

Treasury Management Services Disclosure and Agreement

CITY NATIONAL BANK



AN RBC COMPANY



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TERMS AND CONDITIONS

This Agreement contains the general terms, conditions and service descriptions governing each City National Bank Treasury Management Service (a "Service"). These terms and conditions shall be construed and the rights and obligations of the parties determined in accordance with California law, except as otherwise stated below.

As used herein, the terms "we," "our," "us," "Bank" and "CNB" mean City National Bank and include our shareholders, directors, employees, affiliates, agents and vendors. The terms "you" and "your" mean you, our client, using a Service and anyone acting on your behalf.

The term "Business Day" is any day on which our headquarters office is open to the public to conduct substantially all business functions. The term does not include Saturdays, Sundays and holidays when our headquarters office is closed.

NOTICE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account*. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Account* means a formal banking relationship established to provide or engage in services, dealings, or other financial transactions, including a deposit account, a transaction or asset account, a credit account, or other extension of credit. *Account* also includes a relationship established to provide a safe deposit box or other safekeeping services, or treasury management, custodian, trust, and international services.

PLEASE TAKE FURTHER NOTICE: We share your personal information and our experience with you (collectively "data") with third parties, as permitted by law, for our everyday business purposes, including to process your transactions, maintain your accounts, report suspicious or other unusual transactions, respond to court orders and legal investigations and to report to credit bureaus. You understand you cannot limit this sharing and as a condition for and by doing business with us you agree, authorize and consent to such sharing. Further, as data shared with and maintained by government agencies and credit bureaus is not maintained within our control, you understand and agree that we shall have no responsibility or liability to you in the event such shared data is misused or is compromised in any way. The foregoing does not limit your right to advise us of data you believe may be inaccurate nor relieve us of our obligation to correct data we determine to be inaccurate. For further information about our Privacy Policy, go to cnb.com.

Commencing a Service

Prior to commencing a Service, you will open and maintain with us one or more demand deposit or other deposit accounts (individually "DA" and collectively "DAs") as we shall require to provide you a Service. You shall maintain in each DA good and collected funds sufficient to conduct each transaction on the DA. We shall have no obligation to conduct a transaction that may result in an overdraft in a DA. If an overdraft is created in any DA, you shall repay the overdraft and shall pay any associated service fees at once.

If a Service requires us to extend credit to you or on your behalf, you shall meet our credit criteria.

You authorize us to obtain information about your credit history or financial situation from third parties, including credit reporting agencies, in order to open a DA or to provide a Service and to provide such parties with information about our experience with you as permitted by law. You will provide us information about your financial situation from time to time as we may reasonably request. You shall immediately advise us of any material adverse change in your financial condition.

The Service will commence upon completion of the Service Requirements stated below and acceptance by us.

Rules Governing a Service

Each Service is subject to its user guide, processing description, procedures, instructions, online help screens, or other documentation (collectively "User Documentation") provided to you by us from time to time. In addition, each Service is subject to the applicable provisions of any software license affecting the Service; the Operating Rules of the National Automated Clearing House Association ("NACHA Rules") and the rules of any other funds transfer system or clearing house through which funds are sent when we provide a Service, as the same may be amended from time to time; the laws of the state of California or if the account is governed by the laws of a different state, the law of the state governing the account (without reference to the conflict of law rules of California or the other state); and applicable Federal law and regulations. DAs established in connection with a Service are subject to the terms and conditions in our *Account Agreement and Disclosures* brochure, the applicable account agreement (signature card) for the account(s) and the applicable fee schedule(s) as amended from time to time. The terms and conditions of the current *Account Agreement and Disclosure* are incorporated herein by this reference. In the event of a conflict between this Agreement, the *Account Agreement and Disclosures* and the other agreements, disclosures, or schedules to which a DA is subject, the terms and conditions of this Agreement shall control.

Compliance with Law

It is our policy to comply with the laws and regulations applicable to us and we expect our clients to comply with the laws and regulations applicable to them. You specifically acknowledge that you are responsible for compliance with the tax laws and regulations applicable to you; for timely filing all required tax returns and other documents with each taxing authority having jurisdiction over your tax affairs by reason of your citizenship, residence or domicile; and, for paying your applicable taxes. We reserve the right to require you to certify your compliance with such laws and regulations to us upon our request. You shall not use any account you maintain with us or any service we provide to you to violate any law or regulation to which you are subject. Your obligation of compliance includes compliance by any beneficial owner of your account. We may exercise our right to close your account and terminate the relationship between you and us if we reasonably believe that you are violating or may have violated this provision.

You shall not use any CNB account or Service for unlawful Internet gambling. Federal regulation requires us to identify, block or otherwise prevent or prohibit unlawful Internet gambling. We may not process any such activity we identify and your account may be closed.

SERVICE REQUIREMENTS

You will furnish us all data, documents, authorizations and agreements we require in order to provide a Service (collectively "Data"), and you must do so in the form and within the time we require. You will make and retain copies of all Data provided to us. You are responsible for the accuracy, completeness and authenticity of all Data submitted to us.

All checks, drafts, deposit slips, and files used in connection with a Service shall meet our specifications. You will provide samples of the checks, drafts, deposit slips or files purchased or created by you for use in connection with a Service for our approval at least fifteen (15) days prior to proposed use or as required by terms of the Service.

RELIANCE ON DATA; DATA DELIVERY; SAFEGUARDING DATA

We are entitled to rely and act upon the Data submitted by you to us and we shall have no obligation or responsibility to audit, check or otherwise verify the Data. If the Data submitted by you to us is incomplete, not in our required format or if we discover an error in the Data, we may delay performance of a Service and, at our option, require you to correct, complete or resubmit the Data. If Data is delivered late to us for any reason, we may also delay performance of a Service. Any delay allowed hereunder may be for such time as

we determine. We shall be entitled to additional compensation for our cost or expense attributable to a delay. We will attempt to notify you prior to incurring any additional expense for which you will be liable but we are not required to do so.

Data furnished by you to us in connection with a Service will be safeguarded by us to the same extent that we safeguard our own similar data. We acknowledge your Data to be your proprietary information and we will not use your Data without your prior consent except to provide a Service and for other purposes as required or permitted by law.

EMAIL COMMUNICATIONS

If you attempt to communicate with us by electronic mail ("email"), we may not read your email immediately. You should not rely on email if you need to communicate with us immediately. If the email you send to us is not secure, the Data or other information contained in it may be read by unauthorized persons. We are not responsible for the acts of unauthorized persons.

EQUIPMENT AND SOFTWARE

The provision of a Service may require that you maintain equipment and software that is compatible with our systems or the systems of our vendors and maintains at least the level of security we require. We may change our requirements from time to time and you are responsible to meet our requirements. Unless we provide otherwise, you are solely responsible for the selection, installation, maintenance and operation of your equipment and software. You will, at your own cost and expense, maintain in good working order all hardware and equipment necessary for a service and implement, on a regular basis, back-up measures to a service. We assume no responsibility with respect to any errors, failures, or malfunctions of your equipment or software, or for any computer virus or related problems that may occur with your use of any computer or telecommunication network.

To use a Service, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser supporting 128-bit encryption. We do not endorse or provide an ISP or other means of accessing the Internet. If you obtain an ISP or other means of accessing the Internet, you may incur charges from your ISP or other Internet access provider. We are not responsible for the actions or inactions of your ISP or other Internet access provider. Software, ISP or other Internet access provider requirements may change from time to time and may affect your ability to access a Service. We are not responsible for any error, failure or malfunction of your computer or software, or for any computer virus or related problem that may occur with your

use of a Service. We are not responsible for any security breach, compromise, intrusion, misuse and/or failure on or involving your firewall, computer hardware, computer software, computer network and/or systems, and/or any other hardware and/or software (collectively, your "Computer System") through which you access a Service, including, without limitation, any virus, worm, Trojan horse, malware, spyware, or other similar harmful or malicious software, program or application on your Computer System. Furthermore, we are not liable for (a) any unauthorized access to your accounts via a Service, (b) any unauthorized transactions that may occur on your accounts and/or (c) any losses, damages, liabilities, costs and expenses (including attorneys' fees) (collectively, "Losses") to you arising by reason and/or as a result of any such security breach, compromise, intrusion, misuse and/or failure of your Computer System.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF A SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ANY INFORMATION, COMPUTER EQUIPMENT AND COMPUTER SOFTWARE MADE AVAILABLE TO YOU FOR USE IN CONNECTION WITH A SERVICE, IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU HAVE KNOWLEDGE THAT WE MAKE NO WARRANTY THAT A SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO A SERVICE AND ALL INFORMATION, COMPUTER EQUIPMENT AND COMPUTER SOFTWARE INCLUDED IN OR ACCESSIBLE FROM A SERVICE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

SECURITY OF YOUR EQUIPMENT

You will maintain and regularly update the security of your computer system using antivirus software programs and other deterrent systems reasonably necessary to prevent unauthorized access to your computer system. You shall take reasonable precautions to prevent the introduction of any disabling procedures (including, but not limited to, software

lock, malicious logic, worm, Trojan horse, bug, time bomb, etc.) into your software or our software. You are responsible for your failure to maintain or update the protection of your computer system and we shall not be liable to you for any loss arising by reason of your failure to do so.

Without limiting this provision in any way, you acknowledge and agree that a Service may require you to communicate with us via electronic mail, the Internet and/or other electronic means and that such communications could fall victim to interception and/or access by unauthorized third parties. We require you to utilize prudent and reasonable computer hardware and software security measures and Security Items (as hereinafter defined) and to follow certain minimum security practices and procedures ("Security Practices and Procedures") in order to reduce the risk of unauthorized access to and use of your accounts via a Service by third parties. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO UTILIZE SUCH COMPUTER HARDWARE AND SOFTWARE SECURITY MEASURES AND SECURITY ITEMS AND/OR TO FOLLOW SUCH SECURITY PRACTICES AND PROCEDURES SHALL RELIEVE US OF ANY LIABILITY TO YOU FOR UNAUTHORIZED ACCESS TO AND/OR USE OF YOUR ACCOUNTS OR UNAUTHORIZED TRANSACTIONS INITIATED ON YOUR ACCOUNTS THROUGH A SERVICE.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your username, personal identification numbers, passwords, codes, marks, signs, public keys or other means of identification (each, a "Security Item" and collectively, "Security Items") to access and/or use your accounts via a Service. Among other things, you agree to maintain and regularly update the security of your Computer System through which you access a Service, including, without limitation, by installing, maintaining and regularly updating antivirus and antispyware identification and removal software. You shall take all commercially reasonable precautions to prevent the introduction of any disabling procedures (including, but not limited to, a software lock, malicious logic, worm, Trojan horse, bug or time bomb) into your software or our software that might disrupt our equipment or software, or the equipment or software of other users of this Service. We reserve the right to block your access to a Service in order to maintain and/or restore security to the Service, *cnb.com* website (and/or CNB-related website) and/or any other CNB systems if we believe in our sole and absolute discretion that any of your Security Items has been or may be obtained or is being used or may be used by any unauthorized person.

YOUR FAILURE TO INSTALL, MAINTAIN AND/OR REGULARLY UPDATE ANTIVIRUS AND ANTISPYWARE IDENTIFICATION AND REMOVAL SOFTWARE SHALL RELIEVE US FROM

RESPONSIBILITY FOR ANY LOSSES TO YOU ATTRIBUTABLE TO SUCH FAILURE, EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW.

WITH RESPECT TO BUSINESS CUSTOMERS, WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES ARISING BY REASON OF YOUR FAILURE TO MAINTAIN THE SECURITY OF YOUR COMPUTER SYSTEM.

You agree that complying with the Security Practices and Procedures shall not relieve you of your obligation and responsibility to exercise independent judgment about security and additional steps or procedures needed to prevent cyber fraud, unauthorized access to and/or use of your accounts via a Service. Accordingly, you agree to take all additional commercially reasonable security measures in using the Service as circumstances may dictate over time. You further agree to take all commercially reasonable security measures necessary to prevent disruption to the operations of CNB's computer systems and the Service.

RELIANCE ON THIRD PARTIES

The provision of a Service may depend upon your or our ability to obtain and provide access to third-party networks, including telecommunication networks. In the event any third-party network is unavailable or in the event we determine, at our discretion, that we are unable to continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we shall have no liability for the unavailability of access.

If an ISP is required for us to provide you a Service you must obtain your own ISP and you are responsible for the ISP fees. We do not endorse or provide an ISP.

You may use a messenger or other courier or armored carrier approved and authorized by us, to deliver to us or to receive from us Data and banking transactions. You acknowledge that any such courier is your agent, unless otherwise stated, and that we shall have no responsibility or liability for any Data or transaction until the Data or transaction is actually received and receipted by us at our designated location. Even if we shall agree to pay for the cost of the courier, you assume all risk of loss of Data or transactions while in the possession of the courier. You are responsible for reconstruction of all your Data or transactions in the event of its destruction or loss.

DEADLINES

A Service may be subject to deadlines or processing cut-off times as described in the applicable User Documentation for the Service or otherwise communicated to you by us from time to time. Instructions or Data received after a deadline or

cut-off time are deemed received on our next Business Day. We may accept and attempt to process instructions or Data received by us after our deadline or cut-off times, but we shall have no obligation to do so and shall not be responsible if we accept and attempt to process instructions or Data and are unable to do so until our next Business Day.

STATEMENTS AND REPORTS

You shall promptly review the reports and statements provided to you by us for accuracy and completeness. You shall immediately notify us of any error in a report or statement provided to you. Reports and statements for which no notice of error is received within ten (10) Business Days shall be deemed correct.

SECURITY OF PASSWORDS, USER NAMES AND PERSONAL IDENTIFICATION NUMBERS

You understand that all passwords, user names, and Personal Identification Numbers ("PINs"), (individually a "Security Item" and collectively "Security Items") that we may require you to use and the security instructions we may require you to follow in connection with a Service are part of our security procedures for the Service and are confidential. If required for a Service, you shall appoint a System Administrator or contact person authorized to act on your behalf in assigning Security Items and functionality and in originating or confirming instructions for a Service. If permitted by a Service you may appoint more than one System Administrator. You agree to notify us at once in writing of any change in your System Administrator or contact person, or any of them. You agree to safeguard the Security Items and security instructions at all times and to establish and maintain procedures to assure their confidentiality. You agree not to disclose the Security Items and security instructions to any person or entity except your authorized personnel with a need to know. You shall adhere to the Security Practices and Procedures we provide you from time to time. You agree to train employees, as applicable, regarding the risks associated with any sharing or disclosure of Security Items and security instructions (including, but not limited to, sharing with other employees, if any) and will maintain procedures to prevent unauthorized disclosures and use of Security Items and security instructions. Your failure to provide such training and/or maintain such procedures which contributes to a Loss or damage to you or onto your account [including, without limitations, any loss of funds deposited (or intent ended to be deposited) in it] to an unauthorized transfer of funds shall relieve us of responsibility or liability for the Losses or damage otherwise attributable to us, to the extent of your contribution. If any Service is terminated for any reason, you will, with respect to that Service, (i) immediately cease using

the related Security Items and (ii) return to us all related Security Items and security instructions we provided to you or, at our option, destroy any related Security Items and security instructions. You will advise us at once in the event you believe a Security Item or security instruction has been compromised by unauthorized disclosure.

You understand that actions not part of our standard security procedures that we may take to detect an erroneous transaction or unauthorized request or instruction are determined at our sole discretion. Such actions shall not be deemed a part of our standard security procedures and we are not liable to you if we do not use such actions or any of them in each circumstance.

You understand that one or more of the Services may require you to contact us using the Internet or other electronic means. You understand that the Internet and other electronic means of communication may enable the communication to be accessed by unauthorized third parties. You understand that the equipment and software security levels we require, including the use of secure file transmission protocol ("SFTP") and the use of the Security Items and security instructions, are intended to minimize the risk of access by unauthorized third parties. Your failure to maintain our required security levels or your failure to use our required Security Items and to follow our required security instructions shall relieve us of any liability to you for unauthorized access to your accounts or unauthorized transactions initiated on your accounts arising by reason of your failure.

As part of our security procedures, we may establish a dollar limitation for transactions initiated by you. If we establish a limitation, we will advise you of the amount of that limitation.

RELIANCE ON SECURITY ITEMS

We may require that you initiate or authenticate transactions under a Service, including, but not limited to, transactions involving the deposit or the withdrawal of funds from any deposit account maintained with us set up on a Service, using one or more Security Items.

The account transactions that you initiated or authenticated through a Service using one or more Security Items shall be deemed authorized transactions and we are entitled to rely upon the Security Item or Security Items provided to us in accordance with our Security Practices and Procedures to initiate or authenticate each such transaction whether or not authorized and **WITHOUT REGARD TO THE SIGNING AUTHORITY ON THE ACCOUNT.**

You are responsible for maintaining the confidentiality and security of your Security Items that we may require you to use and the security instructions we may require you to follow in connection with the Security Practices and Procedures, and you are responsible for the use of such Security Items.

For business clients, if required for your access to or use of a Service, you shall appoint an account administrator or contact person authorized to act on your behalf in assigning Security Items and functionality and in originating or confirming instructions for a Service. If permitted for a Service, you may appoint more than one account administrator.

You agree to retain exclusive control of the Security Items and not to disclose the Security Items and security instructions to any person or entity except, as applicable, to your authorized personnel with a need to know. You shall adhere to the Security Practices and Procedures regarding Security Items that we provide you from time to time. You agree to train employees, as applicable, regarding the risks associated with the sharing, disclosure, and appropriate handling of Security Items and security instructions (including, but not limited to, sharing with other employees, if any) and will maintain procedures to prevent unauthorized disclosure and use of Security Items and security instructions. Your failure to provide such training and/or maintain such procedures shall relieve us of liability for Losses relating to your account [including, without limitation, any loss of funds deposited (or intended to be deposited) therein] to the extent that such failure contributes thereto.

If a third party by whatever means obtains your Security Items, we are authorized to rely upon and assume without further inquiry that the party to whom you disclose such Security Items is authorized to do anything that you can do with the Security Items at any time. We are not liable for any Losses arising from the use of your Security Items by any such third party whether the use is within the scope of your intended authorization or not. FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PERSON ACCESS TO YOUR ACCOUNTS AND/OR YOUR INFORMATION RELATING TO THEM, AND ENABLE THAT UNAUTHORIZED PERSON TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO ASSUME FULL AND COMPLETE LIABILITY ARISING FROM UNAUTHORIZED USE OF SECURITY ITEMS.

If any Service is terminated for any reason, you will, with respect to that Service, (i) immediately cease using the related Security Items and (ii) return to us all related Security Items and security instructions we provided to you or, at our option, destroy any related Security Items and security instructions. You will advise us at once in the event you believe a Security Item or security instruction has been compromised by unauthorized disclosure. You understand that actions not part of our Security Practices and Procedures that we may take to detect an erroneous transaction or unauthorized request or instruction are determined at our sole discretion. Such actions shall not be deemed a part of

our Security Practices and Procedures and we are not liable to you if we do not use such actions or any of them in each circumstance.

You agree to properly maintain all accounts you have with us, to comply with the rules governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

RESPONSIBILITY OF SYSTEM ADMINISTRATOR AND USER ADMINISTRATOR

When a Service requires that you designate a System Administrator or permits you to designate more than one System Administrator, each System Administrator you designate is responsible to identify persons authorized to access and use the Service and is also responsible to assign to such persons Security Items (passwords, user names and PINs) which are required by us for such access and use. (PLEASE NOTE, your System Administrator may designate one or more User Administrators with similar authority to your System Administrator. You and your System Administrator are responsible to control the actions of any System Administrator or User Administrator, including any User Administrator appointed by a User Administrator.) By using the Security Items the persons assigned Security Items will be able to conduct transactions on any deposit account set up on a Service. Transactions include but are not limited to viewing information from the accounts set up on the Service, transferring funds between accounts set up on the Service and transferring funds from such accounts to third parties, depending on the Service being provided. **You understand and agree that any System Administrator, and any User Administrator, may assign Security Items to persons not otherwise authorized to sign and conduct transactions on one or more deposit accounts set up on the Service. Such an assignment will result in a change in signing authority on each deposit account set up on the Service.** Transactions initiated in accordance with our requirements for a Service using Security Items are deemed authorized notwithstanding the signing authority otherwise stated in the deposit account agreement or applicable signature card. You are responsible to control and monitor your System Administrator and any User Administrator and to ensure that your Security Items are known only to and used only by the person or persons you intend to be properly authorized to access and use a Service. FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO YOUR ACCOUNTS AND YOUR ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. YOU ASSUME THE RISK OF UNAUTHORIZED USE OF

SECURITY ITEMS. YOU ARE RESPONSIBLE FOR THE ACTS OF EACH SYSTEM ADMINISTRATOR AND ANY USER ADMINISTRATOR AND YOU ASSUME THE RISK OF LOSS FOR ALL SUCH ACTS.

INTERNAL CONTROLS

We strongly recommend that all clients maintain reasonable internal controls with respect to the Service.

As a business client, you are required to and shall maintain commercially reasonable internal controls, including but not limited to, segregation of certain duties, such as accounts payable and accounts receivable and initiation and confirmation of transaction, to help prevent the misuse of your accounts. **WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES ARISING BY REASON OF YOUR FAILURE TO MAINTAIN COMMERCIALY REASONABLE INTERNAL CONTROLS.**

FUNDS TRANSFERS

If a funds transfer instruction (as defined in Division 11 of the California Uniform Commercial Code) is received, deemed authorized and processed by means of the Security Procedures you agree upon for the Service, you acknowledge that you are responsible to pay the amount of the funds transfer even if the instruction is in error or is fraudulent. You acknowledge that the recipient of a funds transfer instruction may pay solely on the basis of the account or other identifying number in the instruction even if the name of the beneficiary and the number on the records of the recipient do not agree. You acknowledge that we are not responsible to provide you notice of an incoming funds transfer upon receipt and that we may provide notice to you on your account statement.

OTHER FRAUD SAFEGUARD SERVICES

From time to time, we may develop or otherwise make available to you services that are designed, among other things, to detect and/or deter or to enable you to detect or deter specific instances of unauthorized, altered, counterfeit or fraudulent transactions, checks or other items, on your account (each a "Fraud Safeguard Service"). These Fraud Safeguard Services include, by way of example and not exclusion, our ACH Fraud Protection Service (including ACH Filters with ACH Positive Pay and ACH Blocks) and our Positive Pay Service (with or without Payee Verify) for checks. You acknowledge that your failure to use a Fraud Safeguard Service following our request that you do could substantially increase the likelihood of fraudulent activity on your accounts and that it is neither manifestly unreasonable nor unreasonable under the circumstances for us to require you to use such Fraud Safeguard Service. Accordingly, you agree that if you fail to implement any Fraud Safeguard

Service or follow procedures required by it, or you fail to follow other precautions or procedures reasonable for your particular circumstances following our request that you do, you will be precluded from asserting any claim against us for paying any unauthorized, altered, counterfeit or other fraudulent item that the Fraud Safeguard Service or other precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying any such item.

PROPRIETARY RIGHTS

You acknowledge that all computer programs, systems and software used in providing a Service and all information relating to them, including but not limited to User Documentation, is our property and has great commercial value to us. You shall not disclose information about this property without our prior written consent, and you shall not acquire any proprietary interest or right in this property as a result of your use of a Service. This provision shall survive the termination of the Service.

CONFIDENTIALITY

You and we acknowledge that all information concerning the other party provided in connection with a Service shall be maintained in confidence and shall not be used or disclosed to any third party without prior written consent, except as may be necessary to perform a Service or as required or permitted by applicable law or regulation.

FEES AND EXPENSES

You shall pay our fees, charges and other costs and expenses for each Service as specified in the applicable schedule of fees and charges or other document(s) provided to you from time to time as well as the fees and charges of others necessary to provide a Service. We reserve the right to change our fees and charges on reasonable notice to you.

LIMITATION OF LIABILITY AND INDEMNITY

When providing a Service, we shall exercise at least the same degree of care commonly exercised by banks of similar size when providing a similar Service to clients in California. EXCEPT AS OTHERWISE SPECIFICALLY AGREED IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING A SERVICE OR ANY COMPUTER PROGRAM OR SOFTWARE PRODUCT PROVIDED IN CONNECTION WITH A SERVICE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

We will not be liable for any loss, expense, error or delay, including, but not limited to, delay in processing Data or delivery of a report required under a Service, or the inability to provide a Service caused by accident, labor unrest, flood, fire, electrical or mechanical failure, software defect, computer failure, an act or omission or delay by you or any third party (including, but not limited to, an act or omission of any ISP or any telephone or telecommunications carrier), legal constraint, act of God or any other cause or condition beyond our reasonable control. We will not be liable to you for any damage arising out of or related to our performance or nonperformance of a Service other than damage actually incurred resulting directly from our failure to exercise reasonable care in performing the Service or breach of a duty to you arising under this Agreement.

You acknowledge that it is not possible for each Service to be totally free from operator, programming or equipment error, and that errors in processing and compiling Data may occur. You agree to review and verify all results and to maintain controls to determine the accuracy of Data transmission and for the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the Data for the period in question and to submit corrected reports at our own expense.

You will, at all times, defend, indemnify and hold us harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses and attorneys' fees, settlements, judgments or recoveries of third parties which may be asserted, brought or awarded against us arising out of or relating to: (i) any act or omission by you or any third party pertaining directly or indirectly to a Service, or (ii) any act or omission by us which is based upon Data or other information supplied to us by you, provided that we exercised reasonable care, as stated herein, and acted in good faith.

We shall indemnify and hold you harmless against any and all claims that your authorized use of the Services infringes or violates any United States patent, copyright, trade secret or other proprietary right of any third party. We shall defend and settle, at our sole expense, all suits or proceedings arising out of the foregoing, provided that you have given us prompt written notice of any such claim and provided you reasonably cooperate with us and allow us to control the defense and settlement negotiations. We shall not enter into any settlement or compromise which creates any liability or obligation (whether legal or equitable) on your part without your prior written consent. In all events you shall have the right to participate in the defense of any such suit or proceeding through counsel of your own choosing and at your expense provided that our decisions with respect to the defense and settlement negotiations shall be final. If a Service, or any portion of the Service, is held, or in our reasonable opinion is likely to be held, to infringe or violate any United

States patent, copyright, trade secret, or other proprietary right of any third party, we may at our option and sole expense, either: (a) secure for you the right to continue use of such Service; (b) replace such Service with a substantially equivalent service not subject to such claim; (c) modify the Service so that it becomes no longer subject to such claim. Notwithstanding the foregoing, we shall have no liability for any third party claim of infringement based upon (a) your failure to implement any change to the Service provided by us if such infringement would have been avoided by your implementation of such change; (b) your use, operation or combination of the Service with a program, data, equipment or documentation not recommended or provided by us, if such infringement would have been avoided but for such use; or (c) your use of the Service in a manner beyond the scope of the Service if such infringement would have been avoided but for such use. The foregoing constitutes our entire liability and your sole and exclusive remedy with respect to any third-party claims of infringement of such intellectual property rights.

WE ARE NOT LIABLE AND, AS SUCH, EXPRESSLY DISCLAIM ANY AND ALL LIABILITY, FOR ANY LOSSES ARISING FROM THE USE (REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED OR UNAUTHORIZED) OF YOUR SECURITY ITEMS, INCLUDING, WITHOUT LIMITATION, ANY LOSSES ARISING FROM THE THEFT OR COMPROMISE OF A SECURITY ITEM AND/OR A THIRD PARTY'S DUPLICATION AND/OR USE OF A SECURITY ITEM.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF CNB AND ITS AFFILIATES AND LICENSORS, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "CNB PARTIES") TO YOU ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ITS IMPLEMENTATION EXCEED THE GREATER OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO US HEREUNDER OR FIVE HUNDRED UNITED STATES DOLLARS (U.S. \$500).

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE CNB PARTIES BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGE, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS, USE AND/OR MISUSE OF DATA, ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE A SERVICE, WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF

SUCH DAMAGE. We shall be liable to you only for Losses that result from our failure to exercise ordinary care or to act in good faith in providing the Service to you.

Except for any and all Losses arising exclusively from our failure to exercise ordinary care or to act in good faith in providing the Service to you, and except to the extent prohibited by applicable law, you agree to defend, indemnify and hold harmless CNB Parties from and against any and all Losses arising out of and/or relating to your use of the Service.

We have established security procedures to be followed in connection with online services and mobile services using the Internet ("Security Procedures") for the purpose of verifying that a payment order or other instruction is from you. You understand and agree that the Security Procedures are chosen by you and are intended to determine whether (1) access to the online service or mobile service is by authorized persons, and (2) any instructions or other transmissions received by CNB through the Internet ("Instructions") are authorized, but that the Security Procedures are not (unless otherwise specified in writing) intended to detect any errors in the content or transmission of such Instructions. You shall promptly notify us of any suspected breach of security of the Online Banking or Mobile Banking Services (whether or not involving Bank employees) of which you have knowledge. We will distribute passwords, verification codes or other Security Items, which are a part of and included in the Security Procedures, directly to you. You agree to be bound irrevocably by any instructions received by us through the online service or mobile service using the Internet ("Instructions") and accepted and authenticated by us in compliance with the Security Procedures, whether or not authorized. When you use an online service or mobile service, you acknowledge that you have been advised of the various Security Procedures employed by us, that you understand and agree to them, and that the Instructions you issue to us by means of the Internet under this Agreement will employ the Security Procedures. You agree that the Security Procedure used by you is a commercially reasonable method of providing security against unauthorized payment orders. We reserve the right to change the Security Procedures upon reasonable written notice to you, provided that we may change the Security Procedures immediately without prior notice if we determine that such action is necessary to address a security risk, in which case we shall notify you of the change as soon as is practicable after the change. Any change to the Security Procedures undertaken or proposed by us shall not reduce or impair the level of security provided for the Online Banking or Mobile Banking Services.

This provision will survive the termination of the Service and this Agreement.

As a condition precedent to our liability hereunder, you must immediately notify us in writing of any alleged failure to

exercise care or breach of a duty to you arising under this Agreement but in no event later than ten (10) Business Days following the day on which such alleged failure or breach was or could reasonably have been discovered by you.

AMENDMENT

We may amend these terms and conditions from time to time. As used herein the term "amend" includes the addition or deletion of terms and conditions. Notice of amendment will be in writing. Unless otherwise required by law or our agreement with you, notice of amendment may be provided by posting notice of the amendment in our branches for a reasonable period of time, enclosing the notice with the periodic statement for your account, mailing notice to you at the address given in our records, posting the notice on our website, *cnb.com*, or otherwise making it available to you. You agree that your use of a Service following our providing you notice as stated above means that you accept and agree to be bound by all of the terms and conditions of the amended terms and conditions of this Agreement. Do not use a Service if you do not accept and agree to be bound by all of the terms and conditions of this Agreement as amended.

TERMINATION

Either you or we may terminate a Service and its associated agreement at any time, with or without cause, upon reasonable notice to the other party. We may stop providing a Service and terminate our agreement to do so at once if: (a) we determine that you are in material breach of any term or condition stated herein; (b) if you or we close a DA required to be maintained to enable us to perform a Service; (c) the confidentiality of a Security Item or the security instructions is compromised; (d) we have reason to believe that an unauthorized transaction has taken or may take place involving your DA or a Service; (e) there is a material adverse change in your financial condition which, in our opinion, may affect your ability to perform one or more of your obligations under this Agreement; (f) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (g) we are uncertain as to any person's authority to give us instruction regarding your DA or a Service; or (h) your DA or a Service becomes inactive as determined by us.

DISPUTES

Any dispute arising out of or relating to a Service which you and we are unable to resolve informally shall be submitted for resolution in accordance with the terms of the City National Bank Standard Dispute Resolution Clause for Treasury Management, a copy of which is incorporated herein. BY THIS AGREEMENT YOU AND WE WAIVE THE CONSTITUTIONAL RIGHT TO A JURY TRIAL TO RESOLVE CERTAIN DISPUTES ARISING UNDER

THE AGREEMENT TO THE EXTENT PERMITTED BY LAW.

AUTHORIZATIONS

You and each signer of an agreement or document on your behalf represents and warrants to us that (a) the signers of an agreement for a Service and the signers of all related documents have the power and authority to execute and deliver the agreement and the related documents on your behalf and, when executed, the agreement and related documents are binding upon you; (b) you have obtained all necessary authorizations from each person or entity owning or holding a deposit account set up on a Service to conduct each transaction which is provided by the Service, including, but not limited to, authorizations to debit the account for a transaction originated by use of the Service; and (c) you have the authority to give to us these representations and warranties.

NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective upon receipt. Notices may be sent to your place of business as determined from our records. Notices to us should be sent to us by using the return address printed on the Authorization and Agreement page.

MISCELLANEOUS

You shall not use a Service or initiate a funds transfer or other payment in violation of any State or Federal law or regulation.

These terms and conditions and the agreements incorporated herein contain the entire agreement between you and us with respect to the matters covered. No other agreement, statement or promise made by either you or us or by any employee, officer, or agent of either you or us that is not in writing and signed by both you and us is binding, except that we may amend these terms and conditions upon prior written notice to you.

These terms and conditions inure to the benefit of and are binding upon you and us and each party's successors and assigns. No assignment may be made by you without our prior written consent. Nothing in these terms and conditions restricts our right to effect an assignment by merger, reorganization, sale of corporate assets or other corporate change.

If there is conflict between any provision or part thereof in this Agreement and applicable federal or state law, or a provision or party thereof is held to be invalid, illegal, void or unenforceable, then this Agreement shall be deemed modified to the extent necessary to comply with applicable

law and the remaining provisions, or other parts or applications of such provision, in this Agreement shall not be affected.

We reserve the right to waive the enforcement of any of the terms and conditions of this Agreement with respect to any transaction or series of transactions. Any such waiver shall not affect our right to enforce any of our rights with respect to other clients or to enforce any of our rights with respect to later transactions with you and shall not be deemed to modify the terms and conditions of this Agreement.

SERVICE DESCRIPTIONS AND ADDITIONAL TERMS AND CONDITIONS

Account Reconciliation

Our Account Reconciliation Processing ("ARP") Services enable you to monitor, track and reconcile activity in your designated DA. Our ARP Services features the following Service options: Full ARP, Partial ARP, Deposit Reporting, and eCityRec. Our eCityRec Service allows you to include your investment account balances.

Full ARP

You designate a DA for this Service and select a regular accounting cycle cutoff for the DA. On or before the Business Day that you issue checks against your designated DA, and in accordance with the deadlines and specifications outlined in the User Documentation for this Service, you provide us with the issue date, check number and amount of each check that you issue ("Issue Input"). Your Issue Input is electronically matched with the paid check activity in your designated DA. Issues Input may be provided to us through our Treasury Net Service or by SFTP. See Internet-Based Business Service description for further details.

At the end of the accounting cycle you have selected, we provide you with a Statement of Activity and a variety of accounting reports ("Reports") detailing your account activity during that accounting cycle. These Reports are further detailed in the User Documentation for this Service.

Partial ARP

You designate a DA for this Service and select a regular accounting cycle cutoff for the account. At the end of the accounting cycle you have selected, we provide you with a Statement of Activity and a variety of Reports detailing your account activity during that accounting cycle. These Reports are further detailed in the User Documentation for this Service.

Deposit Reporting

You designate a DA for this Service and select a regular accounting cycle cutoff for the account. Through the use of Magnetic Ink Character Recognition ("MICR") printing on your deposit slips, you assign a unique number in the serial

field of your deposit slips for each of your depositing locations. At the end of the accounting cycle you have selected, we provide you with a Statement of Activity and a variety of Reports that track your deposit activity. These Reports are further detailed in the User Documentation for this Service.

eCityRec

This Service works in conjunction with certain third-party accounting systems and/or software that are approved by CNB. You designate multiple DAs and/or investment accounts for which you are an authorized signer and/or agent. We compile the account activity for these designated accounts and provide it to you or your agent via the Internet to enable you to reconcile your designated accounts.

Automated Clearing House

Our Automated Clearing House ("ACH") Origination Services enable your company to transfer funds from your designated DA to a third-party account (a "Credit Entry") or transfer funds from the account of a third party to your designated DA (a "Debit Entry"). A Credit Entry and a Debit Entry are hereinafter referred to collectively as "Entries" and individually as an "Entry" and each Entry is an ACH funds transfer. Entries must be processed through your DA. The "third party" in each case is hereinafter referred to as "Receiver." You may also create an addendum to be sent with the Entries with information pertaining to the ACH funds transfer. Accounts used for offset and chargebacks of Entries must be domiciled at CNB.

Your use of ACH Origination Services is subject to credit qualification.

Our ACH Origination Services provide different means for the creation and transmission of ACH Files which we use to create Entries. You may create and transmit ACH Files through one of our Internet-Based Business Services. You may create preformatted ACH Files through your own software and deliver the ACH Files to us by uploading ACH Files into one of our Internet-Based Business Services or by transmitting over the Internet by SFTP. Your designated vendor may create Entries for payments from the payment information provided to the vendor by you, and the vendor may transmit these Entries on your behalf to us for processing through the ACH network.

Initiation and transmission of Entries, whether or not sent through the ACH network, are governed by NACHA Rules and Division 11 of the Uniform Commercial Code governing your DA, as changed from time to time. You act as Originator and we act as the Originating Depository Financial Institution ("ODFI") with respect to Entries. Unless otherwise defined, capitalized terms used in the User Documentation for these Services have the meanings

provided in the NACHA Rules. You agree to be bound by the NACHA Rules.

If you are providing Services for an Originator as a Third Party Processor you are bound by the requirements of the NACHA Rules. As a Third Party Processor, you are responsible to enter into agreements binding the Originator to the NACHA Rules. If you do not provide settlement services to your Originator, you are warranting that you have obtained authorization from your Originator authorizing CNB to settle ACH offsetting and chargeback entries to the Originator's account.

We may process your Entries either directly or through any mechanism we select. With respect to each Entry, you represent and warrant that, on its Effective Entry Date, on the origination date, and on the date we credit or debit your CNB DA, you have obtained appropriate authorization from each Receiver and the Entry conforms to the authorization requirements of the NACHA Rules for the payment type you are originating, and all consumer payments comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and its Regulation E, as applicable. You also represent and warrant that you will not originate Entries in violation of the laws of the United States. For each Entry initiated you represent and warrant that you are in compliance with all applicable Originator obligations and ODFI warranties as they relate to your actions as an Originator, as defined in the NACHA Operating Rules. You agree to indemnify us for any loss, liability, cost or expense we suffer or incur as a result of any breach by you of these representations and warranties, including, but not limited to liability for fines assessed under the National System of Fines for NACHA Rules violations.

Once approved for ACH services, you may originate CCD, CTX or PPD Entries. Other payments types, including all check conversion, Telephone or Internet Entries must be separately approved by CNB, and a separate credit qualification will be required.

If you are originating Internet Entries, you will conduct the annual security audit as required by the NACHA Rules at your expense and provide a certification letter annually of your compliance with this requirement. The offering and continuance of our providing Internet initiated ACH Entries processing is dependent upon the receipt of a successful annual audit.

If you originate International ACH Entries requiring currency exchange, you assume all responsibility for risk due to foreign exchange conversions. You agree to immediately settle any and all international returns for the U.S. Dollar amount as presented to CNB. International ACH Origination requires credit qualification, and credit prefunding is not permitted for these Entries. International ACH Entries are subject to

required regulatory screening, and may be delayed due to this process.

We generally debit your account for a Credit Entry (including Debit Entry reversals) on the Settlement Date, unless you are prefunding your Credit Entries. Prefunding your Credit Entry means that you pay for each Credit Entry by such time before the Settlement Date as we may require. We reserve the right at any time, without notice, to require payment before we process any Credit Entry. We may, at our discretion, provide you with provisional credit for a Debit Entry credited to your account or we may hold such funds in your account pending verification of final payment.

If we reject an Entry you submit, we will attempt to notify you promptly on or before its scheduled Settlement Date, but we shall have no liability to you for any such rejection or for any loss resulting from failure to provide any such notice. If we receive an ACH File after our processing deadline, we will not be responsible for failure to meet the deadlines of the ACH distribution network for processing and transmitting Entries. At your request we will make reasonable efforts to reverse or delete any Entry in accordance with NACHA Rules, but we will have no responsibility for the failure of any other person or entity to honor your request.

Returned Entries will be processed and charged back to your designated DA. Returned Entry reports will be made available on or after the date of settlement of the chargeback. It is your responsibility to fund your DA to cover any Debit Entry returns processed. An excessive rate of unauthorized returns, as defined by the NACHA Rules or as we shall determine, may result in suspension or termination of your ACH Origination Service.

You may terminate ACH Origination Services by notifying us in writing of your intention to discontinue services and indicating the date on which the last origination items will be initiated by you. Entries received and in process as of the termination date will be processed through the ACH network and offset settlement will be applied to your designated DA. You agree to maintain and appropriately fund your designated offset DA for all transactions in process as of the date of termination. Returns will continue to be received for originated Entries for up to sixty (60) days following the settlement date of your last originated transaction for transactions subject to Regulation E return provisions. You agree to maintain and fund your designated chargeback DA until expiration of the return timeframe.

ACH Fraud Protection Service – ACH Filters with ACH Positive Pay and ACH Blocks

The ACH Fraud Protection Service consists of two offerings, ACH Filters with ACH Positive Pay and ACH Blocks. These offerings permit you to define which ACH Entries will or will not post to your account and apply to all incoming ACH

Entries to your account. ACH Items received prior to the setup of an ACH Block or ACH Filter may be paid in accordance with the NACHA Rules.

ACH Filters with ACH Positive Pay allow you to define which ACH Debit or Credit Entries are authorized, and to view and decision any entries that are not pre-authorized through the ACH Positive Pay application. To use the ACH Positive Pay application, you will define whether you want to filter only ACH Debit Entries, or both ACH Debit and Credit Entries. You will also provide a default decision of either Pay or Return for non-pre-authorized entries for which you do not enter a decision in the ACH Positive Pay application. In addition, you may choose to pre-authorize ACH Entries by defining the Standard Entry Class code and ACH Originator ID for each authorized transaction.

ACH Positive Pay items are available each Business Day for any non-pre-authorized items. Authorized users may view and decision ACH Entries for which they are entitled. If so entitled, a user may request that a filter be added for future transactions from the same originator. These future transactions will be considered authorized ACH Entries. Any ACH Entry not decided by the daily cut-off time will be processed with the default decision provided by you. ACH Blocks allow you to define which ACH Entries will not post to your account. An ACH Block may be set for all ACH Entries, Debit or Credit Entries, a specific type of entry (Standard Entry Class), a particular ACH Originator (Company), or a specific ACH Item. By establishing a Block Order, you authorize the automatic return of ACH items that meet the criteria of the ACH Block Order without notice to you. ACH Positive Pay is not available with ACH Blocks.

ACH Block Orders and ACH Filter Authorizations do not expire, with the exception of Specific Item blocks which expire in six (6) months unless extended. ACH Filter Authorizations override any ACH Block orders on an account.

You acknowledge that your failure to use our ACH Fraud Protection Services could substantially increase the likelihood of undetected fraudulent activity on your account and that it is neither manifestly unreasonable nor unreasonable under the circumstances for us to require you to use our ACH Fraud Protection Services upon request. You agree that if you fail to implement an ACH Fraud Protection Service following our request that you do so, you will be precluded from asserting any claim against us for paying an unauthorized, altered, counterfeit or other fraudulent item that the ACH Fraud Protection Service was designed to detect or deter, and we will not be required to re-credit your account or otherwise be liable to you for paying such item.

Business Bill Pay

With our Business Bill Pay Service, you initiate bill payments online electronically (as described in the User Documentation) to creditors who have been set up as payees on the system. The payments initiated may be one-time payments scheduled for the current day, one-time payments scheduled for a future date, or recurring payments scheduled for a specified period into the future. The payment will be made out of the DA that you select at the time that the payment is initiated.

Each payment you initiate will have a "Deliver By" date, which represents the date by which the payee will receive the payment. Upon payment initiation, the Business Bill Pay Service will default to the earliest Deliver By date for each payee, which will fall between two (2) and four (4) Business Days from the date that you initiate the payment. Additionally, you can submit an "Expedited Payment," which will allow a Delivery By date of either the current or next Business Day. Expedited payments will result in an additional fee. You understand and agree that you must select a Deliver By date that is absolutely no later than the payment due date provided to you by your payee. If the actual due date falls on a non-Business Day, you must select a Deliver By date that is at least one (1) Business Day before the actual due date.

Cash Vault

Our Cash Vault Services are designed to provide your business with efficient cash processing services by having your coin and currency deposits and orders processed directly through our cash vault or other designated site ("Cash Vault") by your armored carrier service provider acting as your agent ("Agent"). Your Agent must be approved and authorized by us.

You may (a) deliver shipments of checks, cash and other items (each a "Deposit Shipment") in deposit bags ("Deposit Bags") to the Cash Vault via your Agent, or (b) request in writing or by telephone or fax ("Cash Request") that we make available to your Agent at Cash Vault and in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags ("Cash Bags") with a packing slip bearing the amount of the Cash Shipment.

You agree to follow our procedures for preparing, packaging and delivering deposits. If a Deposit Shipment is received at Cash Vault on a Business Day before our established cut-off time, the aggregate amount of the deposits in such Deposit Shipment will be provisionally credited on that Business Day to your DA, as specified on the deposit slip for that Deposit Shipment. If a Deposit Shipment is received at Cash Vault on a Business Day after the "cut-off time," the aggregate amount of the deposits in that Deposit Shipment will be provisionally credited on the next succeeding Business Day to your DA, as specified on the deposit slip for that Deposit Shipment.

Deposits are subject to verification. We will not deposit any checks, cash or other items received in any Deposit Shipment unless the account number of the DA into which the deposit is to be made is specified on the deposit slip for that Deposit Shipment.

We may accept a Deposit Shipment from, and deliver a Cash Shipment to, any person we reasonably believe to be your Agent. We will have no responsibility for any Deposit Bag or its contents delivered to the Cash Vault or otherwise delivered to us until such Deposit Bag is accepted by us in accordance with the User Documentation for this Service and the contents are verified by us. We will have no responsibility for any Cash Bag or its contents after the Cash Bag is delivered to your Agent or a person we believed to be your Agent.

If the aggregate amount of the checks, cash and other items in any Deposit Shipment, as verified by us, is less than that reported on the deposit slip covering that Deposit Shipment, we will debit the DA specified on such deposit slip by such difference and report such difference to you. If that DA has an insufficient balance for such debit, we may debit any other accounts of yours with us for such difference. If we are unable to recover the entire amount of the difference from your accounts, you agree to reimburse us for such difference (or any portion thereof) upon demand. If the aggregate amount of the checks, cash and other items in any Deposit Shipment, as verified by us, is more than that reported on the deposit slip covering such Deposit Shipment, we will credit the DA specified on such deposit slip for such difference and notify you of such difference. At our discretion, we may elect not to make nominal adjustments to your accounts to correct errors that either understate or overstate the amount of the deposit. With respect to any Cash Shipment made available to your Agent, you should notify us immediately in accordance with the Cash Vault User Documentation of any difference between the amount specified on the packing slip for that Cash Shipment and the amount, as verified by you, of the Cash Shipment. In the event that such difference cannot be resolved, our count of the amount of the disputed Cash Shipment will be conclusive and binding on you.

On the Business Day prior to the specified delivery date of the Cash Shipment, we will debit your designated DA for the aggregate amount of the Cash Shipment and report such debit on the packing slip for such Cash Shipment. We are authorized to act upon any Cash Request we receive in accordance with the User Documentation for this Service. We have no obligation to verify, and will not be liable for our failure to verify or investigate, any Cash Request, and we will not incur any liability with respect to any action we take in reliance upon any Cash Request that we believe to be authentic. We have no obligation to release a requested Cash Shipment or any portion thereof to your Agent unless there are sufficient collected funds in the appropriate DA at the

time the Cash Shipment is to be made available to your Agent to fully cover the amount of such Cash Shipment. You will hold Cash Shipments in the custody of two (2) or more employees until the contents are verified. Contents must be verified by strap on the day of receipt and by piece count within two (2) Business Days of receipt. Discrepancies must be reported to us in accordance with our procedures.

We provide an automated change order system that enables you to order currency and coin by telephone. A daily cash order limit may be specified, and you agree that you will not exceed that limit without our prior written consent. To access the system, use of Security Items, including a client ID and PIN, also known as the Cash Vault "User Number," are required for security purposes. If your User Number is used to access the system we shall not be liable if the order was not authorized by you. You authorize us to act upon the request for coin and currency made in accordance with our security procedures. You will identify each company location and personnel authorized to place coin and currency orders with us.

You agree to notify us in writing of any change to your Agent. We may refuse to accept or release coin and currency without such notice.

CityTaxSM

CityTax enables you to transfer funds from your designated DA via touch-tone telephone or the Internet to pay your federal payroll taxes to the Internal Revenue Service ("IRS") and to pay certain other federal, state or other taxes listed in the User Documentation for this Service.

The transactions ("Tax Payments") initiated by you through this Service are processed via Electronic Funds Transfer ("EFT"). When you make a Tax Payment, you allow us to originate an ACH Debit Entry to your designated DA in the amount of the Tax Payment.

For Federal Tax Payments, we originate an ACH Debit Entry to your designated DA for credit to an impound account maintained by us. The Electronic Federal Tax Processing System ("EFTPS") then initiates a debit entry to our designated bank impound account for the amount of your taxes. If our ACH Debit Entry to your DA for your Federal taxes is returned for any reason, the ACH Debit Entry from the taxing authority to the impound account may be returned.

For State and Local taxes, an ACH Credit Entry is used and will originate an ACH Credit Entry to the account of the governmental agency or entity owed the tax.

All Tax Payments must be made in accordance with the User Documentation for this Service and the NACHA Rules.

Your use of this Service may be subject to credit qualification.

In performing the CityTax Service, we are acting as your authorized reporting agent. You must provide us with all

information, authorizations and agencies requested by us to perform the Service, and you must do so in accordance with the deadlines and specifications listed from time to time in the User Documentation for this Service.

Providing Tax Payment instructions to us is your responsibility and is at your expense and risk. We will provide a toll-free telephone number or Internet web address to enable you to submit your instructions to us via touch-tone telephone or Internet. If telephone service or Internet access is interrupted for any reason you must provide your Tax Payment instructions to us or the tax authority to which the payment is due by other means.

Any Tax Payment initiated on any Business Day after the Processing Tax Payment Initiation Deadline we establish, or any time on a non-Business Day, will be deemed initiated on the following Business Day. Tax Payments must be initiated prior to the Processing Tax Payment Initiation Deadline as described in the User Documentation for this Service. If you initiate a Tax Payment after the Processing Tax Payment Initiation Deadline, we shall have no liability for any penalty imposed by any taxing authority. Our record of your Tax Payment instructions shall be deemed correct and complete.

We have no obligation whatsoever to verify, and will have no liability for failing to investigate or verify, any instruction for a Tax Payment that is made in accordance with the User Documentation and Security Procedures for this Service.

Client Accounting Software and Bank Systems Integration

We offer the ability for you to integrate your Accounting, General Ledger, Enterprise Resource Planning ("ERP"), Client Resource Management ("CRM") and other systems and to connect them to various City National interfaces (we call this ability our, "Integration Services") and you may use to enhance and expedite your payables and receivables process.

Our Integration Services are provided using certain security procedures, designed to confirm that the banking transactions instructions transmitted to us by you are authentic. These security procedures may include, but are not limited to, site identification, third-party accounting software client identification, account identification, transaction thresholds by dollar amount established by you (or, if you do not establish a dollar amount, a default transaction dollar amount threshold established by us), when, if a transaction dollar amount exceeds the dollar threshold, certain Security Items are required to confirm and release the transaction. The security procedures applicable to transactions below the threshold amount will be explained to you prior to implementation of the Integration Services and you understand and agree that banking transactions initiated by

you and authenticated using the security procedures are authorized.

You understand that persons authorized by your accounting system's system administrator or any User Administrator may conduct transactions directly through use of the Integration Services when the transaction is below the established threshold dollar amount and you agree that all such transactions are authorized. You may limit your risk by lowering the established threshold amount which may slow transaction processing. If the transaction instruction is at or above the threshold amount you establish, we shall be entitled to rely upon it if the transaction is confirmed by use of Security Items in the manner determined between you and us.

Any transaction instruction or confirmation received by us shall be deemed authorized and you shall be responsible for the transaction when the security procedures are used to originate it. You shall notify us at once if any user is no longer authorized to give transaction instructions or confirmations and we shall not be liable or responsible to you until we receive written notice that the user is no longer authorized and we have had time to act on the notice.

You are responsible to maintain the security of the user identification and passwords of all persons authorized to access the designated accounts through Integration Services.

You are responsible to maintain the security of your equipment and to regularly update the current version of your software to maintain at least the level of security we require. You are required to maintain commercially reasonable internal controls, including, but not limited to, segregation of duties, to protect your business. We shall not be liable to you for any loss arising by reason of your failure to maintain your software or your internal controls.

You are responsible for the accuracy of the data transmitted to us using Integration Services. You understand when using Integration Services to initiate payment orders, you must identify the account number that will receive the funds from the order, each beneficiary of the order and each beneficiary's bank. We, any intermediary bank and the beneficiary bank may process a payment order solely on the basis of the account number even if that number does not correspond to the named beneficiary or the beneficiary's bank.

You are responsible to maintain good and sufficient collected funds in or available credit on each account from which you instruct us to transfer money and we are not obligated to process a payment order or other instruction if you do not have sufficient collected funds on deposit in or available credit on the account at the time the payment order or instruction is received.

You understand that while we determine the third-party accounting systems and software compatible with the

Integration Services, we are not responsible for these systems or software or computer hardware you choose.

We will not be liable or responsible to you for any errors or loss or unauthorized access to your accounts attributable to the third-party accounting system or software or computer hardware to the extent that the error or loss or unauthorized access is not directly attributable to the Service.

City National Book2BankSM

Our Book2Bank Service provides you access to your designated accounts at City National through an online application that is compatible with your accounting software and allows you to directly conduct banking transactions using your computer. The specific banking transactions available through Book2Bank are more fully described in the User Documentation. Book2Bank works in conjunction with third-party accounting systems or software determined compatible by us.

City National EASI Link[®]

Our EASI Link Service provides you access to your designated accounts at City National using an exclusive City National developed interface as a single point of entry through which you may directly conduct banking transactions using your computer and your compatible third-party accounting system provider or software. The specific banking transactions available through EASI Link are more fully described in the User Documentation. EASI Link works in conjunction with third-party accounting systems or software determined compatible by us. You select your third-party accounting system or software provider.

EASI Link Deposit Direct Send

Our EASI Link Deposit Direct Send Service ("DDS Service") enables you, the user, to convert original paper checks that are drawn on or payable through United States financial institutions into digitized images ("Images") and to electronically transmit the Images to us for deposit into one or more designated DAs with us for collection thereafter by us. We may also convert an Image into a Substitute Check as defined by law. Images transmitted to us electronically for deposit are not deemed received until we accept the transmittal at our banking location. You may only use the DDS Service for the purpose of transmitting to us at our designated location the Images you intend to be deposited into your designated checking accounts with us.

Except in the case of our gross negligence or willful misconduct, we shall not be liable for any indirect, incidental, punitive, consequential, special or exemplary damages of any kind or nature whatsoever, including without limitation, lost profits, loss of business, loss of revenues, loss of data or interruption or corruption of data, even if we are advised of the possibility of such damages arising by reason of or in any way related to the DDS Service and your use of it.

Except in the case of our gross negligence or willful misconduct and our obligation for indemnification as stated herein, in no event shall our maximum aggregate liability related to or in connection with this agreement exceed the lesser of your actual direct damage or \$500.

Except as stated above, we disclaim all other warranties, express or implied, respecting the DDS Service, including, but not limited to, the implied warranties of merchantability or fitness for particular purpose and those arising from a course of performance, a course of dealing or trade usage.

You understand that we do not warrant that the operation of the DDS Service will be uninterrupted or error free, or that all deficiencies or errors can or will be corrected.

When we review and process your file, we may reject any Image that we in our sole discretion determine to be ineligible for the DDS Service (each such rejected Image is an "Exception Item"), including, without limitation, Images of checks drawn on banks located outside the United States, Images that are illegible, electronic images of checks previously converted to Substitute Checks, and Images with unreadable MICR information. We are not obligated to accept for deposit any Image we determine to be an Exception Item. We will attempt to notify you promptly of any Exception Item. You agree we need take no further action respecting any Exception Item and you will not attempt to retransmit for deposit an Image of a check previously determined by us to be an Exception Item without our prior consent. You agree that when an Image is determined to be an Exception Item, thereafter you may only deposit to your account the original paper check on which the Exception Item was based. You acknowledge and agree that even if we do not identify an Image as an Exception Item, the Substitute Check or purported Substitute Check created by us from the Image you transmit may nevertheless be returned to us because, among other reasons, the Substitute Check or purported Substitute Check is deemed illegible by the bank upon which it is drawn or any intermediate collecting bank. Our failure to identify an Image you transmit to us as an Exception Item shall not preclude or limit your obligations stated below. You represent and warrant to us that:

1. You shall use the DDS Service only for paper checks payable or endorsed to you, drawn on a financial institution in the United States in U.S. Dollars and intended for deposit by you to your account with us.
2. You shall destroy the original paper checks from which you create an Image transmitted electronically to and received and accepted by us for deposit to your account using our DDS Service in accordance with instructions from us. You shall maintain control over and responsibility for retention and destruction of any such original paper check.

3. You shall not transmit to us or to any other person or entity for deposit or credit any Image of an original paper check you have previously transmitted electronically to us for deposit into your account with us which we accepted for deposit or which you previously transmitted to and accepted by any other person or entity for deposit.
4. You shall not deposit to any account of yours with us or any other deposit taking institution or otherwise negotiate or transfer to anyone any original paper check from which you create and transmit to us an Image for deposit, unless following receipt of the transmission we notify you that the Image is an Exception Item not accepted for deposit or that the Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
5. You shall transmit to us only Images that are suitable for processing, including, but not limited to, Images that are legible and contain machine-readable MICR data.

You shall indemnify, defend, and hold harmless us, including our parent company, and affiliates and each of our respective directors, officers, employees, agents, and vendors (collectively "Indemnitees"), from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:

1. Any negligent or intentional act or omission by you in the performance of your obligations under this DDS Service or this Agreement;
2. Any material breach in a representation, warranty, covenant, or obligation of yours contained in this Agreement;
3. The violation of any applicable law, statute, or regulation in the performance of your obligations under our DDS Service, this Agreement;
4. Our acting as a "reconverting bank" through the creation of Substitute Checks or purported Substitute Checks using an Image or file of Images or an illegible Image transmitted to us by you;
5. Our action as a presenting or collecting bank to the bank on which a check is drawn or to any intermediate collecting bank of an electronic file containing the Image of a check you create hereunder for deposit into your account with us provided we shall have exercised reasonable care in so acting; and
6. Your failure to fully destroy an original paper check the Image of which is deposited through our DDS Service in accordance our instructions. Losses and liabilities arising from the failure to destroy any such original

paper check shall include, without limitation, consequential damages.

The indemnity obligations stated in 1 through 6 above shall survive termination of the DDS Service and this Agreement.

Bill Pay Services

With any of the Bill Pay Services, you may pay almost any person or merchant with an address in the United States. While payments to most payees can be made using the Bill Pay Service, we reserve the right to refuse to make payments to certain payees. We recommend that you do not use any of the Bill Pay Services to pay insurance, alimony, child support, tax and other court-directed or government payments, fines or penalties.

Book2Bank Bill Pay

Each payment you initiate will have a "Send On" date, which represents the business date by which you want to initiate the payment. Upon payment initiation, the Book2Bank Bill Pay Service will process the payment on the "Send On" date if possible or the next Business Day.

QuickBooks Direct Connect Bill Pay

Each payment you initiate will have a "Send On" date, which represents the business date by which you want to initiate the payment. Upon payment initiation, the QuickBooks Direct Connect Bill Pay Service will process the payment on the "Send On" date if possible or the next Business Day.

EASI Link® Bill Pay

Each payment you initiate will have a "Send On" date, which represents the business date by which you want to initiate the payment. Upon payment initiation, the EASI Link Bill Pay Service will process the payment on the "Send On" date if possible or the next Business Day.

EASI Link SWIFT Services

Our EASI Link service for corporate clients provides users the ability to exchange messages with CNB using the agreed SWIFT messaging service format. We will accept and send single or multiple transaction messages using the SWIFT standard format. We will provide you with format specifications and field rules. We will act as the executing bank subject to your release standards. Not all fields or options listed, although provided by SWIFT standards, may be processed or supported by us and may cause rejection of transactions or messages. We shall not be responsible or liable to you in the event of the rejection of transactions or messages.

You must have SWIFT credentials.

You shall prepare messages in accordance with the SWIFT User Handbooks and the rules and guidelines agreed to in the SWIFT for Corporates – MT Implementation Guide. You understand and agree to the requirements of SWIFT respecting the preparation of messages. We shall not be

responsible or liable to you for messages not prepared by you in accordance with the requirements of SWIFT.

City National Bank is a member of SWIFT and will send messages originated by you using the format prepared by you and delivered to us through EASI Link. Unless otherwise agreed in writing, following release of the transfer by you in accordance with the procedures established with us, we will originate the transfer. We shall not be liable or responsible for errors in the messages originated by you through EASI Link and have no duty to identify or correct an error. Your release of a transaction through EASI Link shall be deemed authorization to proceed.

Controlled Disbursement

Our Controlled Disbursement Service provides you with pre-notification of checks that post to your account each Business Day. This Service requires that you establish a designated DA with us as your "Funding Account" and a related disbursement account ("Controlled Disbursement Account") at another bank, the "Disbursement Bank" ("DB"), designated by us. This Service also requires you to use the DB's Positive Pay Service. You establish the Controlled Disbursement Account at the DB, subject to the DB's terms and conditions.

You use your Controlled Disbursement Account at the DB to issue checks, and the DB acts as the paying bank for such checks. Checks issued for payment against your Controlled Disbursement Account must include language as described in the User Documentation. Both bank names must appear in the same size characters. When these checks are presented to the DB for payment each Business Day (as defined by the DB and/or us), the DB provides you with early morning notification, either directly or through us, of the total amount of the checks that have been presented to the DB for payment that Business Day.

Prior to issuance of any checks and upon each reorder of check stock you shall comply with the check stock quality test procedures specified by the DB. Failure to comply or use of check stock which has failed the test may subject you to reject handling and/or manual processing fees. You shall also be responsible to safeguard the security of blank checks and to promptly notify us and/or the DB if an issued check or any blank check stock is lost or stolen. If blank check stock is lost or stolen you shall place a stop or a range-stop on such compromised check stock and/or close the relevant account.

As you issue checks, you shall create an issue file with the issue date, serial number and dollar amount of each check. The payee name is included on the file when using the added protection of the "Payee Verify" feature. You shall transmit the issue file to the DB no later than the DB's deadline on the day on which any check is released by you for delivery.

Each Business Day, the DB may (a) debit our master account with them and credit your Controlled Disbursement Account for that amount to fund the checks and adjustments posting to your Controlled Disbursement Account that Business Day. We will then debit your Funding Account for that amount. Alternatively, we may (b) transfer directly to your Controlled Disbursement Account the amount necessary to cover the checks and adjustments posting to your Controlled Disbursement Account that Business Day and debit your Funding Account for that amount.

You must maintain in your Funding Account good, sufficient and collected funds to cover all checks presented for payment against your Controlled Disbursement Account and other charges associated with your use of the Service. If the amount of collected funds available in your Funding Account is not sufficient to pay all checks presented for payment against your Controlled Disbursement Account, the DB and/or we may return checks with the return reason of "Non-Sufficient Funds" and we may terminate provision of the Service to you, without notice to you. Neither the DB nor CNB will have any obligation to pay checks presented for payment against your Controlled Disbursement Account if such payment will result in an overdraft; however, you will repay to us and/or the DB any overdraft and associated service fees which we or the DB may incur in performing the Service or electing to make a disbursement which results in an overdraft. In the event you fail at any time to maintain sufficient collected funds in your Controlled Disbursement Account(s) and associated Funding Account(s), we may terminate this Service without notice to you.

Your Controlled Disbursement Account may be used only for disbursements by check and, if approved by us, for ACH Entries. No wire transfers, deposits or other transactions may be initiated into or out of your Controlled Disbursement Account.

You will follow the written stop payment procedures contained in the User Documentation for this Service provided to you by us and the DB from time to time. You acknowledge that the Service is not intended for use to pay obligations on a delayed basis. You expressly understand and agree that any stop payment order for any check written against any account maintained by you with the DB under the Service will be delivered to the DB, and that we will not maintain a record of such stop payment orders.

You will receive statements of all activity in your DB account(s). You will examine the statements promptly and will notify City National Bank in writing of any errors or discrepancies in the payment of any check, including but not limited to forged endorsements, maker's signatures, or alteration of amount, within ten (10) days from your receipt of the statement. You acknowledge that the Service requires your attention to the checks being issued and paid against the Controlled Disbursement Account. All checks paid against

the Controlled Disbursement Account will be deemed to have been properly paid for all purposes if we are not notified otherwise in writing within the time period stated. You hereby release and discharge us and the DB from any liability in connection with the payment of any check with respect to which the DB is not timely notified as stated above.

You acknowledge that your failure to use the DB's Positive Pay Service could substantially increase the likelihood of undetected fraudulent activity on your account and that it is neither manifestly unreasonable nor unreasonable under the circumstances for us to require you to use DB's Positive Pay Service upon request. You agree that if you fail to implement DB's Positive Pay Service following our request that you do so, you will be precluded from asserting any claim against DB or us for paying an unauthorized, altered, counterfeit or other fraudulent item that DB's Positive Pay Service was designed to detect or deter, and neither DB nor we will be required to re-credit your account or otherwise be liable to you for paying such item.

Deposit Courier

Our Deposit Courier Service enables your DA check-only deposits to be picked up by a courier and delivered directly to our designated site, expediting the crediting of your account. You will prepare, package and deliver the deposits in accordance with the procedures in the User Documentation for this Service. The courier you select is your agent but must be approved by us.

Couriers may deliver shipments only to our authorized site(s). We may refuse to accept any shipment that is not delivered in a properly sealed, undamaged shipment bag. We may refuse to accept any shipment that we deem, at our discretion, to be unauthorized or from an unauthorized source. You assume the risk of loss for shipments in transit with your courier. We assume no responsibility for shipments until we provide a receipt to the courier. Our receipt shall not be deemed a confirmation of any shipment contents. All deposits are accepted subject to verification by us. Unless otherwise agreed, you shall not include cash in any shipment. We are not responsible for cash found in a shipment unless actually received and verified by us. An additional fee may be charged if cash is found in a shipment. If we have a question about a deposit you make, we can refuse to process the deposit until our question is resolved. We reserve the right to adjust (debit or credit) your account if we determine that the amount declared on your deposit slip is wrong due to a computation error or other error. For nominal adjustments see the discussion under "Cash Vault."

We will provisionally credit your DA for the amount of the checks declared by you on the deposit slip as follows: (i) same day credit for deposits delivered to our authorized site before the established cut-off time on any Business Day; and (ii) next Business Day credit for deposits delivered on any Business

Day after the established cut-off time or on any non-Business Day. The frequency of courier transportation of deposits from the branches to the vault varies from branch to branch. As a result, there could be a delay in verifying your deposit, depending on which branch, if any, you use for submitting your deposit. All deposits are subject to verification. In most cases, adjustments to your account and notification to you will be made within three (3) Business Days. Deposited funds availability is subject to our availability schedule.

E-DepositSM

Our City National E-Deposit Service ("E-Deposit Service") enables you, the user, to convert original paper checks that are drawn on or payable through United States financial institutions into digitized images ("Images") and to electronically transmit the Images to us for deposit into one or more designated DAs with us for collection thereafter by us. Images transmitted to us electronically for deposit are not deemed received until we accept the transmittal at our banking location.

When you commence our E-Deposit Service, we automatically grant you a non-exclusive, non-transferable, non-sublicensable, limited site license to use the E-Deposit Software, as such E-Deposit Software may be upgraded or modified from time to time by us, together with copies of all documentation relating thereto which we shall provide to you, for use solely at such location and on such computer equipment of yours as we shall agree. Our agreement respecting the computer, scanning equipment, or mobile device you use shall mean only that the equipment is compatible with the specifications for the E-Deposit Software. We are not responsible or liable for the actual operation of your scanning equipment, computer equipment, or mobile device, which is between you and its manufacturer or supplier.

You may only use the E-Deposit Service for the purpose of transmitting to us at our designated location, the Images you intend to be deposited into your designated checking accounts with us. Nothing herein shall grant to you any proprietary right to the E-Deposit Software, the E-Deposit Service or the related documentation. You shall not copy or alter the E-Deposit Software or documentation in any way. You shall not reverse engineer, reverse compile or disassemble the object codes, source codes or algorithms of the E-Deposit Software, or encumber the E-Deposit Software or transfer the E-Deposit Software, or any of your rights, to any other party.

We shall indemnify and hold you harmless from any damage, loss, cost, expense or liability you may suffer or incur or which may be payable to a third party resulting from any claim or action brought by such third party against you alleging that the E-Deposit Software as installed on your computer equipment infringes upon any United States patent, copyright or trade secret of the third party, provided that you promptly advise of any such claim or action in writing and

allow us sole control over the defense or settlement of such action and reasonably assist us, at our expense, in such defense or settlement. We shall have no obligation to you respecting this indemnity if it would not have arisen but for your misuse or modification of the E-Deposit Software; your failure to use the corrections or modifications we provide to you without charge; or, your use of third-party software not approved by us for use with the E-Deposit Service.

Except in the case of our gross negligence or willful misconduct, we shall not be liable for any indirect, incidental, punitive, consequential, special or exemplary damages of any kind or nature whatsoever, including without limitation, lost profits, loss of business, loss of revenues, loss of data or interruption or corruption of data, even if we are advised of the possibility of such damages arising by reason of or in any way related to the E-Deposit Service and your use of it.

Except in the case of our gross negligence or willful misconduct and our obligation for indemnification as stated herein, in no event shall our maximum aggregate liability related to or in connection with this agreement exceed the lesser of your actual direct damage or \$500.

You also understand that we warrant that our E-Deposit Software as downloaded from the Internet by you is, at the time of download, free from any virus, malicious logic, worm, bug, error, defect or trap door, or similar disabling event that will adversely impact your computer and that it will materially conform to the description of its function and performance set forth in the written documentation we provide to you. However, our warranty will not apply in the event of equipment malfunction, use of the E-Deposit software on equipment not approved by us, your negligence, misuse or failure to follow instructions, or if you make any unauthorized changes or modifications to the E-Deposit Software or you do not permit us to upgrade or enhance or fix or repair the E-Deposit Software as recommended by us.

Except as stated above, we disclaim all other warranties, express or implied, respecting the E-Deposit Software, including, but not limited to, the implied warranties of merchantability or fitness for particular purpose and those arising from a course of performance, a course of dealing or trade usage.

You understand that we do not warrant that the operation of the E-Deposit Software or any equipment required to perform our E-Deposit Service will be uninterrupted or error free, or that all deficiencies or errors can or will be corrected.

When we review and process your file, we may reject any Image that we in our sole discretion determine to be ineligible for the E-Deposit Service (each such rejected Image is an "Exception Item"), including, without limitation, Images of checks drawn on banks located outside the United States, Images that are illegible, electronic images of checks previously converted to Substitute Checks, and Images with

unreadable MICR information. We are not obligated to accept for deposit any Image we determine to be an Exception Item. We will attempt to notify you promptly of any Exception Item. You agree we need take no further action respecting any Exception Item and you will not attempt to retransmit for deposit an Image of a check previously determined by us to be an Exception Item without our prior consent. You agree that when an Image is determined to be an Exception Item, thereafter you may only deposit to your account the original paper check on which the Exception Item was based. You acknowledge and agree that even if we do not identify an Image as an Exception Item, the Substitute Check or purported Substitute Check created by us from the Image you transmit may nevertheless be returned to us because, among other reasons, the Substitute Check or purported Substitute Check is deemed illegible by the bank upon which it is drawn or any intermediate collecting bank. Our failure to identify an Image you transmit to us as an Exception Item shall not preclude or limit your obligations stated below.

You represent and warrant to us that:

1. You shall use the E-Deposit Service only for original paper checks payable or endorsed to you, drawn on a financial institution in the United States in United States Dollars and intended for deposit by you to your account with us.
2. You shall dispose of original paper checks from which you create an Image transmitted electronically to and received and accepted by us for deposit to your account using our E-Deposit Service in accordance with instructions from us. You shall maintain control over and responsibility for retention and destruction of any such original paper check.
3. You shall not transmit to us or to any other person or entity for deposit or credit any Image of an original paper check you have previously transmitted electronically to us for deposit into your account with us which we accepted for deposit or which you previously transmitted to and accepted by any other person or entity for deposit.
4. You shall not deposit to any account of yours with us or any other deposit taking institution or otherwise negotiate or transfer to anyone any original paper check from which you create and transmit to us an Image for deposit, unless following receipt of the transmission we notify you that the Image is an Exception Item not accepted for deposit or that the Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
5. You shall transmit to us only Images that are suitable for processing, including, but not limited to, Images that are legible and contain machine-readable MICR data.

You shall indemnify, defend, and hold harmless us, including our parent company, and affiliates and each of our respective directors, officers, employees, agents, and vendors (collectively "Indemnitees"), from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:

1. Any negligent or intentional act or omission by you in the performance of your obligations under this E-Deposit Service or this Agreement;
2. Any material breach in a representation, warranty, covenant, or obligation of yours contained in this Agreement;
3. The violation of any applicable law, statute, or regulation in the performance of your obligations under our E-Deposit Service, this Agreement;
4. Our acting as a "reconverting bank" through the creation of Substitute Checks or purported Substitute Checks using an Image or file of Images or an illegible Image transmitted to us by you;
5. Our action as a presenting or collecting bank to the bank on which a check is drawn or to any intermediate collecting bank of an electronic file containing the Image of a check you create hereunder for deposit into your account with us provided we shall have exercised reasonable care in so acting; and
6. Your failure to dispose of an original paper check the Image of which is deposited through our E-Deposit Service in accordance our instructions. Losses and Liabilities arising from the failure to dispose of any such original paper check shall include, without limitation, consequential damages.

The indemnity obligations stated in 1 through 6 above shall survive termination of the E-Deposit Service and this Agreement.

Remote Deposit Capture Service International Restrictions

Services, such as E-Deposit, which provide the ability to make deposits to an account from a location other than at a branch of CNB, are called "remote deposit capture services."

Because of additional risks associated with remote deposit capture service transactions originating outside the United States, CNB reserves the right to refuse and to reject any such transaction in its sole discretion. Clients seeking to originate any such transaction shall obtain prior approval to do so which CNB may withhold in its sole discretion without further explanation. Clients shall cooperate fully with all of CNB's reasonable requests for further information related to

any such transaction individually or in the aggregate or to the client seeking prior approval of a transaction. Unacceptable transactions include, but are not limited to: monetary instruments with blank payees; unsigned monetary instruments; multiple consecutively numbered monetary instruments. Failure to obtain prior approval for any such transaction may subject the client to immediate account closure.

Use of Mobile Devices for E-Deposit

Mobile devices may be used to transmit original paper check images to us for deposit using a wireless device such as a cell phone, smartphone, personal digital assistant, or tablet by means of a downloadable application.

- To access E-Deposit from your mobile device, you must have or acquire and maintain a compatible handheld mobile device with the ability to capture images and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.
- You may capture and submit check Images for deposit to CNB within the dollar limits ("Deposit Limits") established for you by CNB. CNB reserves the right to limit the frequency and dollar amount of deposits submitted through your mobile device at any time. If you exceed the Deposit Limits established for you, CNB may in its sole discretion accept or refuse the Check Image deposit. If at any time CNB accepts a Check Image deposit that exceeds your Deposit Limits, CNB will have no obligation to do so in the future. CNB may at any time at its sole discretion raise or lower your Deposit Limits.

Electronic Data Interchange

As an alternative to paper-based remittance programs, our Electronic Data Interchange ("EDI") Services enable you to receive electronic transactions ("ACH Entries") that contain remittance information (addendum information). Upon receipt of an incoming ACH Entry, we translate the addendum information and report it to you.

ACH Addenda – EDI 820

An alternative to paper-based remittance programs, our EDI services enable you to receive electronic transactions (ACH Entries) that contain remittance information (addendum information). Upon receive of an incoming ACH Entry, we translate the addendum information and report it to you.

Account Analysis Statements – EDI 822

An alternative to paper analysis statements, our EDI 822 enables you to receive an electronic transmission that contains the monthly account analysis detailed billing information for you to upload into your internal software application. EDI 822 reports all balances and service changes.

In addition, EDI 822 shows adjustments/credits, interest rates used and any earned credit (earnings allowance).

Funds Transfers

Using our funds transfers services you may initiate most funds transfers, including repetitive funds transfers, electronically through our Internet-Based Business Services or via facsimile transmission. You may also initiate repetitive funds transfers and transfers of funds between your accounts through our telephone transfer services. Each time you request a non-repetitive funds transfer electronically, via facsimile transmission, or via telephone, you must provide the number of your DA (a "Transfer Account") to be debited or credited, the amount of the requested transfer, and the number of the account and the identifying number of any bank out of or into which the transfer is to be made. You must also comply with applicable security procedures.

We will assign a repetitive request number to each series of repetitive funds transfers that you request be established. Each time you request a repetitive funds transfer, you must also provide the repetitive request number assigned to the related repetitive funds transfer series and the amount of the requested transfer.

You may also have another financial institution, acting as your agent ("Drawdown Agent"), contact us directly to request ("Drawdown Request") transfers of funds from your DA to your account at that other financial institution ("Drawdown Transfer"). Each Drawdown Request made by your Drawdown Agent must include the amount of the funds transfer, the number of your Transfer Account out of which the transfer is to be made, the number of your account at the Drawdown Agent to be credited, and the Drawdown Agent's name and ABA number.

You may also arrange for a series of funds transfers ("Standing Funds Transfers") to be made at regular intervals between a Transfer Account and another account by providing us with a signed written request ("Standing Funds Transfer Request") including the amount of each of the transfers, the number of your Transfer Account to be debited or credited, the number of the account and the identifying number of the bank out of or into which the transfers are to be made, the date of the initial transfer, and the frequency of the transfers.

See also **Funds Transfers** under **Terms and Conditions**.

Internet-Based Business Services

City National Business Online and City National Treasury Net®

Our Business Online and Treasury Net Services (each an "Internet-Based Business Service and Security") allow you to initiate, request or receive many of the services and features available with your DAs online electronically over the

Internet using your personal computer. These Services provide access to information, including: (a) current day account balance and transaction information; (b) prior day account balance and transaction information; and (c) front and back images of checks paid. As available, you can also: (a) initiate funds transfers and receive confirmations; (b) initiate bill payments; (c) request stop payment orders on checks; (d) send and receive messages to and from us; (e) perform Positive Pay; (f) originate ACH Files; (g) originate ARP Issue Files; (h) view loan summary information; (i) access controlled disbursement presentments and prior day detail; and (j) view investment summary information. These Services are subject to routine maintenance.

Images of checks paid are available online for a limited time following payment as described in the User Documentation.

You may transfer funds between your CNB checking, money market and savings accounts online based on the account relationships set up and any restrictions. There is a deadline for submitting an internal transfer for same-day processing.

You may initiate most funds transfers online electronically. Please refer to the Funds Transfer Service description for further details.

As available, you may initiate ACH Files online. You may transmit an ACH File you create using your own software and transmit it to us using an Internet-Based Business Service or you may use the Services to both create and transmit ACH Files to us. Each Internet-Based Business Service and Security provides different means for the creation and transmission of ACH Files. Please refer to the Automated Clearing House Service description for further details.

City National Treasury Net Service provides Positive Pay Service and the ability to submit your checks issued register. The import feature allows you to send your checks issued register to us and the checks issued maintenance feature provides for data entry of your manual registers. The Positive Pay Service allows you to view your exception items and submit your decisions to us. Check images of your exception items are also available on the Positive Pay Service.

A System Administrator is required for these Services, and you are required to use equipment and software with at least the level of security we require and to access us using our required security procedures. See the User Documentation for details.

Other Internet-based Business Services include Business Bill Pay, CityTax, eCityRec, E-Deposit, EASI Link, Online Wholesale Lockbox, Remit Advantage, Remit Direct and Remit Pay. See Account Reconciliation, Business Bill Pay, CityTax, E-Deposit, EASI Link, and Lockbox Service descriptions, respectively, for further details.

Lockbox

Our Lockbox Services enable you to direct your clients and debtors to mail remittances to a designated United States Postal Service Post Office Box ("PO Box") for pickup, processing and deposit to your designated DAs by us. We provide you with reports that list the items that were processed from a remittance along with all received correspondence.

We offer three types of Lockbox Services: **Wholesale Processing, Wholetail Processing and Retail Processing**, which are defined below and which may be provided using our core Online Wholesale Lockbox Service or our Remit Advantage Lockbox Service.

Remit Advantage Lockbox

Our Remit Advantage Lockbox Service has specially designed features and functions that support depositing into multiple bank accounts utilizing a single PO Box and handles payment types from checks, ACH, credit cards and online bill payments that can be electronified into ACH Entries. Additional services described below are Remit Pay, Remit Direct and Remit Scan.

Remit Advantage provides you with Internet access to search, view, print and download and export images of items that were processed from a remittance, to view and print reports and optionally an enclosed correspondence as well as envelopes. (Correspondence and envelopes are not available for Retail Processing.) You also have the ability to download your accounts receivables posting file. At your option, Exception Items can be displayed for you to review and submit payment instructions online in order for us to post the items.

You authorize us to open a PO Box in your name or on your behalf, to which we shall have exclusive and unrestricted access. Your authorization shall be in such form as shall be acceptable to the United States Postal Service ("USPS"), and you shall be responsible to pay the PO Box rental fee(s). For some Lockbox sites, we may establish for your mail to come to a single PO Box, a City National Bulk Sort PO Box or File Number with the USPS, to receive your mail. For these single box types you will be responsible for paying a portion of our mail handling fees instead of a PO Box rental fee.

We will collect all mail received at the PO Box that is properly addressed to the PO Box on Business Days, according to a schedule established and changed by us from time to time. We will return to the USPS any mail that is incorrectly delivered to the PO Box.

We will open all correctly addressed mail and examine it for invoices, cash, checks and other remittances, correspondence and other materials. You agree to instruct your clients and debtors not to remit cash. Although we have no obligation to process remittances containing cash, we may at our discretion

remove cash, hold it and create a memorandum to you of the amount thereof.

Remittances, including checks, drafts, money orders and other instruments (individually an "Item" and collectively "Items") will be processed according to the procedures and instructions outlined in the Lockbox Set-up Form and Processing Instructions ("Processing Instructions") completed and submitted to us by you, unless otherwise specified.

All Items in proper form may be endorsed by us as permitted by law and deposited to your designated DA on the Business Day processed. You warrant that each Item payable to an Authorized Payee may be deposited to your designated DA. You may elect to receive a deposit advice daily or otherwise as agreed. Except as otherwise specified, the processing of Items and the availability of funds will be subject to the terms and conditions of the agreement applicable to your designated DA and our normal procedures and regulations for deposits.

You will furnish to your clients and debtors, at your expense, all invoices, coupons, envelopes and/or other remittance materials.

You shall not direct your clients or debtors to mail invoices, coupons and/or remittances to your Box before the start date of this Service as communicated to you by us. Invoices and/or remittances delivered to your Box before the commencement of this Service shall not be processed by us and we shall incur no liability for the non-processing of such invoices, coupons and/or remittances.

Wholesale Processing

Our Online Wholesale Processing Lockbox Service involves processing of checks and other payment instructions that are received at the PO Box address. Remittances are normally business to business payments and volumes are lower than retail and for higher dollar amounts. Information from the remittance documents is manually read and, if required, information such as invoice number is manually data keyed. Processing may be customized to your unique processing needs.

Our Online Wholesale Lockbox Service provides you with Internet access to search, view, print, download and export the images of Items that were processed from a remittance and, optionally, any images of enclosed correspondence as well as envelopes. You can also view and print reports.

Unless otherwise provided in your Processing Instructions, we will make a reasonable attempt to deliver the following Items received though the PO Box to you without further processing:

- Any Item not drawn to the order of you or to the order of any other payee not authorized by you in your Processing Instructions (each an "Authorized Payee") or

any variation thereof which we, in our sole discretion, reasonably determine not to be a proper payee.

- Any Item bearing a restrictive notation or endorsement or accompanied by correspondence stating "Paid In Full" or reserving rights or remedies or containing other restrictive language.
- Any stale-dated Item or post-dated Item unless in our judgment the post-dated Item will reach the bank on which it is drawn after the date on the Item.
- Any Item with a date exceeding a stated "void after" specified number of days if indicated on the front of the check.
- Any Item which we reasonable believe may present an unacceptable risk of liability for us.
- Any Item we, in our sole discretion, reasonably determine should not be deposited.
- Any Item unsigned by a maker or otherwise not authorized by a maker.

Unless otherwise provided in your Processing Instructions, the following extraordinary Items will be processed as described below:

- Undated Items will be deposited.
- Items without accompanying invoices or coupons will be deposited.
- Items with a discrepancy between the written and numerical amounts will be deposited at the written amount if the discrepancy is caught at the time of processing. If not caught, the item will be deposited at the numeric amount and you will be responsible for the difference.
- Items returned for insufficient funds may, in our sole discretion, be presented to the drawee bank for payment a second time without notice to you. If again returned unpaid, your designated DA will be charged and the Item will be delivered to you.
- Items returned for special endorsement will be endorsed "Pay to the Order of City National Bank" or the like and redeposited for payment without notice to you. If returned again the redeposited items and Items returned for any other reason will be charged to your designated DA and delivered to you.
- Items which are payable in foreign currency or are drawn on a bank outside the United States will not be credited to your designated DA and will be delivered to you without further processing unless you instruct us to send them for payment and then they will be credited when payment is received by us.

We may reject and deliver to you without further processing the following Exception Items:

- Any item for which we do not have a valid entity or account ID number if this information is required to properly process your payments.
- Any remittance with multiple invoices or coupons that cannot be balanced to the payment amount.

Wholesale Processing

The Wholesale Processing Lockbox is a hybrid service of Retail Lockbox that supports some of the Wholesale processing features. It involves processing checks with coupons that have Optical Character Recognition ("OCR") or bar-coded remittances for higher speed posting automation similar to Retail processing. However, Wholesale supports some aspects of Wholesale's special handling requirements such as, but not limited to, upfront batch sorts and data entry of specified fields on check-only items if written on the front of the check. Payments are usually a single check and single document, but may be multiple documents and/or multiple checks.

For payments received without the payment coupon, unless otherwise agreed to and specified in your Processing Instructions, we will make a reasonable attempt to deliver the following to you without further processing:

- Any Item not drawn to the order of you or any other payee not designated in your approved Processing Instructions (each an "Authorized Payee") or any variation thereof which we, in our sole discretion, reasonably determine to be a proper payee.
- Any Item bearing a restrictive notation or endorsement, or which is marked or accompanied by correspondence stating "Paid In Full," reserving rights or remedies, or containing any other restrictive language.
- Any stale-dated Item or post-dated Item unless we reasonably determine the post-dated Item would not reach the drawee bank through normal clearing channels until after the date for payment.
- Any Item with a date exceeding a stated "void after" specified number of days if indicated on the front of the check.
- Any Item the endorsement and deposit of which we reasonably believe will subject us to a claim or liability unacceptable to us.
- Any Item that matches an Item you included on a "stop file" list instructing us to not process the payment.
- Any unsigned Item by a maker.

Unless otherwise agreed to and specified in your Processing Instructions, the following Items will be processed as described below:

- Undated Items will be deposited.

- Items without accompanying invoices or coupons will be deposited if we are able to determine what bank account to credit.
- Items are verified to be correct based on courtesy (numerical) amount matching the remittance amount.
- Items with a discrepancy between the written and numerical amounts are resolved based on the payor's intent as evidenced from the remittance coupon and/or payment amount written on remittance coupon, unless there is no remittance coupon then the written amount will be posted.
- Items returned for insufficient funds may, in our sole discretion, be presented to the drawee bank for payment a second time without notice to you. If again returned unpaid, your designated DA will be charged and the Item will be delivered to you.
- Items returned for special endorsement will be endorsed "Pay to the Order of City National Bank" and we are hereby authorized to insert such endorsement. Items returned for any other reason will be charged to your designated DA and delivered to you.
- Items which are payable in foreign currency and/or are drawn on a bank outside the United States will not be credited to your designated DA and will be delivered to you without further processing unless you instruct us to send them for payment and then they will be credited when payment is received by us.

We may reject and return to you the following Exception Items:

- Any item for which we do not have a valid entity or account ID number on our system if this information is required to properly process your payments.
- Any Item matching an Item you included on a "stop file" list instructing us to not process the payment.
- Any remittance with multiple invoices or coupons that cannot be balanced to the payment.

Retail Processing

Retail Lockbox services are typically low dollar, high volume payments and include a check and a remittance advice/remittance coupon which can be processed and captured in an automated means by a machine commonly called a transport. Examples of typical retail Lockbox documents are loan payments, credit card bills, utility and medical patient payments.

The scan line of the coupon contains the OCR information that has the key elements required for you to apply the remittances to your accounting system and is used to validate the payment item. Bar coding can also be on the coupon in lieu of the OCR scan line.

Optional services include stop file services to stop processing of specified payments or customized data capture for unique reporting requirements such as the payment due date or payment type codes.

Check negotiability is not performed on Retail processing except for checks received without a coupon. Items that reject during processing will be reviewed and corrected when possible and deposited. Payments received without a coupon are reviewed for check negotiability and processed if they meet your Processing Instructions. Items that are not processed will be delivered to you.

Web Exceptions

If you utilize the Remit Advantage web exceptions service you will need to log in each Business Day to review and provide instruction for items reported as processing exceptions. Normally you will have five (5) Business Days to submit payment instruction. The default for not resolving an exception is for the item to be returned to you unprocessed. Please refer to the User Guide for this service.

Remit Scan Service

Our Remit Scan Service is an effective supplement or alternative to a traditional Lockbox service. Remit Scan gives you the convenience of an internal Lockbox service without having to support the associated technology. It is designed to support businesses that still receive payments directly into their offices or that deposit a moderate number of remittances that would not normally require a Lockbox service.

With our Remit Scan Service, you scan the check and any associated remittance documents at your office and you transmit them to our service provider for ultimate deposit in your account. Instead of taking those payments to a bank branch for deposit and manually updating receivables, you use our Remit Scan Service as a remote or "virtual" lockbox increasing your efficiency, improving funds availability and automating the receivables update process. To use our Remit Scan Service you only need a desktop scanner and a personal computer with an Internet connection.

Your scanned payments and related documents are processed by our service provider using the same business rules as our Lockbox services. Remit Scan images both sides of checks and associated remittance documents including coupons, invoices, envelopes and full-page documents. Remit Scan captures MICR as well as any OCR information from the payments. You provide your own scanner from the list of scanner makes and models that will integrate with Remit Scan to meet your needs. Optional Lockbox services are available through Remit Scan such as value added keying of data ("VAK"), electronic receivables files, stop files and web image viewing and intra-day web based exception item decisions.

The check and remittance document images are received by our service provider and processed as an electronic check. You destroy the checks after scanning as specified by our User Documentation. If you require that additional information be captured from the images, you must request it and it will be combined with MICR and OCR data and provided back to you on an electronic file for an automated update of receivables. Our Remit Scan Service is a web-based payments portal for researching images, viewing batch summary and deposit total reports and decisioning Exception Items online.

Images are stored on an image archive for easy access using our service provider's online payment portal. Images may also be provided via CD-ROM and image transmission.

See our User Documentation for further information and handling rules. For example, processing checks accompanied by a payment coupon may be handled differently than checks without any additional documentation.

PLEASE NOTE: Our Remit Scan Service is not available and cannot be used outside the borders of the continental United States. By using our Remit Scan Service you understand and agree to this limitation.

Remit Pay

Our Remit Pay Service provides for the conversion of your client's Online Bill Pay initiated payments into electronic ACH payments by registering your company as a recognized participant of the MasterCard Remote Payments and Presentment Service ("RPPS") and the Fiserv Electronic Payment Service. Remit Pay is a service provided in conjunction with our Remit Advantage Lockbox Service.

To use Remit Pay, you provide on your company letterhead the required MasterCard authorization language and on separate letterhead the MasterCard indemnification language and the required Fiserv documentation. All documents must be signed by authorized signers of your organization. You must also provide us with your billing file information to initially implement the service and each time the file is updated thereafter. Failure to provide an updated billing file may cause payments received for unrecognized entities or payor accounts to be rejected and returned to the initiating bank without notice to you.

We build your account data on to the Remit Pay system and provide the required data to RPPS and Fiserv for them to populate their databases. RPPS and Fiserv then make the information accessible to the Online Bill Pay Providers in order for them to recognize your payors' payments and generate an electronic ACH payment in lieu of a paper check.

We cannot represent to you how often each Online Bill Pay Provider will update their system of record to recognize new entities or payors on your account(s). Nor can we represent

to you that all Online Bill Pay Providers will convert the Items into electronic payments.

Our Remit Pay system processes the electronic remittances and applies the same business rules established for your Lockbox service to these transactions as are used for the paper check-based remittances. Rule violations, such as improper account number or invalid payment amount, may be rejected and returned to the originator or may be reported as an Exception Item for your review and instruction if you use our Remit Advantage web exceptions feature. A "virtual" image of the electronic payment is created for human readable viewing and printing on our website. The Remit Pay items are included in the daily Lockbox data file along with your paper remittances for that Business Day for updating your accounts receivable records.

To terminate this service you must provide written notice of revocation of the authorization letter for submission to MasterCard International and Fiserv Solutions.

Remit Direct

Our Remit Direct Service allows for electronic initiation and processing of your client's payments utilizing the ACH payment system or Credit Card Settlement Network. With this service you are authorizing us to be your Originating Depository Financial Institution ("ODFI") in accordance with the rules governing the Automated Clearing House Network.

Remit Direct is normally used in conjunction with your City National Remit Advantage Lockbox Service but can also be provided as a standalone service. Payments are validated for acceptance and with credit cards also for approval. We provide a daily transmission file of the payment activity to update your accounts receivable system. When used as part of your Lockbox service the Items will be included in one file along with your paper remittances.

Your clients can enroll using the Remit Direct web portal or by completing and submitting the paper authorization form that authorizes us to initiate an ACH direct debit from their bank account or from a designated credit card account. Payments are authorized for a single one-time payment, and recurring payments, as allowed by law, with a set amount or recurring payments with a variable amount. We generate a confirmation of receipt of the payment to your client.

For the Remit Direct website you have the option of utilizing our portal that will be set up with your clients' billing information or we can build a customized Remit Direct portal branded for your company that resides on your website. Both options require that you provide us with your entity list and billing file information to implement the Service and thereafter you must provide a monthly billing file no later than the start of each new month. You must also provide updates to your entity list anytime entities are added, changed or deleted. Failure to do so will prohibit new payors from enrolling in

the Service and will prevent debiting of recurring payments authorized for variable amounts.

We will provide you with daily updates of any returned or rejected items via the Remit Advantage website, allowing you to track your clients' payment activity. Rejected payments will be returned via the ACH to your clients' bank or credit card provider.

Outbound Data Exchange

Our Outbound Data Exchange Service allows you to receive your DA information via transmission to another financial institution in either BAI2 or SWIFT formats. The data is provided on our Business Days via direct transmission to the receiving financial institution. The data is then made available to you by the receiving financial institution.

Positive Pay

Our Positive Pay Services are designed to help you identify and resolve suspect check activity in a timely manner.

On or before the Business Day that you issue checks on your designated DA, you provide us with a data file giving the issue date, number, and amount of each such check ("Issue Input"). Your Issue Input must be provided to us in accordance with the instructions in the User Documentation for this Service. If you issue a check and deliver it to the payee for payment on the same day, you must immediately notify us of the number and amount of such check. Your Issue Input may be provided to us through our Treasury Net Service, EASI Link via your Third Party Accounting Software or by SFTP. See Internet-Based Business Services description for further details.

Each Business Day, we electronically match the serial number and dollar amount of each check that posts to your designated DA (individually "Item" and collectively "Items") against the Issue Input provided by you. If an Item matches your Issue Input, we will pay the Item. If an Item does not match your Issue Input, we will identify the Item as an "Exception Item" and report it to you via an "Exception Report."

Your Exception Report is available to you through our Treasury Net and EASI Link Services. To receive your Exception Report you must enroll in the Positive Pay Module of the Treasury Net or EASI Link Service.

Each Business Day you must promptly review the Exception Report provided for that day. You must assign a "Pay" or "Return" decision to each Exception Item and return the Exception Report to us with your decisions for processing before our established cut-off time.

If an Exception Item is not assigned a "Pay" or "Return" decision, or if we do not receive a completed Exception Report from you in accordance with instructions in the User

Documentation for this Service by our cutoff time, the Exception Item(s) will be returned to the presenting bank with the reason, "Refer to Maker".

Should any check listed on your Issue Input be presented for payment against your designated DA at a CNB branch, our tellers will utilize your Issue Input information to verify that you have issued the check. If the check matches your Issue Input information and meets our usual check cashing requirements, it may be cashed in accordance with our usual procedures. If the check does not match your Issue Input information, we will attempt through reasonable means to contact you for authorization to pay the check. If you cannot be contacted, or you do not authorize payment of the check, the check will not be cashed and will be returned to the presenter with the reason, "Refer to Maker."

Payee Verify

This feature enhances the Positive Pay service by additionally comparing the payee name from the check against the payee name on the Issue Input. As part of Issue Input, you will now include payee name information. When checks are presented for payment, in addition to comparing the check number, and amount, we verify the payee name on the check to the payee name provided on the Issue Input.

In the event we are unable to perform the payee verify process on any given day for the checks that posts to your designated DA, the Positive Pay Payee Verify Service will revert to standard Positive Pay for that day.

If you are unable to or fail to provide your Issue Input with Payee Information in accordance with the instructions in the User Documentation for this Service, we reserve the right to remove you from the payee verify feature of the Positive Pay service.

If you advise us of checks issued for payment as stated above or instruct us to pay a check or an Item or Exception Item and based on the advice or instruction we pay the check, Item or Exception Item, we shall have no liability or responsibility to you if the check, Item or Exception Item so paid bears a forged or unauthorized maker's signature, has no signature, is altered in any way, is incomplete, or is otherwise irregular.

By transmitting an Issue Input with Payee Information or other Issue Input to us, you warrant that all checks that match the information on the Issue Input were properly issued by you and we shall have no further responsibility or liability for examination of the checks for fraudulent signatures or material alterations.

We shall be entitled to rely and act upon any advice or instruction given to us by you in accordance with this Service without further inquiry if the advice or instruction is given to us in the form and manner and within the time as we shall require.

We shall not be obligated to pay any check or Item or Exception Item which you advise or instruct be paid if you do not have on deposit in the DA on which the check or Item or Exception Item is drawn at the time of presentment good and sufficient collected funds to enable us to pay the Item or Exception Item without overdrawing the DA.

You will not use our Positive Pay Services to pay your obligations on a delayed basis or in place of a stop payment order on any check, Item or Exception Item which you know before its presentment you do not want to have us pay.

You acknowledge that your failure to use our Positive Pay Service with Payee Verify could substantially increase the likelihood of undetected fraudulent activity on your account and that it is neither manifestly unreasonable nor unreasonable under the circumstances for us to require you to use our Positive Pay Service with Payee Verify upon request. You agree that if you fail to implement our Positive Pay Service with Payee Verify following our request that you do so, you will be precluded from asserting any claim against us for paying an unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Service with Payee Verify was designed to detect or deter, and we will not be required to re-credit your account or otherwise be liable to you for paying such item.

QuickBooks® Direct Connect Service¹

Using the QuickBooks software you can download your account activity directly from within the software to aid in reconciliation of your accounts. All accounts associated with a specific authorized Taxpayer Identification Number will be downloaded to your software.

You may transfer funds between your DAs using the QuickBooks software based on the account relationships set up and any restrictions. There is a deadline for submitting an internal transfer for same-day processing. All requests received after the deadline will be made effective on the next Business Day.

Access to this Service is controlled by the use of a PIN assigned by us. We recommend you change this PIN upon first login. See the Security section of Terms and Conditions for further information about the use of PINs.

¹"QuickBooks" is a registered trademark of Intuit, Inc.

Remote Check Express

Our Remote Check Express Service provides you the ability to purchase and print City National Bank Cashier's Checks at your location. Using the Internet website provided for the Remote Check Express, you request authorization to print City National Bank Cashier's Checks ("Cashier's Checks"). Upon approval by us and verification by you, you print Cashier's Checks at your location using a City National Bank

approved and registered printer using MICR ink and blank check stock required by us.

Remote Check Express provides Security Procedures, as the term is defined in the Uniform Commercial Code, for the banking transaction instructions transmitted to us to charge your account with us and print Cashier's Checks. These Security Procedures include: user identification and passwords provided to you by us to be used only by persons authorized by you to request, approve, and print Cashier's Checks; printer site identification; account identification; dollar amount transaction thresholds established by you limiting the amount of Cashier's Checks authorized to be printed using this Service; printer registration; and, print stream encryption. By using this Service you agree to these Security Procedures and that they are commercially reasonable and that you will abide by them and any additional procedures we may implement from time to time.

Each Cashier's Check requested, approved or printed through this Service using the agreed Security Procedure shall be deemed authorized by you and you shall be responsible for the transaction and to us for every Cashier's Check printed by you using this Service. You shall notify us at once if any user is no longer authorized to request, approve or print check requests and we shall not be liable or responsible to you until we receive written notice that the user is no longer authorized and we have had time to act on the notice.

You are responsible for the accuracy of the Cashier's Check requests sent to us using this Service. You are responsible to maintain good and sufficient collected funds in or available credit on each account from which you instruct us to fund Cashier's Check requests, and we are not obligated to process a Cashier's Check request if you do not have sufficient collected funds on deposit in or available credit for the account at the time the Cashier's Check request is received. You understand and agree that Cashier's Check requests charged to an account may be done so on the basis of the Security Procedure notwithstanding the signing authority on the account and each such requested is deemed authorized.

You are responsible for the purchase and maintenance of a network printer approved by us.

We agree to install a memory device with software to enable the deciphering of the encrypted print stream in the printer you purchase (the "Software"), and register that print device with this Service. You understand and agree that the printer is a single use device, and is not to be used for any other printing functions other than the Cashier's Checks requested, approved and printed through this Service. You are responsible to install and maintain MICR ink cartridges for use with the approved printer. You are responsible for the purchase of the required blank check stock.

You are responsible for the security of the blank check stock at your site and for the secure and complete destruction of

any checks that are reported through this Service to be a misprint or unacceptable print. The Cashier's Check numbers of these misprinted or unacceptable print Cashier's Checks will be reported to the Bank as voided items and we are not liable for the eventual payment of any check reported by you to be misprinted and voided. If such item should be presented for payment to the Bank, you agree to immediately reimburse the bank for the amount of the voided Cashier's Check, you authorize us to charge any account of yours for the full amount of any such Cashier's Check, including any available overdraft credit, and **you agree to indemnify and hold us harmless from any and all loss, cost, liability or expense which we may suffer or incur directly or indirectly by reason of the negotiation of any such Cashier's Check and presentment to us for payment.**

You understand and agree that this Service is for your exclusive use and may not be transferred, assigned or otherwise made available to any other party. By accessing this Service and using the Software you agree that you will not: (a) modify, adapt, translate, or sublicense the Software (including offering the Software to third parties on an applications service provider or time-sharing basis); (b) assign, loan, resell, transfer or distribute the Software, or related materials or create derivative works based upon the Software or any part thereof, and (c) copy the Software in whole or part, except as expressly permitted by us or use trade secret information contained in the Software to develop software to interface with the Software. You agree not to (and not to permit others to): (i) decompile, disassemble, or otherwise reverse engineer the Software or (ii) remove, alter or obscure any confidentiality or propriety rights notices (including copyright notices) on or within the Software or any copies of the Software.

Wire Transfer Service

Our Wire Transfer Service enables you to request a payment order to transfer funds from your designated DA to a designated third party's account at another financial institution via FEDWIRE or similar wire transfer network ("Wire Transfer").

Our Wire Transfer Service is an Internet-based business service through which you authorize us to withdraw the amount of any requested Wire Transfer, plus any applicable fees and charges, from your designated DA. Each Wire Transfer request is deemed authorized and you are responsible for the transaction when it is originated using a Security Item, such as a security token, or other agreed upon security procedure.

If a Wire Transfer is to a financial institution located outside the United States, we or an intermediary financial institution with whom we are associated, may convert the Wire Transfer from U.S. Dollars to the currency of the country of the third party's financial institution unless you instruct us otherwise. If

a converted Wire Transfer is returned because the third party's bank requires payment in U.S. Dollars, we will reconvert the transaction to U.S. Dollars and reinitiate the Wire Transfer at no cost to you. If a converted Wire Transfer is returned for any other reason, we will convert the payment back to U.S. Dollars at our then current buying rate and less any fees charged by the intermediary and/or third party financial institution and re-credit your designated DA. You assume the risk of change in currency value due to these foreign exchange conversions. Wire Transfers to financial institutions located outside the United States may be subject to delays, charges imposed by the intermediary and/or third-party financial institutions, and changes in foreign currency exchange rates.

You are responsible for the accuracy of all information in the Wire Transfer. We, an intermediary financial institution and/or the third party's financial institution, may process the Wire Transfer solely on the basis of the account number you provide even if that account number does not correspond to the third party's financial institution or to the name of the third party at the third party's financial institution. You are obligated to pay any such Wire Transfer.

We may reject a Wire Transfer request for any reason, including without limitation, the following: (a) you do not have sufficient available funds in your designated DA; (b) you do not meet our processing deadlines; (c) you do not satisfy the conditions we or an intermediary and/or the third party's financial institution require for the origination of a Wire Transfer; or (d) we reasonably believe the Wire Transfer may violate an applicable law or regulation. You will not initiate a Wire Transfer in violation of any law or regulation, including economic sanctions administered by the United States Treasury's Office of Foreign Assets Control. No interest will be paid on a rejected Wire Transfer.

Alternative Authorization Procedure for Consumer International Remittance Transfers

FOR CITY NATIONAL BUSINESS AND OTHER CLIENTS USING CITY NATIONAL'S ONLINE SYSTEMS TO INITIATE CONSUMER INTERNATIONAL REMITTANCE TRANSFERS.

Each transmission to City National Bank using Treasury Net, EASI Link or any other online system available from the bank, and respecting a consumer international remittance transfer will be considered only an "inquiry" to enable the Bank to confirm the information accompanying the inquiry, including but not limited to the amount of the transaction, the applicable exchange rate, and the applicable fees. Upon confirmation of the information, the Bank's staff will telephone you, the consumer (or your authorized agent) at the telephone number in our records to respond to your

inquiry and determine if you wish to proceed with a request to send the transfer, and to then deliver the required pre-payment disclosure to you orally. Following delivery of the pre-payment disclosure orally you must then orally give your authorization for payment and to send the remittance transfer.

PLEASE TAKE NOTICE, the required pre-payment disclosure will only be provided to you by telephone orally. After your inquiry through Treasury Net or other online system, if the Bank's staff is unable to contact you or your authorized agent to confirm the information and obtain your authorization to pay the transaction and to send the remittance transfer, THE TRANSFER WILL NOT BE SENT. Following confirmation and authorization, you will continue to have the right to cancel the transaction for thirty (30) minutes. Foreign exchange rates are subject to change. If the foreign exchange rate changes such that the spread we establish at our discretion would require you to pay more for your wire, we may, but are not obligated to, give you the opportunity to cancel the transaction.

Zero Balance Account

Our Zero Balance Account ("ZBA") Service enables you to consolidate your funds automatically each Business Day from designated CNB DAs ("Zero Balance Accounts" and/or "Subsidiary Accounts") into a designated master DA ("Concentration Account"). When checks (individually "Item" and collectively "Items") drawn on a ZBA are presented for payment, funds are automatically transferred from the Concentration Account to cover exactly the total amount of the presentment. Deposits made to ZBAs are also automatically transferred to the Concentration Account.

You will maintain DAs consisting of a Concentration Account and one or more Subsidiary Accounts. Each Business Day, we will transfer funds from the Concentration Account to each Subsidiary Account or from each Subsidiary Account to the Concentration Account, as appropriate, so that the ledger balance in each Subsidiary Account at the close of the Business Day is zero or a predetermined target amount. If there are not sufficient funds in the Concentration Account to cover a predetermined target amount on a Subsidiary Account, transfers will only be made up to the amount of the funds available in the Concentration Account. You authorize us to execute the funds transfers to or from the designated Subsidiary Account(s) and Concentration Account(s). We will keep the Subsidiary Accounts open despite the zero balance. We shall not be required to make any transfer from the Concentration Account in excess of the funds therein, and in the event there are not sufficient collected funds in the Concentration Account to make all of the transfers required, we may allocate the funds among your designated Subsidiary Accounts in our sole discretion.

You shall maintain sufficient available balances in the Concentration Account to cover the amounts transferred by us. If the amount of funds available for transfer from the Concentration Account or the amount of funds available above the predetermined target amount in the Concentration Account is not sufficient to pay all Items presented for payment on any given Business Day, we may return the Items for insufficient funds.

You acknowledge that deposits to the Concentration Account(s) and/or Subsidiary Account(s) may not be made available to you until the funds in the deposit are collected, whether or not such funds are transferred to another DA as part of the Service. We determine when funds deposited are made available.

You may issue Items drawn on a Subsidiary Account in excess of the balance in such Account, provided, however, that the aggregate amount of all such Items and other authorized debits to all of the Subsidiary Account(s) and Concentration Account(s) do not exceed the available balance in the Concentration Account(s). In the event that the amount of such Items and debits exceed such balance, we may, at our sole discretion, return or refuse any such Item or debit, impose any fee and take any other action authorized under our other agreements with you. If we elect to pay any such check or debit and an overdraft results, you agree to repay the amount of the overdraft and any associated fee(s) to us at once.

STANDARD DISPUTE RESOLUTION CLAUSE FOR TREASURY MANAGEMENT

Maintaining a good relationship with you is very important to us. If you have a problem, misunderstanding or concern about your account, a service we provide you or any matter that involves your relationship with us, you should contact us immediately. We often find your telephone call, email or visit to your branch gives us the opportunity to resolve the matter as quickly as possible. However, if you and we are not able to resolve differences informally, you agree that by opening or maintaining a deposit account or safe deposit box, by entering into any agreement with us which incorporates the terms and conditions of this Treasury Management Services Disclosure and Agreement, or by accepting a banking service from us, that, at our request or at your request, any and all disputes between you and us, regardless of when they arose, will be resolved using the "Dispute Resolution For Accounts and Services" provisions of CNB's then current *Account Agreement and Disclosures*.

Dispute Definition

A "dispute" is any disagreement between you and us which you and we are not able to resolve informally. It includes any claim or controversy of any kind which arises out of or is

related to this Treasury Management Services Disclosure and Agreement and any service provided by us. "Dispute" includes claims based on broken promises or contracts, torts (injury caused by negligent or intentional conduct), breach of duty or any other wrongful action. It includes statutory, common law and equitable claims.

INTERNET FRAUD NOTICE TO ACCOUNT HOLDERS AND AGREEMENTS RESPECTING INTERNET FRAUD AND SECURITY

Avoiding Internet Fraud

Internet fraud and unauthorized attempts to take funds from bank accounts is, unfortunately, widespread and rising. We have in place procedures and practices designed to detect fraud and other unauthorized transactions directed against the accounts of our clients, but these procedures and practices are not foolproof. You, the account holder, are in the best position to prevent fraudulent transactions directed at your account and to detect them if they occur. If you fail to do so or if you fail to do so in a timely manner except as otherwise required by law, you may suffer a loss which we are not obligated to pay back to you and you should not expect us to do so.

Deposit products and many of the banking services we make available to you require you to communicate with us via electronic mail, over the Internet and/or by other electronic means. Such communications can be intercepted or accessed by unauthorized third parties. You agree to utilize prudent and reasonable computer hardware and software security measures and Security Items and to follow other Security Procedures and certain minimum security practices and procedures which you, as a reasonable user should have in place or as we may advise ("Security Practices and Procedures") in order to reduce the risk of unauthorized access to and use of your accounts via such services by third parties. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO UTILIZE SUCH COMPUTER HARDWARE AND SOFTWARE SECURITY MEASURES AND SECURITY ITEMS OR TO FOLLOW SUCH SECURITY PRACTICES AND PROCEDURES SHALL RELIEVE US OF ANY LIABILITY TO YOU FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED USE OF YOUR ACCOUNTS OR UNAUTHORIZED TRANSACTIONS INITIATED ON YOUR ACCOUNTS THROUGH A SERVICE EXCEPT AS OTHERWISE REQUIRED BY LAW. IN NO EVENT SHALL OUR LIABILITY EXCEED THAT OTHERWISE PROVIDED FOR BY LAW OR REGULATION.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your username, personal identification numbers, tokens, passwords, codes, marks, signs, public keys or other means of identification (each, a "Security Item" and collectively, "Security Items") to access or use your accounts via online, mobile or other electronic service. Among other things, you agree to maintain and regularly update the security of your Computer System through which you access an online, mobile or other electronic service, including, without limitation, by installing, maintaining and regularly updating antivirus, antimalware and antispyware identification and removal software. You shall take all commercially reasonable precautions to prevent the introduction of any disabling procedures (including, but not limited to, a software lock, malicious logic, worm, Trojan horse, bug or time bomb) into your software or our software that might disrupt our equipment or software, or the equipment or software of other users of this service. We reserve the right to block your access to a service in order to maintain or restore security to the service, the *cnb.com* website (or any other CNB-related Internet websites) or any other CNB system if we believe in our sole and absolute discretion that any of your Security Items has been or may be obtained or is being used or may be used by any unauthorized person.

You agree that complying with the Security Practices and Procedures which we may advise you to follow shall not relieve you of your obligation and responsibility to exercise independent judgment about security and additional steps or procedures needed to prevent internet fraud, unauthorized access to and/or use of your accounts via an online or mobile service. Accordingly, you agree to take all additional commercially reasonable security measures in using such services as a reasonable person would use under the then current circumstances. You further agree to take all commercially reasonable security measures necessary to prevent disruption to the operations of CNB's computer systems and our online, mobile or other electric services. Nothing in this section shall limit your obligations under law or regulation.

To use an Internet service, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser supporting 128-bit encryption. We do not endorse or provide an ISP or other means of accessing the Internet. If you obtain an ISP or other means of accessing the Internet, you may incur charges from your ISP or other Internet access provider. We are not responsible for the actions or inactions of your ISP or other Internet access provider. Software, ISP or other Internet access provider requirements may change from time to time and may affect your ability to access a Service. We are not responsible for any error, failure or malfunction of your computer or software, or for any computer virus or related problem that may occur with your use of an Internet service. We are not

responsible for any security breach, compromise, intrusion, misuse and/or failure of or involving your firewall, computer hardware, computer software, computer network and/or systems, and/or any other hardware and/or software (collectively, your "Computer System") through which you access an Internet service, including, without limitation, any virus, worm, Trojan horse, malware, spyware, or other similar harmful or malicious software, program or application on your Computer System. We are also not liable where claims arise out of any Security breach, compromise intrusion, misuse or failure of your Computer System for (a) any unauthorized access to your accounts via a Service, (b) any unauthorized transactions that may occur on your accounts and/or (c) any losses, damages, liabilities, costs and expenses (including attorneys' fees) (collectively, "Losses") to you.

In your use of online, mobile or electronic service, you are responsible for maintaining the confidentiality and security of your Security Items that we may require you to use and the security instructions we may require you to follow in connection with the Security Practices and Procedures, and you are responsible for the use of such Security Items.

Except for Losses we have explicitly agreed to assume in writing, and except to the extent prohibited by applicable law, you agree you are responsible for and you shall defend, indemnify and hold CNB harmless from and against any and all Losses arising out of or relating to your use of our products and services by online, mobile or other electronic means.

INTERNET FRAUD PROTECTION PRACTICES

In addition to other Security Practices and Procedures that we may advise you about or provide you from time to time, here are some of the steps you should take to protect yourself from Internet (online) fraud:

1. Install an antivirus program that will help fight viruses and malicious software on your computers, tablets, mobile phones and other devices. Use firewalls to secure and protect your home and/or office network.
2. Be conscientious about installing critical updates for your computer's operating system. Better yet, set it up for automatic updates. The bad guys don't stand still and you shouldn't either.
3. Keep your mobile devices with you or lock them away when they're not needed. Password-protect them to protect against unauthorized use. And, when it comes to apps, be careful before you click. Only download from legitimate online stores.
4. Is your computer set up to "auto-load" removable media (e.g., USB drives, SD cards)? If so, disable this feature. Play it safe by scanning these items before you open them.

5. When it comes to your passwords, be extra diligent. Passwords should be complex, frequently changed, and unshared. And be sure to password-protect your router and other wireless connections.
6. Never open email attachments or click on links from unknown or suspicious sources, including social media sites.
7. Don't be manipulated. Disregard in-person, phone, text message, email or web requests that ask you to share your personal or account information unless you are sure the request and requestor are legitimate.
8. Be careful on social media. Avoid posting too much personal information. At the very least, utilize privacy controls to limit who can see what.
9. Be disciplined in the management of your financial accounts. Check them daily even if you have not initiated transactions and report suspicious activity to the bank right away.
10. ACH transaction and wire transfer security is especially critical - use security tokens only when releasing an ACH or wire transaction, never at login. CNB will never initiate a communication to request entry of security tokens. If you enter a token to complete a transaction and you get an error message, you are logged off the system or you do not get a confirmation contact us IMMEDIATELY. There is increased likelihood your computer has been hacked.
11. Internet security is a family affair. Make sure all Internet users in your home are educated about online safety and know what needs to be done.
12. Read and understand your obligations as stated in our "Internet Fraud Notice to Account Holders and Agreements Respecting Internet Fraud and Security."

CITY NATIONAL BANK



AN RBC COMPANY



City National Bank is subsidiary of Royal Bank of Canada.

City National Bank
Treasury Management Services
555 South Flower Street, 17th Floor
Los Angeles, CA 90071
(800) 599-0020
cnb.com

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