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## CUSTOMER AGREEMENT BUSINESS ONLINE BANKING

THIS AGREEMENT is for the Business Online Banking service provided by Twin River Bank, (“Bank”) for You, the “Customer”. Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

### 1. GENERAL

The Business Online Banking services to be provided by Bank to Customer consist of access to a secured Business Online Banking service (“Service”) that permits Customer to obtain certain account information reporting, electronic funds transfer services, and other account maintenance functions, by means of a computer. These services shall collectively be known as “Business Online Banking”, but hereinafter will be referred to as the (“Services”). Services are provided by the Bank for access and use by Customer. ASI is the sole owner and licensor for the Service and has granted the Bank the right to sublicense the Service to customers.

### 2. USE OF SERVICE/LIMITED SUBLICENSE

Bank hereby grants to the Customer a sublicense for use of the Service on a computer(s), subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Service and Service documentation is valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse, compile, modify or alter the Service or the Service documentation.

### 3. TERM

This Agreement is effective from the date the Service is accessed by Customer and shall remain in force until termination. The Agreement shall be terminated upon thirty days prior written notice by either party to the other, upon termination of the relationship between the parties, if the customer fails to comply with the terms and conditions of this Agreement, or upon termination of the software license agreement between Bank and ASI. The Customer agrees to return any and all written and electronic documentation related to the Service to the Bank, upon termination. The Customer shall retain no copies in any form. The provisions of this Agreement that protect the proprietary rights of ASI and the Bank will continue in force after termination.

### 4. DISCLAIMER OF WARRANTY

No warranties with respect to the Service are made by said Bank nor does it warrant that the Service will meet specific requirements of the Company. Neither the Bank nor ASI makes any warranty of any kind, either express or implied with respect to the use of the Service. Bank and ASI disclaim any and all implied warranties of merchantability and fitness for a particular purpose. The Customer assumes the entire risk as to the quality and performance of the Service and documentation.

### 5. LIMITATION OF LIABILITY

- a. The Banks, entire liability and the Customer’s exclusive remedy with respect to the Bank’s disclaimer of warranty is limited to the replacement of any diskette that is returned to the Bank.
- b. In no event shall Bank or ASI be liable to Customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Service and documentation, or for any claim by another party.
- c. The Customer shall be solely responsible for protecting against unauthorized access to the Service through the use of physical security, passwords and other security procedures. The financial institution will be held harmless for processing any request received by Customer.
- d. Where the Customer has access to funds transfer of the Services, which include Wire Transfer, ACH Transfer or Book Transfer, Bank will only accept transfer requests upon proper execution of security procedures that are entirely within Customer’s control. Bank may consider funds transfer requests received from Customer as having been authorized by the Customer, and the Bank shall be held harmless for executing any transfer.
- e. Where the Customer elects to execute Stop Payment requests through the Service, the Bank agrees to enter the Stop Payment to its main computer system within a reasonable period of time after receiving the request. Prior to requesting a Stop Payment, the Customer should first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to the Bank’s entry of the request, then the Bank shall not be liable for any loss incurred by the Customer arising from the event.

### 6. FEES

Please refer to the current Fee Schedule for applicable fees, e.g. Cash Management, Wire Transfers, ACH Return Items, Stop Payment Orders.

### 7. FUNDS TRANSFER SERVICE

In addition to account information reporting, the Customer may request access to certain Funds Transfer Services as described below. Funds transfers are available during specific business hours as described in the attached schedule. Customer must specify Customer Representative authorities per transaction type. If the Customer, or any of its authorized representatives, use the Funds Transfer Services described, the following condition(s) shall apply:

**Wire Transfer**—The Customer acknowledges that the Wire Transfer feature of the Service is an alternate entry system for issuing Wire Transfer orders between the Customer and the Bank. A Funds Transfer Service Agreement between the Customer and the Bank is required. This Funds Transfer Service Agreement shall govern the acceptance and liability for all Wire Transfer Requests.

**ACH Transactions**—The Customer acknowledges that the ACH Transaction feature of the Service is an alternate entry system for issuing ACH transaction orders between the Customer and the Bank. An ACH Agreement between the Customer and the Bank is required. This ACH Agreement shall govern the acceptance and liability for all ACH Transactions originated by the Customer.

### 8. STOP PAYMENT SERVICES

The Customer acknowledges that the Stop Payment feature of the Services is an alternate entry system for issuing Stop Payment Orders. When utilizing this feature, customer warrants that the information describing the check or draft, including the check or scheduled transfer date, its exact amount, the check number and payee, is correct. Customer

acknowledges that the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. Customer agrees that the Stop Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check, or if an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT. A Stop Payment Order received by the Bank using this service will be accepted as if it were in written form. Check stop payments will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. Business ACH Stop Payments will expire 6 months from the date of the stop payment order.

## 9. AVAILABILITY OF SERVICES

All services are available during specified business hours as described in the attached schedule.

## 10. MISCELLANEOUS

- a. This Agreement, together with addendum's, schedules, other written agreements and applicable Bank rules and regulations represents the entire understanding of the parties. If any option of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect.
- b. Customer agrees not to sublicense, assign or transfer this license or the Service except as expressly provided in this Agreement.
- c. This Agreement is governed by the Laws of the State of Idaho (except where Federal law governs the copyrights and trademarks of ASI and the successors it assigns). It may not be amended or modified except by a written instrument signed by both the Customer and the Bank.

# ACH AGREEMENT

The Customer has requested that Twin River Bank permit it to initiate ACH and/or Payroll Direct Deposit entries to accounts maintained at the Bank by means of the Automated Clearing House (the "ACH") operated by the Western Payments Alliance. The Bank has agreed to do so on the terms of this Agreement.

Now, therefore **Customer** and Twin River Bank agree as follows:

1. **RULES.** The Customer acknowledges receipt of a copy of the ACH Origination NACHA Operating Rules (as amended from time to time, the "Rules"). The Customer agrees to comply with and be bound by the Rules. Twin River Bank agrees to inform the Customer of revisions to the Rules of which Twin River Bank has knowledge. The Customer also agrees that they will not originate entries that violate the laws of the United States and that Twin River Bank has the right to audit the Originator's compliance with the origination agreement and the ACH Origination NACHA Operating Rules.
2. **TRANSMISSION OF ENTRIES; SECURITY PROCEDURES.** The Customer will transmit all ACH and/or Payroll Direct Deposit entries to Twin River Bank on or before the deadlines, as contained in "Schedule C" to this Agreement. The Customer will conform all entries to the format, content and specifications contained in the Rules. Accepted standard entry class codes are Corporate Credit or Debit entries (CCD) and Prearranged Payment and Deposit entries (PPD). The Customer and Twin River Bank will comply with the security procedures described in the Online Banking Agreement. The Customer authorizes Twin River Bank to transmit all entries received by Twin River Bank from the Customer in accordance with the terms of this Agreement, and to charge the specified Customer account, as set forth at the end of this document, for the amount of the transmitted payment.
3. **TWIN RIVER BANK OBLIGATIONS.** In a timely manner and in accordance with the Rules, Twin River Bank will process, transmit, and settle for the entries received from the Customer which comply with the terms of the Agreement, including the security procedures described in the Agreement.
4. **WARRANTIES.** The Customer warrants and guarantees the accuracy of all entries originated by the Customer and agrees to hold harmless and indemnify Twin River Bank respecting same as to all warranties Twin River Bank is deemed by the Rules to make regarding said entries. Without limiting the foregoing, the Customer further warrants and agrees that (a) each payment entry is accurate, timely, and all required payments are included; (b) the Customer will comply with the terms of the Uniform Commercial Code Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Customer shall indemnify Twin River Bank against any loss, liability, or expense (including attorney's fees and expenses and IRS penalties) resulting from or arising out of any breach of any of the foregoing warranties or agreements.
5. **AUTHORIZATIONS.** Customer must maintain all debit/credit authorizations for a period of 2 years past revocation. The Customer must provide to Twin River Bank a copy of their authorization within 5 days of the request. Twin River Bank may also periodically audit the Customer to ensure adequacy of the authorizations and record retention in place. Non-compliance could result in account closure.
6. **SETTLEMENT.** The Customer will maintain an account at Twin River Bank at all times during the term of this Agreement. The Customer will maintain in the account, as of the applicable settlement date, collected funds sufficient to cover all credit entries initiated by it. The Customer authorizes Twin River Bank to place a hold on its account at the opening of business on the date prior to settlement of the amount of each entry.
7. **CANCELLATION OR AMENDMENT.** The Customer shall have no right to cancel or amend any entry/file after its receipt by Twin River Bank. However, Twin River Bank shall use reasonable efforts to act on a request by the Customer to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described in the Agreement. Twin River Bank shall have no liability if it fails to effect the cancellation.
8. **REJECTION OF ENTRIES.** Twin River Bank shall reject any entry, including an on-us entry, which does not comply with the requirements of either this Agreement or the Rules and may reject any entry of the Customer is not otherwise in compliance with the terms of the Agreement. Twin River Bank shall notify the Customer by phone and fax of such rejection no later than the business day such entry would otherwise have been transmitted by Twin River Bank to the ACH.
9. **NOTICE OF RETURNED ENTRIES.** Twin River Bank shall notify the Customer by phone or fax of the receipt of a returned entry from the ACH no later than 5:00 p.m. on the day received. Twin River Bank shall have no obligation to re-transmit a returned entry if Twin River Bank complied with the terms of this Agreement with respect to the original entry.
10. **REVERSALS** (*Can only be made under certain conditions.*)
  - Reversals may only be made for the following three conditions: 1) wrong dollar amount, 2) wrong account, or 3) duplicate transaction.
  - If a reversing entry must be made, please contact the Bank for instructions.
  - When doing a reversal, the complete ACH file that was originally submitted must be reversed. The reversing entry must be for the full amount, must be sent within five (5) banking days of original entry and within 24 hours of discovering the error.
  - For wrong amount or wrong account reversing entries, a correcting entry must also be sent.
  - The Receiving Bank is under no obligation to post the reversing debit if it overdraws the payee's account or if the payee's account is closed.
  - A payee must be notified if a reversing entry debits his or her account. However, a payee does not need to authorize the reversing debit.
11. **PERIODIC STATEMENTS.** The periodic statement issued by Twin River Bank for the Customer's account will reflect entries credited and debited to the Customer's account. The Customer agrees to notify Twin River Bank within a reasonable time not to exceed thirty (30) days after the Customer receives a periodic statement of any discrepancy between the Customer's records and the information in the periodic statement.
12. **FEES.** The Customer agrees to pay Twin River Bank for services provided under the Agreement in accordance with the schedule of charges. Twin River Bank may change its fees from time to time upon notice of the Customer.
13. **LIABILITY.** Twin River Bank shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall Twin River Bank have any liability for any consequential, special, punitive, or indirect loss or damage, which the Customer may incur or suffer in connection with this Agreement. Twin River Bank will not be liable for any unauthorized debit activity since the Customer will be authorizing all debit activity and ensuring each debit authorization is signed by their client (or company). Twin River Bank will assume no liability in the case of unauthorized debits and will incur no monetary loss.
14. **SURVIVAL.** Upon expiration or termination of this Agreement, the provisions of this agreement shall survive.
15. **MISCELLANEOUS.** Twin River Bank may amend the terms of the Agreement from time to time and will post current agreements on the bank website for

Customer review and availability. Either party may terminate this Agreement upon ten (10) days written notice to the other. Twin River Bank shall have no obligation to transmit entries if the Customer is in default of any of its obligations under this Agreement, including the obligation to pay Twin River Bank for each credit entry. Twin River Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth in the Customer Representative Setup form. This Agreement shall be governed by and construed in accordance with laws of the State of Idaho.

## FUNDS TRANSFER AGREEMENT

**Utilization of Wire Services.** Customer requests to be able to initiate:

- Domestic funds transfer

Customer may not initiate a Payment Order until customer executes and returns this Agreement and the attached Schedule "A", designating those individuals Customer authorize to initiate Payment Orders ("Authorized Representatives").

**Security.** To verify that a Payment Order, or a communication amending or canceling a Payment Order, is the Payment Order of Customer and to detect error in the content or transmission of a Payment Order or communication, Bank shall provide Customer with a security procedure. Bank and Customer agree to use a unique test code calculation or a password (the password or test code herein are collectively the "Test Code") as the security procedure. Customer's Authorized Representative shall provide Bank with the Test Code when initiating, amending or canceling a Payment Order. Customer is responsible for the confidentiality of this unique Test Code and for insuring that only Customer's Authorized Representative(s) has access to the Test Code. Bank may execute any Payment Order where Bank is provided with Customer's current Test Code thereby assuming that such Payment Order is authorized. Customer is responsible and assumes all liabilities in connection with an Order where a valid Test Code is used. Customer agrees to notify Bank immediately if the security procedure is breached. Bank may make and retain for ninety (90) days after execution of the Payment Order recording of all verbal or electronic Orders. Bank may change The Test Code from time to time upon five (5) days notice to any Authorized Representative.

**Funds Transfer Risk.** By giving Authorized Representative(s) the ability to initiate Payment Orders in accordance with this Agreement, Customer assumes certain risks and responsibilities with respect to the actions of that individual(s). Customer warrants and agrees that no individual(s) shall be allowed to initiate Payment Orders in the absence of proper supervision and adequate safeguards. Customer assumes full responsibility for any and all loss, liability and damages associated with Payment Orders originated by instructions given to Bank by Authorized Representative(s). Customer agrees to regularly and promptly review all Payment Order requests. Customer reviews shall be conducted by persons other than Authorized Representative(s).

**Initiating Transfers.** Customer's Authorized Representative(s), listed in the attached Schedule "A", may direct Bank to execute a Payment Order from any of Customer's authorized accounts listed in the attached Schedule(s) to any other Bank or at another institution.

Payment Orders, Amendments and Cancellations properly initiated under the terms of this Agreement, will be accepted during the normal business hours of the Bank's Wire Transfer Department (See Executing Payment Orders).

Upon Bank's receipt of a request by Customer's Authorized Representative(s) to amend or cancel a Payment Order(s) Bank agrees:

- If the Payment Order(s) is in Bank's possession and has not been executed, Bank will amend or cancel provided said amendment or cancellation is in accordance with the terms and conditions of this Agreement; or
- Bank agrees to use its best efforts to amend or reverse a transmitted Payment Order(s).

**Non-Repetitive Payment Orders.** A non-repetitive Payment Order is any Payment Order not covered by an accepted repetitive Payment Order instruction.

To initiate a non-repetitive oral payment Order instruction, Customer's Authorized Representative shall provide Bank with the following information:

- Authorized Representative
- Company Name
- Customer's account number from which funds are to be transferred
- Dollar amount to be transferred
- The name, city and state of Beneficiary's bank and/or Bank's ABA number
- Beneficiary's name and/or Beneficiary's account number

**Honoring Payment Orders.** Bank will honor a Payment Order(s) only if the Authorized Representative(s) initiating the Payment Order(s) provides Bank will information as required by Bank. Bank will be under no obligation to honor, either in whole or part, any Payment Order which:

- Exceeds Customer's collected and available funds on deposit with Bank or
- Bank has reason to believe Representative may not be authorized by Customer or
- Involved funds subject to a hold dispute or legal process preventing their withdrawal or
- Is not in accordance with requirements stated in this Agreement.

If customer initiates a Payment Order identifying an intermediary bank or beneficiary's bank only by an identifying number, Bank may rely on the number as proper identification of the intermediary or beneficiary's bank.

If a Payment Order identifies an intermediary bank or beneficiary's bank both by name and identifying number, and the name and number identify different banks, Bank may rely on the number as proper identification.

If customer executes a Payment Order identifying the beneficiary by both name and account number and the name and account number identifying different persons, the following applies:

If beneficiary's bank accepts the Payment Order and the beneficiary's bank pays the person identified by the number, Customer, as the originator, is obliged to pay its Payment Order.

**Executing Payment Orders.** Except as otherwise set forth in this Agreement, Bank will execute payment orders on the day that the payment order(s) is received, provided that the Payment Order(s) is received by Bank's Wire Transfer Department's cutoff time (12:00 Noon PST), and provided the day of receipt is a business day for Bank and for the Federal Reserve Bank.

Bank may record any Payment Order(s) initiated by telephone. The decision to record any telephone conversation shall be solely within Bank's discretion, and Bank assumes no liability for failure to do so. Further, Customer acknowledges and agrees the telephone conversations may be monitored and recorded.

In attempting to execute any Payment Order(s), Bank shall use reasonable efforts to utilize the means of transmission specified in Customer's request, but in no way shall Bank be limited to such means of transmission.

Bank will notify Customer if it cannot execute a Payment Order due to a funds transfer system problem beyond Bank's reasonable control. In the event beneficiary's Bank is not

able to receive Payment Orders via Fed-line, Customer authorizes Bank to send the Payment Order to an intermediary bank for further credit to Beneficiary's Bank. In the event Customer does not designate an Intermediary Bank, Bank will select an Intermediary bank using the current Fed Directory and/or current Bank Directory. Bank shall use the ABA number furnished by Customer. In the event the customer furnishes an incorrect ABA number, Bank is not responsible for the incorrect routing of funds.

**Incoming Payment Orders.** Bank assumes no liability except as set forth herein for accepting incoming Payment Orders, and Customer agrees to indemnify and hold Bank harmless from and against any claim arising from or in connection with the receipt of an incoming Payment Order.

**Notification.** Customer agrees that notification of each transfer, either in the form of an advice or a periodic account statement, shall be effective and sufficient if mailed by Bank to the mailing address of Customer listed on Schedule "A". All notices to the Bank shall be directed to the Wire Transfer Department. Bank and Customer shall act on the notice, within two funds transfer business days.

**Changes.** In the event Customer desires to change any information on the attached Schedule "A", Customer shall forward a newly executed Schedule "A". Additionally any time Customer makes a change regarding Authorized Representative(s), Customer shall forward a duly executed Corporate Resolution or letter. Any other information Customer desires to change shall be forwarded in writing to the Bank.

In an emergency situation, deletion of Authorized Representative(s) may be made by telephone and shall be confirmed by FAX. A follow-up letter should be sent within two business days. Should written confirmation not be received by Bank within the aforementioned time limit, Bank will continue to rely on Customer's most recently executed Schedule "A".

**Authorization to Charge Account.** Upon execution of the Agreement and the Schedule attached hereto, Customer authorizes Bank to charge Customer's accounts in the amount of the Payment Orders.

**Account Reconciliation.** Completed outgoing or incoming Payment Orders will be reflected on Customer's periodic account statement. Customer agrees to immediately notify Bank of any discrepancy between Customer's records and any advice notification, periodic account statement, or other Bank detail account activity listing.

**Limitation of Liability.** Bank shall not be liable for any loss arising, directly or indirectly from:

- Any inaccuracy, act or failure to act on the part of any person not within Bank's control;
- The negligence or misconduct of Customer or any Authorized Representative, agent or employee of Customer;
- Any ambiguity in the instructions given to Bank;
- Any other error, failure to delay in the transmission of the payment order which is caused by strikes, civil unrest, and inoperability of communication facilities or circumstances beyond Bank's control or;
- Any acts or omissions of intermediary banks involved in the funds transfer or;
- Bank's reliance on instructions from persons purporting to be Authorized Representatives.

Customer agrees to indemnify, defend and hold Bank, its agents and employees harmless from and against any and all damages, liabilities, actions and claims which result, directly or indirectly from any negligence or fraud of Customer or any agent or employee of Customer.

**Miscellaneous.**

**Fees.** Customer shall pay such fees as Bank may from time to time establish for funds transfer services together with any direct or indirect transfer charges incurred by Bank. The fees and charges may be assessed directly against Customer's account(s) with Bank or may be charged indirectly or imposed upon Customer with account analysis and balance requirements.

**Waiver.** Bank or Customer may delay enforcing its rights under this Agreement without losing them. Any waiver by Bank or Customer shall not be deemed to be a waiver or other rights or the same right at another time.

**Account Agreement.** The Rules and Regulations of Customer's Commercial Account with Bank are hereby incorporated by reference. If any inconsistency exists between the Rules and Regulations and the terms and conditions contained in this Agreement, the terms and conditions supercede the Rules and Regulations or any prior Agreement with Customer relating to these services.

**Amendment and Termination.** Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update our web site.

**Assignment.** This Agreement is binding upon and inures to the benefit of the party's successors in interest and permitted assigns. Neither party may assign this Agreement and/or any of its rights and obligations hereunder without prior written consent of the other party.

**Governing Law.** The terms and conditions of this Agreement are valid and binding upon the parties and shall be governed by and interpreted in accordance with Article 4A entitled "Funds Transfers" of the Uniform Commercial Code, Regulation J of the Board of Governors of the Federal Reserve System and the laws of the State of Idaho. In the event there is a conflict any legal proceeding must be brought in the State of Idaho.

**Entirety of Agreement.** This Agreement constitutes the entire Agreement between the parties and supercedes all previous agreements, promises and representations, whether written or oral between the parties with respect to the subject matter hereof.

## BUSINESS ONLINE BANKING AGREEMENT OF DOLLAR LIMITS

### SCHEDULE B

Company hereby agrees to abide by the following dollar limits for the listed transaction types. If any transaction transmitted does not have an adequate balance(s) to meet the transaction amount, the company acknowledges that the Bank is not obligated to complete the transaction as ordered. Please refer to your personalized agreements with Twin River Bank for these limits.

## BUSINESS ONLINE BANKING PROCESSING SCHEDULE

### SCHEDULE C

All transaction(s) must be submitted to Twin River Bank by the cut off times noted below to allow processing on the Effective Entry date:

	Cut Off Time	
E-mail Messages	4:00 PM PST	SAME banking day processing
Stop Payments	4:00 PM PST	SAME banking day processing
Internal Account Transfers	5:30 PM PST	SAME banking day processing
Wire Transfers	12:00 Noon PST	SAME banking day processing
Transactions done after the cut off times above will be processed with the next banking day's work.		
ACH / Direct Deposit	4:00 PM PST	NEXT banking day processing

ACH needs to be submitted the prior banking day to have an effective date of the next banking day.

EXAMPLE: ACH submitted on Tuesday will have an effective date of Wednesday (or later if you use a later effective date).

Our banking days include all days except Saturdays and Sundays and the following standard holidays that are observed by Federal Reserve Bank in San Francisco:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day