endorsement on any Check or other item deposited through the Service shall have the same binding effect as a stamped, hand written or other manual endorsement. Customer hereby represents and warrants to Bank that the grant of this license to Individual will not violate any law or Customer bylaw or conflict with any other agreement to which Individual is subject.

b) Individual acknowledges and understands that this Agreement contains an Arbitration and Waiver of Jury Trial provision and by agreeing to the terms of this Agreement, to the extent allowed by law, Individual is agreeing to submit disputes to arbitration and is waiving any right to a trial by jury as more fully set forth in Section 15 of this Agreement.

c) Customer hereby acknowledges and accepts all risk and liability associated with allowing Individual to use the Service, including but not limited to the potential for or possibility of Individual depositing Checks payable to Customer into Individual’s personal account.

d) In addition to other indemnification and liability provisions elsewhere in this Agreement, Individual and Customer agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys’ fees) arising from or related in any way to the use of the Service by Individual. For any such consumer account, the use of virtual indorsement shall not be used by Customer or Individual.

e) Joint and Several Liability. Without limitation of any other provision of this Agreement, Customer and Individual agree to be jointly and severally liable to Bank for any and all losses, expenses, damages, amounts owed pursuant to the terms of the indemnification provisions contained herein, or any other costs of any nature or kind incurred by Bank arising out of or related to this Agreement or the relationship between Customer and Individual. Bank, in its sole discretion, shall be entitled to collect the entire amount from either Customer or Individual individually or a portion from each in any combination without regard to fault of the respective parties. Individual hereby acknowledges and agrees that any action taken by Customer shall be considered as though such action was taken by Individual and Customer hereby acknowledges and agrees that any action taken by Individual shall be considered as though such action was taken by Customer.

A.2. Checks Deposited via the RDC Service. Customer hereby agrees that it will only scan and deposit a check(s) (each such check and other item a “Check” and, if more than one, “Checks”) as that term is defined in Federal Reserve Board Regulation CC (“Reg. CC”). Customer agrees that the Image of the Check that is transmitted to Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code. Customer further agrees that it will not remotely deposit any Check or other item that:

(a) are payable to any person or entity other than Customer, (b) are drawn, or otherwise issued, by Customer or any affiliate of



Customer on any account of Customer or of such affiliate, (c) are prohibited by Bank's then current User Manuals or are in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg. CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) is a remotely created check, or (h) which are not acceptable to Bank for deposit into a deposit account as provided in the Account Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If Customer deposits a Prohibited Check, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, Customer provides Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

A.3. Scanning of Checks and Transmission of Files. Customer shall properly install and use all software and hardware provided by this Agreement or otherwise required for, or related to, the use of the RDC Service. Customer shall (a) endorse each Check to be deposited in accordance with the User Manuals, (b) scan the front and back of each Check to be deposited and thereby capture the Image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and, if Bank offers Check Conversion, all batched ACH data and other information to Bank or its Processor in accordance with the User Manuals.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the User Manuals. Customer may send multiple Files to Bank or Processor throughout the day. The total number of items, the single item amount and the total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified in Enrollment Form (the "Deposit Limit"). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the limits established in Enrollment Form. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified in Enrollment Form (the "Cut-Off Time"), provided, however, that if Bank offers Check Conversion, items eligible for clearing via Bank's ACH services shall be originated the next Business Day to be sent to Customer's Account. Customer and Bank agree that the number of items, the single item amount, the Deposit Limit and the Cut-Off Time designated in Enrollment Form may all be changed from time to time in accordance with procedures agreed upon between Customer and Bank. A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced in accordance with the User Manuals or which is received after the Cut- Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the Limits and the Cut-Off Time.

If elected in the Enrollment Form, Customer may use a third-party service provider, vendor or independent contractor selected or retained by Customer ("Vendor") in connection with the RDC Service. Customer (i) agrees that any Vendor is acting as Customer's agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Vendor to comply with the Rules or this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Vendor or a malfunction of equipment, access, of software provided by a Vendor. Customer is solely responsible for maintaining compliance with the requirements of any Vendor, including obtaining any software updates, network requirements and/or any security procedures. Bank will not have any responsibility for any Check or File handled by a Vendor until that point in time when Bank accepts and approves a Check or File from such Vendor for processing. To the extent there is a conflict between any procedures required by a Vendor or the Bank, Customer acknowledges and agrees that Bank's procedures control.



A.4. Maintenance and Destruction of Original Check. Customer shall securely store all original Checks for a period of thirty (30) days after Customer has received notice from Bank that the File containing the images of such Checks has been accepted (such period the “Retention Period”). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

A.5. Image and MICR Quality. Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Prior to scanning checks, Customer agrees to perform sight reviews to detect errors. The intent is to ensure the image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- (a) the written amount of the Check;
- (b) the payee of the Check;
- (c) the signature of the drawer of the Check;
- (d) the date of the Check;
- (e) the Check number;
- (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Customer shall also capture and transmit to Bank the full- field MICR encoding on each Check. In accordance with the User Manual, Customer shall ensure that the following information is captured from the MICR line of each Check:

- (a) the American Bankers Association routing transit number (“RTN”); (b) the number of the account on which the Check is drawn;
- (c) when encoded, the amount of the Check; and (d) when encoded, the serial number and the process control field of the Check.

A.6. Receipt of File. Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the User Manual. If Bank determines that Customer has not complied with this Agreement or followed the User Manual or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “Corrected File”). As a form of correction, Bank may credit Customer’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance herewith and with the User Manual, the File is balanced and the Images meet the requirements of Part II, Section A.4 of this Agreement, then



Bank shall accept the File (an "Accepted File") for deposit to Customer's Account. Upon acceptance of the File, Bank shall electronically notify Customer of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer's Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank. On a daily basis, Customer will review all input and output, controls, reports, email messages, and documentation, to ensure the integrity of data processed by Bank. On a periodic basis, Customer will also check exception reports provided in the Bank's Merchant Portal to verify that all batch maintenance entries and non-dollar transactions were correctly entered. Customer is responsible for initiating timely remedial action to correct any improperly processed data which these reviews would disclose.

A.7. Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank shall grant Customer's Account Provisional Credit for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Customer's Account subject to final payment of the Checks and subject to regulatory requirements.

A.8. Collection of Checks. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Account Agreement.

A.9. Contingency Plan. Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise comply with the terms hereof or of the User Manual, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer shall deposit the original Checks by any method provided by Bank for customers to make deposits (i.e. at a branch, by mail, etc.) The deposit of original Checks shall be governed by the terms and conditions of the Account Agreement and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, Part II, Section A.10 of this Agreement dealing with warranties shall apply to the deposit of original Checks.

A.10. RDC Service Warranties. Customer represents, warrants and covenants the following to Bank, to the extent permitted by law:

- a) **Checks Deposited.** Customer shall only deposit Checks that are authorized by this Agreement, the User Manual, the Rules and the Account Agreement;
- b) **Image Quality.** Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- c) **Accuracy of Information.** All data and other information submitted by Customer to Bank, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- d) **No Duplicates.** Customer, using best judgement, will not knowingly: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created.
- e) Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the item(s);
- f) **No Loss.** No subsequent transferees of the item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- g) **Information.** All information provided by Customer to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Bank;
- h) **Authority and Legality.** (i) Customer is authorized to enter into, and perform its obligations under, this Agreement; (ii) the person signing this Agreement on behalf of Customer is duly authorized to execute this Agreement; (iii) this Agreement is valid and enforceable against Customer in accordance with its terms; and (iv) the entry into, and performance of, this Agreement by Customer will not violate any law, or conflict with any other agreement, to which Customer is subject;
- i) **No Litigation.** There is no action, suit or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would



adversely affect Customer's financial condition or operations.

j) Transactions. All Checks and business transactions of Customer are, and will be, bona fide. All signatures on Checks are authentic and authorized.

k) Rule Compliance. Customer conducts its business, and submits Checks and Files in compliance with this Agreement, the User Manual, applicable law and the Rules; none of Customer's employees is a citizen of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization," as defined by OFAC.

l) Computer Virus. Customer agrees to take necessary and prudent actions to keep computers, utilized for RDC Service, free of viruses and other harmful, intrusive and/or invasive codes.

A.11. Returned Checks.

Chargeback of Returned Checks. If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with Part II, Section A.3 of this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer. Customer hereby agrees to pay Bank any fees that may be assessed for processing returned Images of Checks according to the Bank's current schedule of fees.

A.12. Confirmation: Account Reconciliation.

Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within 7 days of transmitting the file to Bank, then such transactions shall be considered correct, and Customer shall be precluded from asserting such error or discrepancy against Bank.

A.13. Hardware and Communications Services.

Customer acknowledges that they are responsible for obtaining and maintaining all hardware and software needed to access the RDC Service, including but not limited to computer, wireless device, and telephone equipment, cabling, software, Internet access and other materials at its or End User's facilities necessary to access the RDC Service. Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the RDC Service and that fulfills Customer's obligation to obtain, and maintain, secure access to the internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the RDC Service, including, but not limited to, telephone service or internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the RDC Service. Customer understands and agrees that they are responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the RDC Service and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. In connection with its use of the RDC Service, Customer shall only use the hardware described in the Enrollment Form (as the same may be amended or supplement, the "Hardware List") or such other hardware as is approved in advance by Bank and shall only use such software as is approved in advance by Bank. Customer may purchase the hardware from Bank by selecting such hardware in the Enrollment Form. All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Software"), (b) the User Manual and (c) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Service (everything in this clause (c) together with the User Manual, collectively, the "Documentation") shall be, and remain, the property of Bank or any third party software provider, as applicable. Unless otherwise expressly authorized, Customer may not (aa) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (bb) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast,



circulate, distribute, transfer, assign, or commercially exploit the Documentation. Bank is not responsible for, and Customer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the internet. Bank is not responsible for, and Customer hereby releases Bank from any and all claims or damages resulting from, or related to, defects in or malfunctions of Customer's computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises Customer, and Customer hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

B. Online Payment Service.

The Online Payment Service will allow End Users to make payments to Customer using a computer or wireless device via the Automated Clearing House network or will allow Bank to forward "Credit Card" transactions to Customer's Credit Card processor. Customer agrees that it must comply with all Rules and Laws in using this Service and will require all End Users to consent to and comply with the Rules and Laws. The term "End User" shall also mean the Receiver as that term is defined in the Rules. This Service will allow End User to initiate ACH WEB credit entries to pay Customer by means of the ACH Network pursuant to the terms of this Agreement and the Rules and Laws. Customer shall not use the Online Payment Service for ACH WEB debit entries. Customer hereby requests Bank to provide the Services described in this Agreement. To the extent the ACH Network is used for any payments through the Online Payment Service, the following terms and conditions of Section C below (ACH Service) also apply: (a) Rejection of Entries; (b) Return and Rejected Items; (c) Errors, Cancellations and Amendments to Entries; (d) Error Detection; (e) Provisional Settlement; (f) Notifications of Change; (g) Customer Representations and Warranties; Indemnity; (h) Additional Customer Warranties for Selected Standard Entry Classes; and (i) any and all other provisions in the ACH Service Section or the Rules applicable to the Online Payment Service.

B.1. Online Payment Service Processing. If selected by the Customer, this Online Payment Service provides the tools to Customer to allow an End User to make a payment to Customer via the internet. The Online Payment Service provides a web page that allows an End User to make a payment to Customer through Customer's website. The End User will access the Service via Customer's website or the Online Payment URL and the End User can enter their credit card number or End User's bank account information to process a payment. The Service will allow Bank to forward "Credit Card" transactions to Customer's Credit Card processor, or generate an ACH WEB transaction from the bank account information. The Bank will provide Customer with a URL that Customer can embed in their business website. Customer shall be responsible for handling all user administration and maintenance associated with the Service, including but not limited to, End User lockouts and password resets.

B.2. Online Payment Service Overview. Customer shall comply with the User Manual, and Customer acknowledges and agrees the User Manual constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries.

B.3. Transmittal of Online Payment Service Entries by Customer. After accessing the appropriate website to make a payment, the End User shall input the amount of the payment to be made to Customer and shall select whether the payment is to be made by credit card or ACH WEB debit Entry. Prior to making a payment, the End User will have completed the Online Payment Service process and will have provided End User's credit card information or bank account information including End User's financial institution's ABA routing number and End User's account number maintained at End User's financial institution. If the payment is a credit card payment, Service Provider shall transmit the credit card payment to Customer's Credit Card processor. If the payment is to be made via an ACH WEB debit Entry, Service Provider shall create an ACH debit file and transmit the file to the ACH operator on behalf of Bank. Customer acknowledges and agrees that all ACH WEB debit Entries shall be considered to have been transmitted by Customer to the Service Provider. Customer shall have the sole responsibility for the accuracy of the data transmitted to Service Provider including but not limited to the amount of the transaction, the bank routing number and the account number of the End User. Customer acknowledges and agrees that if an inconsistency between an End User's name and account number exists, the transaction will be initiated based upon the account number even if it identifies a person different from the named End User. Customer hereby agrees to be responsible and liable for any loss incurred by any party including, but not limited to, Bank, the End

User, the Receiving Depository Financial Institution ("RDFI"), or the Originating Depository Financial Institution ("ODFI") for any error in the data submitted by Customer. Entries must be made by the End User before the cut-off time ("Cut-Off") designated in the Enrollment Form. Entries received after the Cut-Off shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed the limit set forth in



Enrollment Form. If the amount of the Entries exceeds the limit, Bank may decide, in its sole discretion to refuse the Entries or to process the Entries. Customer may not reinitiate Entries except as prescribed by the Rules.

B.4. Online Payment Service Transaction Settlement. Bank shall initiate a credit to Customer's Account for the total amount of payments made each day before the applicable cut-off to Customer by End Users via ACH. If any ACH WEB debit Entry is returned to Bank (in a timely manner as described by the Rules), Bank will debit Customer's Account for the amount of the return item plus any fees or costs incurred by Bank. **Bank reserves the right to hold Customer's funds should any questionable activity occur, or if the Customer's return rate increases enough to warrant a longer hold period as required by law or the Rules.**

C. ACH Service.

The ACH Service will allow Customer to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH network pursuant to the terms of this Agreement and the Rules of NACHA ("NACHA Rules") and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, and Bank is willing to act as an ODFI with respect to such Entries. Customer and Bank agree that Customer shall be and remain the Originator and Bank shall be the ODFI, as those terms are defined in the NACHA Rules. This Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Services outlined herein. Customer hereby requests Bank to provide the Services described in this Agreement. By executing this Agreement and/or using the Services described in this Agreement, Customer accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Service outlined herein.

C.1. Compliance with Rules and Laws. Customer acknowledges that Customer has a copy of or has access to a copy of the Rules. Customer agrees to comply with and be subject to the NACHA Rules in existence as of the date of this Agreement, and any amendments to these NACHA Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the OFAC and all rules and regulations promulgated by the FTC. It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Customer with any fines incurred as a result of non-compliance by the Customer and the Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules. Bank may terminate or suspend this Agreement upon written notice and identification of a material breach by Customer of the Rules. Furthermore, Bank shall have the right to initiate an audit of Customer procedures for compliance with this Agreement and the Rules, upon written notification to Customer.

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

C.3. Originator; No Third Party Senders. Customer hereby agrees that Customer is the Originator, as that term is defined in the Rules, of the ACH Entries and hereby assumes all of the obligations and responsibilities of an Originator. Customer represents and warrants to Bank that Customer is NOT a Third Party Sender, as that term is defined in the NACHA Rules, and is not allowing or permitting any third-parties to act as a Third Party Sender through the Service. Customer shall establish policies and procedures to ensure that Customer is in compliance with the Rules at all times. Customer agrees that Bank may audit Customer's ACH activities.

C.4. Third Party Service Providers. Customer may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). If Customer uses Service Provider to transmit Files to Bank, Customer (a) agrees that Service Provider is acting as Customer's agent in the delivery of Files to Bank, and (b) agrees to assume full



responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("Service Provider Agreement"). All of Customer's obligations and responsibilities under this Agreement will apply to the Service Provider, and Customer's separate agreement with the Service Provider must so provide. At Bank's request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider Agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

C.5. ACH Service Overview. Customer shall comply with the User Manual and Customer acknowledges and agrees the User Manual constitute commercially reasonable security procedures under applicable law for the initiation of ACH Entries.

C.6. Transmission of Other ACH Entries by Customer. User(s) shall initiate corporate credit or debit (CCD) or prearranged payment and deposit (PPD) debit or credit Entries hereunder on behalf of Customer. Bank shall be entitled to deem any person having knowledge of any User Manual to be a User. User(s) shall transmit Entries to Bank via the website provided by Bank's processor and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries received after the cut off time established by Bank for receipt of Entries shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in Customer's account or the ACH Limit set forth in the Enrollment Form. Customer may not reinitiate entries except as prescribed by the Rules.

C.7. Rejection of Entries. Bank or Service Provider may reject any transaction or file of transactions which does not comply with the requirements of this Agreement and may reject any transaction if the Customer is not otherwise in compliance with the terms of the Agreement. Bank has no obligation to notify Customer or End User of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Customer or End User for rejection of an Entry nor for any failure to notify Customer or End User of the rejection of an Entry. In the event any transactions are rejected by the Bank for any reason whatsoever, it shall be the responsibility of Customer or End User to remake such Entries

C.8. Processing, Transmittal, and Settlement by Bank. Except as otherwise provided for in this Agreement and if Bank elects to accept Entries, Bank shall:

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

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



C.9. Payment for ACH Credit Entries and Returned ACH Debit Entries. Customer agrees to pay for all credit Entries issued by Customer, User(s), or credit Entries otherwise made effective against Customer. Customer shall make payment to Bank on the date as determined by Bank in the Enrollment Form. Customer shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by Bank. Payment shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("Authorized Account(s)") designated in the Enrollment Form, as payment for all payments due to Bank under this Agreement. Customer shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due to Bank under this Agreement on the Payment Date.

C.10. Errors, Cancellations and Amendments to Entries. Customer shall notify Bank immediately of any Entry Customer discovers has been initiated or authorized in error. Neither Customer nor an End User shall have the right to cancel or amend any Entry after its receipt by Bank or Service Provider. However, Bank may, at its option, accept a cancellation or authorize the Service Provider to accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must issue the cancellation or amendment and Bank shall use reasonable efforts to act on the request by Customer for cancellation of an Entry prior to transmitting it to the ACH operator, but Bank shall have no liability if such cancellation is not effected. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

C.11. Error Detection. Bank has no obligation to discover and shall not be liable to Customer or any End User for errors made by Customer or an End User, including but not limited to errors made in identifying the End User, or the Receiving Depository Financial Institution ("RDFI") or for errors in the amount of an Entry. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer or an End User. In the event that Customer or an End User makes an error or issues a duplicate Entry, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as result of the error or issuance of duplicate Entries.

C.12. Provisional Settlement. Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

C.13. Customer Representations and Warranties; Indemnity. With respect to each and every Entry transmitted by Customer and End User, Customer represents and warrants to Bank and agrees that (a) each person shown as the End User on an Entry received by Bank from Customer and each Receiver has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to the Entries designated in Part II, Section C.6 of this Agreement (Transmission of Other ACH Entries by Customer), (d) Customer shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH services. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, Bank shall be entitled to a refund from Customer of the amount credited and End User shall not be deemed to have paid Customer the amount of the Entry. Customer shall indemnify Bank against any loss, liability or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.

C.14. Additional Customer Warranties for Selected Standard Entry Classes. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, **Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement.** Customer also makes the additional warranties to Bank that Bank makes to each RDFI and



ACH operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer hereby indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

C.15. Return and Rejected Items. Customer acknowledges that it is solely responsible for any and all returned or rejected items. Customer hereby authorizes Bank to deduct the amount of any returned or rejected item and any associated processing fees from the Account, if assessed. Bank shall initiate an ACH debit Entry to the Account in the amount of the return items for each day Bank receives returned or rejected items and shall communicate to Customer or otherwise make available for review the individual Entries that were returned or rejected. Customer further authorizes Bank to debit any other deposit account maintained by Customer, as necessary, to recover any funds for returned or rejected debit transactions in accordance with the provisions of this Agreement.

C.16. Notifications of Change. Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry, Refused Notification of Change, or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within the time period prescribed in the NACHA Rules.

C.17. Delay or Failure to Transfer Funds. Bank shall not be liable to Customer or End User for any damages of any kind for any delay in payment, including special, consequential, punitive, or indirect loss or damage. Bank shall not be liable or responsible to Customer for any delay or failure to transfer any amount hereunder for any reason including but not limited to rules, regulations, or policies of the Federal Reserve Board which place an aggregate limit on the amount Bank can transfer from time to time during any banking day. In no event shall Bank be liable to Customer for attorney's fees incurred by Customer in any action brought by Customer under this Agreement.

C.18. Data Retention. Customer agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

No signature is required on this AlpineRemote Agreement. By signing the Enrollment Form, Customer acknowledges its receipt of and agrees to the terms of this Agreement, including any Exhibits, Schedules and documents incorporated by reference herein.