BANKUNITED TREASURYSUITE SOLUTIONS SERVICE DISCLOSURE AND AGREEMENT

This BankUnited TreasurySuite Solutions Services Disclosure and Agreement (this "Agreement") contains the terms and conditions governing use of BankUnited's Treasury Solutions services ("BankUnited TreasurySuite Services") covered by this Agreement. The terms and conditions contained in this Agreement shall apply regardless of the means by which the BankUnited TreasurySuite Services are accessed including, without limitation, a computer, Mobile Device (as defined below), or any other means of access.

When used in this Agreement, the terms the "Bank", "we", "us" or "our" mean BankUnited, N.A.; the "Company", "you", or "your" mean the entity that is reflected in our records as the owner of an account or a party-in-interest to an account (such as an escrow agent of an escrow account); "Account" or "Accounts" mean any existing or future accounts of Company, or over which Company has authority, maintained with Bank that will be accessed through the BankUnited TreasurySuite Services including, without limitation, checking accounts, savings accounts, money market accounts, and linked loan accounts or lines of credit (loan accounts and lines of credit collectively referred to as "Credit Accounts"); "business account" means an account owned by an entity; "personal account" means an account owned by an individual that is used primarily for personal, family or household purposes; "Mobile App" means a service that allows you to access the BankUnited TreasurySuite Services through a Mobile Device"; "Mobile Device" means an internet enabled compatible smartphone, tablet, or other eligible handheld or wearable communication device that allows you to access the BankUnited TreasurySuite Services; "Owner" or "Owners" mean each person or entity that has an ownership interest in the Company; "Specific Service" or "Specific Services" mean those products, services, materials, content, features and methods of conducting transactions offered, obtained or otherwise made available on or through the BankUnited TreasurySuite Services; "Site" or "Sites" mean any internet website(s), mobile or access channel that Bank makes available to access any of the BankUnited TreasurySuite Services; and "business day" means Monday through Friday, excluding Federal Reserve holidays and other days the Bank is not opened for business.

ACCEPTING THE AGREEMENT

When you use or access the BankUnited TreasurySuite Services, or when you permit any other person or entity to use or access the BankUnited TreasurySuite Services, you agree to the terms and conditions of this Agreement. Please access, read, and review this Agreement regularly. We may amend, revise, or modify the terms and conditions of this Agreement (including applicable fees and service charges) at any time and from time to time, in our sole discretion. We will notify you of any such changes, as required by law, by posting the updated Agreement within the BankUnited TreasurySuite Services. The revised version will be effective at the time it is posted if we determine, in our reasonable discretion, that the changes will not materially adversely affect Company's use of the BankUnited TreasurySuite Services, or the changes are necessary for exigent circumstances (e.g., maintaining the security of the system). Otherwise, the effective date of the change will be expressly stated in the revision. Your continuing to be enrolled in, using or paying for the BankUnited TreasurySuite Services, or any of the Specific Services, after the revised version of this Agreement becomes effective will constitute your acceptance and agreement to such changes. You understand and agree that notwithstanding the foregoing, we reserve the right to provide any such notice of change to you in printed form. Notwithstanding anything else in the Agreement, we may make any changes to this Agreement, the BankUnited TreasurySuite Services or any Specific Services if required for security reasons or by applicable law. Further, the Bank may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the applications, services and/or related material and limit access to only the more recent revisions and updates.

RELATION TO OTHER AGREEMENTS

Your use of the BankUnited TreasurySuite Services may also be affected by the terms of a deposit agreement, disclosure statement, fee schedule, application, enrollment form, user guide, or other agreement between you and us (collectively, "Other Agreements"), which are all incorporated herein by reference. When you use the BankUnited TreasurySuite Services, or any of the Specific Services, you are governed by this Agreement as well as the terms of the Other Agreements. You should review this Agreement and such Other Agreements carefully for information regarding any applicable fees, availability of deposits, limitations on the number of transactions that you can make, liability rules for electronic funds transfers and for other restrictions that may impact your use of any Account with the BankUnited TreasurySuite Services. To the extent that there is a conflict between the terms of this Agreement and such Other Agreements, the terms of this Agreement will control to the extent necessary. You further agree to be bound by and comply with any and all applicable federal and state laws, rules and regulations, including but not limited to, the rules and regulations of any networks, clearinghouses or funds transfer system to which the Bank belongs, in connection with your use of the BankUnited TreasurySuite Services. Additionally, if there is a conflict between what an employee of the Bank says and this Agreement, the terms of this Agreement will prevail.

SERVICE COMMENCEMENT

Prior to commencing and using the BankUnited TreasurySuite Services you must open and maintain an Account with the Bank. If you maintain more than one Account that is eligible for access through the BankUnited TreasurySuite Services, upon request we will link your Accounts together and such Accounts will appear in Company's online banking profile unless requested otherwise.

All Accounts linked within the BankUnited TreasurySuite Services must contain an authorized signatory that is common to all Accounts. You understand and agree that a change in Owners and/or any authorized signers on an Account will not affect the BankUnited TreasurySuite Services which shall remain in full force and effect until terminated as set forth herein.

Company may not use the BankUnited TreasurySuite Services, and none of the Specific Services selected by the Company will be effective until (i) Company has completed and executed all Application, Enrollment and Set Up Forms and any other documentation required by Bank, (ii) Company has selected the applicable service plan package tier that best fits its business needs; and (iii) Bank has approved Company's use of such Specific Services and has had a reasonable opportunity to implement such service. There are four (4) tier service packages within the BankUnited TreasurySuite Services: Tier 1, Tier 2 Tier 3 and TSSuite. During enrollment the Company shall select the tier that best fits its business needs. The Bank makes no representation or guarantees with respect to any recommendation or suggestion that the Bank or its representatives make to Company relating to the type, scope, or features of the BankUnited TreasurySuite services.

The Bank reserves the right to modify, terminate or suspend the BankUnited TreasurySuite Services and any and all Specific Services in the event that the Company fails to pay any amounts when and as due, or otherwise fails to abide by the terms of this Agreement or any other agreement applicable to the Account(s).

Certain features, information, transactions, or other services available through the BankUnited TreasurySuite Services may not be available when accessing the BankUnited TreasurySuite Services through a mobile device.

COMPANY ADMINISTRATOR

As part of the enrollment process, the Company will be required to designate at least one individual ("Company Administrator") who shall have the authority to designate those offices, directors, employees and

agents of the Company (each a “user and collectively, the “users”) that have been designated or authorized by the Company to view account information and/or effect transactions through the BankUnited TreasurySuite Services on behalf of the Company. The Company Administrator should be an authorized signatory, which is common to all Accounts.

The Company acknowledges and agrees that the individual designated as the Company Administrator shall be an individual deemed by the Company to possess the business knowledge, authority, technical capability and trustworthiness appropriate for an individual charges with controlling the rights of individual users to view the Company’s banking information or to conduct financial transactions on the Company’s behalf. The Company understands, acknowledges and agrees that the responsibilities of the Company Administrator include, but are not limited to: (i) designating users, (ii) assigning and maintaining all credentials for all users, (iii) adding or removing eligible Accounts from user profiles, (iv) establishing limits, if any, on each user’s authority to access specific information and/or conduct trans-actions, (v) promptly terminating access for users (including other administrators) no longer authorized to access the BankUnited TreasurySuite Services or perform specific duties with respect to the BankUnited TreasurySuite Services, (vi) ensuring the proper implementation of Security Protocols (as defined below) by users, (vii) reviewing user access periodically to ensure access to the applicable BankUnited TreasurySuite Services is restricted to those users who need it in the performance of their job functions,

(viii) to accept and approve, electronically or otherwise, on behalf of Company any and all agreements, amendments, supplements or modifications to agreements by and between Bank and Company relating to the Site and/or Lynx Ser-vices including, without limitation, this Agreement, and (ix) properly securing the Company’s equipment and network systems to prevent inappropriate use of the Site and/or any BankUnited TreasurySuite Service. The Company acknowledges and agrees that limitations on a user’s access can only be controlled by the Company and the Company Administrator, not the Bank. If the Company Administrator loses or forgets their user ID or password, the Company Administrator should contact the Bank.

USERS

Each user is authorized on behalf of the Company to issue requests, directions, or instructions, including, without limitation, Payment Orders (as hereinafter defined), and conduct transactions on any Account set up on the BankUnited TreasurySuite Services. The Company acknowledges and agrees that limitations on a user’s access can only be controlled by the Company and the Company Administrator, not the Bank. Company further acknowledges and agrees that Account access through the BankUnited TreasurySuite Services is separate and distinct from Company’s existing signature arrangements for its Accounts. When an individual is designated as a user of the BankUnited TreasurySuite Services and given the authority to access Accounts, that individual may have the ability to conduct transactions on Accounts for which the individual may not otherwise be authorized to sign and conduct transactions. Company has reviewed and understands the risks associated with designating such individuals as users and agrees to assume sole responsibility for such risks including, without limitation, the actions of the Company Administrator, the authority given to other users to act on behalf of the Company and the actions of such users. The Company agrees to be liable for any and all loss that may result from the authority given to any such users and the action of such individuals, notwithstanding the signing authority otherwise stated in the applicable signature card. Company understands and agrees that Bank is not obligated to inquire into the identity or authority of any user, and that Company will be bound by all instructions, acts and omissions of such users (whether or not such persons are acting within the scope of their authority or Company authorized or knew of such instructions, acts or omissions). The Bank will not be liable to Company or any third party for any loss, damage or expense arising from access to an Account by a user, and Company agrees to indemnify and hold harmless Bank against all actions, claims, demands, losses or expenses including, without limitation, reasonable attorney’s fees and court costs arising from or relating to any action of a user. Such indemnification obligations shall survive termination of this Agreement and termination of Company’s participation in the BankUnited TreasurySuite Services.

The Company shall be responsible for notifying the Bank in writing when the authority of a user, including the Company Administrator, has been withdrawn, revoked, or terminated. The Bank is authorized to rely upon any document that indicates that an Administrator or any user is authorized to act on behalf of the Company with respect to the BankUnited TreasurySuite Services, until the Bank has received, and has had a reasonable opportunity to act, on such notice.

SYSTEM ACCESS

To access the BankUnited TreasurySuite Services, the Company must maintain equipment and software that is compatible with our systems or the systems of our third-party service providers and that maintains at least the level of security that we require. We may change our requirements from time to time and Company is responsible to meet our requirements. Unless we provide otherwise, the Company is responsible for the selection, installation, maintenance and operation of its equipment and software. The Company shall, at its 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. Bank assumes no responsibility with respect to any errors, failures or malfunctions of Company's equipment or software or for any computer virus or related problems that may occur with Company's use of any computer or telecommunication network.

To use the BankUnited TreasurySuite Services, the Company must have its own internet service provider, the necessary computer equipment and a compatible browser that supports a minimum 128-bit encryption and Secure Sockets Layer 3 or higher. We may change these requirements from time to time. To the extent that the Company is able to access the BankUnited TreasurySuite Services using a browser with lower than 128-bit encryption, such use shall be at the Company's sole risk, and the Company, and not the Bank, shall be liable for any losses resulting from such use. The Company shall be responsible for any and all fees imposed by any internet service provider or communications service provider. The Bank does not endorse or provide any internet service provider, nor are we responsible for the actions or inactions of your internet service provider. The Company agrees that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of the Company's computer, equipment, or internet service provider.

The Company is hereby granted a non-exclusive, non-transferable limited and revocable right to access and use the BankUnited TreasurySuite Services as well as any technology in object code. The Company agrees that the Bank and its suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property ("Technology") that may be made available to the Company in connection with the BankUnited TreasurySuite Services. The Company further agrees: (i) to read and comply with any license terms with respect to any Technology made available to the Company; (ii) to use the Technology

solely for purposes of accessing the BankUnited TreasurySuite Services; (iii) to maintain the confidentiality of the Technology and not copy, transfer or disclose the Technology; (iv) not to attempt to circumvent any use or access limitations contained in the Technology; (v) not to translate, reverse engineer, disassemble or decompile any Technology; (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vii) to return any and all copies of the Technology to us upon request. All Technology is provided to the Company on an "AS IS" and "AS AVAILABLE" basis.

The Company acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and hereby expressly assumes such risks. The Company further acknowledges that it is responsible for securely maintaining its computer systems and equipment ensuring it meets or exceeds industry standards including, without limitation, utilization of: (i) physical security and access control; (ii) credential security, (iii) user access incorporating controls such as segregation of duties; (iv) workstation security standards; (v) anti-virus and antispyware controls, firewall controls and other deterrent systems; (vi) network security standards such as architecture, perimeter protection firewalls and intrusion detection; (vii) incident reporting requirements; and (viii) disaster recovery and business continuity plans and periodic testing of those plans. Company shall take reasonable precautions to prevent the introduction of any viruses disabling procedures (including, but not limited to, software, lock, malicious logic, worm, trojan horse, bug, time bomb, spyware, malware, etc.) into Company's or Bank's software and shall scan its equipment and systems on a regular basis in order to detect and remove such viruses or disabling procedures. The Company shall regularly update its internal security policies and procedures to address new fraud threats. The Company shall immediately notify the Bank of any security compromise (or suspected compromise) relating to the BankUnited TreasurySuite Services or the Accounts. Company agrees that the Bank shall not be responsible for any security breach, compromise, intrusion, misuse, malfunction and/or failure on or involving Company's computer systems and equipment. In addition to and without limiting the foregoing, Bank shall not be liable for (a) any unauthorized access to Company's Accounts through the BankUnited TreasurySuite Services; (b) any unauthorized transactions

that may occur on Company's Accounts; or (c) any losses, damages, liabilities, costs and expenses (including attorney's fees) arising out of or resulting from any such security breach, compromise, intrusion, misuse and/or failure of Company's computer systems and equipment. The Company further agrees that the Bank is not responsible for notifying the Company of any upgrades, fixes, or enhancements to, or for providing technical support or other support for, the Company's computer systems and equipment.

HYPERLINKS

In connection with the BankUnited TreasurySuite Services, the Bank may provide the Company with a link ("Hyperlink") to a third- party site. Such Hyperlinks are used at the Company's own risk. The Bank is not responsible for, nor do we control, the content, products or services provided through these sites. The Bank does not endorse or guarantee the products, information or recommendations provided by any such linked sites and is not liable for any failure of any products or services advertised on such sites. The Bank further makes no representations or warranties of any kind, express or implied, as to the operations conducted at such other third-party sites, or the accuracy or completeness of any information, content, materials or products included thereat, including, but not limited to, the warranties of non-infringement of third-party rights, title, merchantability and fitness for a particular purpose.

SECURITY PROTOCOLS

In connection with providing access to the Site and any BankUnited TreasurySuite Services, the Bank and the Company have established certain processes or procedures for the purposes of verifying that communications, orders (including payment orders), instructions, or inquiries regarding any BankUnited TreasurySuite Service transaction or other activity are those of the Company, authenticating the Company or its users in connection with the Company's use of the Site and the BankUnited TreasurySuite Services, and/or for authorizing transactions and other activity through the use of the Site and/or the BankUnited TreasurySuite Services (the "Security Protocols"). The Security Protocols may involve the use of a security code, password, personal identification number, user identification technology, certificate or other means, or method of authentication, identification, or verification ("Credentials"). Each user must have their own unique Credentials. The Company's implementation and use of any Security Protocols including, any amended or modified Security Protocols, shall constitute the Company's acceptance of such Security Protocols as a commercially reasonable means of preventing unauthorized activity and adequate for the purposes intended. If the Company selects certain Security Protocols to use in connection with any BankUnited TreasurySuite Service and those Security Protocols provide less protection against unauthorized transactions or activity than other Security Protocols offered by the Bank in connection with such BankUnited TreasurySuite Service, the Security Protocols selected by the Company shall be deemed commercially reasonable to the same extent as the Security Protocols offered by the Bank that provide greater protection. The Bank reserves the right to issue new Security Protocols and/or to modify or change any Security Protocols from time to time.

The Company acknowledges and agrees that the Bank shall be entitled to deem any individual having knowledge of any Security Protocols/Credentials to be a user. The Company agrees that the initiation of a transaction using the applicable Security Protocols/Credentials constitutes sufficient authorization for the Bank to execute such transaction and authorizes the Bank to follow any and all instructions entered and/or transactions initiated using the applicable Security Protocols/Credentials notwithstanding any particular signature requirements identified on any signature card or other documents relating to the Company's Accounts. The Company acknowledges and agrees that the Company shall be bound by any and all transactions and activity effected through the BankUnited TreasurySuite Services made in accordance with the applicable Security Protocols/Credentials, unless or until the Bank has received notification in writing that the existing Security Protocols/Credentials have been compromised and the Bank has had a reasonable opportunity to act upon such notice. The Bank may, without liability, refuse to act on any instructions entered and/or transactions initiated through the BankUnited TreasurySuite Services, if the Bank reasonably doubts its authorization, contents, origination or compliance with the Security Protocols. Notwithstanding the foregoing, the Bank does not guarantee the effectiveness of any Security Protocols and is not obligated to determine whether any Security Protocols have been breached.

The Company acknowledges and agrees that the Security Protocols are designed to verify the origination of instructions, orders or other communications sent in connection with the use of the BankUnited TreasurySuite Services and to control access to the Site and the Services and are not designed for the detection of errors in the content or transmission of instructions, orders or other communications (e.g., duplicate payments or errors in funds transfer instructions).The Bank shall have no duty to discover and shall not be liable for errors or omissions by the Company or any other user permissioned by the Company to use the BankUnited TreasurySuite Services.

The Company shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of the Security Protocols including, without limitation, establishing and maintaining all processes and procedures necessary to ensure that Credentials will be maintained in the strictest confidence. In furtherance of the foregoing, Company shall (a) ensure that Credentials are changed upon the user's first logon and thereafter periodically in accordance with industry standards; (b) not permit users to share their Credentials; (c) delete the Credentials of users who no longer have access to the Site or any Services; and (d) ensure that Credentials are kept under secure conditions. The Company shall immediately notify the Bank upon becoming aware of any of the following: (i) any loss, theft, compromise, misuse or suspected, loss, theft, compromise or misuse of any Credentials, (ii) any unauthorized use of the Credentials or of the BankUnited TreasurySuite Services, or (iii) any receipt and/or confirmation of instructions or requests which the Company did not place, or any similarly inaccurate or conflicting report or information received. In the event of any security incident related to the Company, the Company agrees to assist the Bank in determining the manner and source of such an incident. Such assistance shall include, without limitation, providing the Bank or the Bank's agent access to the Company's systems or devices. The Company further agrees to provide the Bank with any reports or analysis of the Company's systems related to the incident performed by the Company, the Company's agents, or law enforcement agencies to the extent legally permissible. The Company agrees to take all reasonable remediation steps and provide any certifications or reports as requested by the Bank in order to gain full access and use of the Site and the BankUnited TreasurySuite Services.

These responsibilities may not be waived or modified by agreement or authorization by any Bank employee, agent, or representative. The Company acknowledges that such Security Protocols are appropriate and reasonable to afford protection against unauthorized use and agrees that use of the Security Protocols in connection with the BankUnited TreasurySuite Services shall give rise to a conclusive presumption that the use is authorized. The Company shall be liable for, and shall indemnify and hold the Bank harmless from any and all claims, losses, damages, liabilities and expenses including, without limitation attorney's fees, court costs and related litigation costs and expenses, arising from use of the BankUnited TreasurySuite Services, whether authorized or unauthorized, and without regard to the signing authority on an Account, by any person who utilizes the Security Protocols or who gains access by any other means. In furtherance of the foregoing, in the event an employee, agent or representative of the Company or anyone accessing the system by utilizing the Security Protocols, willfully or through negligence, damages or causes disruption of the systems of the Bank, the Company shall be liable for all claims, losses and/or damages resulting therefrom. Such indemnification obligation shall survive termination of this Agreement and termination of the Company's use of the Site and the BankUnited TreasurySuite Services.

INTERNAL CONTROLS

Company is solely responsible for maintaining the physical, electronic, procedural, administrative and technical security of data and systems in Company's possession or under Company's control. At a minimum, Company shall: (i) provide all means necessary to access monitor its Accounts, (ii) obtain appropriate training and train its personnel on the Site and the BankUnited TreasurySuite Services, (iii) assure that all installations and updates are performed according to applicable vendor or Bank specifications, (iv) perform testing related to its use of the Site and the BankUnited TreasurySuite Services and their impact on Company systems, (v) monitor its Accounts on a daily basis, (vii) promptly and regularly review statements, transactions and confirmations, and (viii) implement sound policies and procedures to avoid and detect fraud, and unauthorized access to Company's Accounts, Account information, the Site and the BankUnited TreasurySuite Services. The Bank shall not be liable to the Company for any losses arising by reason of the Company's failure to

maintain commercially reasonable internal controls.

The Company acknowledges that the segregation of duties, or dual controls, is an integral aspect of fraud prevention, therefore Company agrees to have in place a dual control procedure whereby the active involvement of two (2) people is required to complete transactions, such as the requirement that one employee prepares the transaction and another employee executes the transaction. Company acknowledges that (a) Bank has offered Company dual control configurations on one or more of the BankUnited TreasurySuite Services, (b) failing to fully and properly implement and use in all cases, dual controls, will preclude Company from asserting any claims against Bank for processing unauthorized or fraudulent items or payment orders that dual controls could have mitigated, and (c) Bank will not re-credit Company's Account or otherwise have any liability for such unauthorized or fraudulent items or Payment Orders.

FEES

The Company agrees to pay any and all fees that the Bank establishes for the BankUnited TreasurySuite Services and each of the Specific Services made available through the BankUnited TreasurySuite Services. Please refer to the most recent Schedule of Fees applicable to your Company Account(s) for the current amount of the Bank's fees. The fees do not include any taxes (including, without limitation, sales, value-added and use taxes), or other governmental charges, which are the Company's responsibility. Additionally, the Company agrees to pay Bank any fees or charges provided for in any Other Agreements including, without limitation, the Schedule of Fees applicable to the Company's Accounts. The Bank may change the amount or type of its fees and charges from time to time upon reasonable notice to the Company. The Company authorizes the Bank to deduct any and all fees, charges and other expenses owed by the Company to Bank from the Accounts(s) designated by the Company. If the Company is eligible for earnings credits on balances in one or more Accounts, Bank shall determine on a monthly bass if the collected balances in such Accounts are sufficient to compensate for the amount of such fees, charges, and expenses due in the prior month. If the earnings credits are insufficient to offset all amounts due for the prior month, Bank will debit the Accounts for the amount of the shortfall. In the event there are not sufficient available funds in the Accounts, the Company shall, upon demand, immediately pay all outstanding fees, charges and expenses to the Bank. Notwithstanding the foregoing, the Bank may, without notice, set off against any other accounts maintained by the Company with the Bank, or any of our affiliates or subsidiaries, for all amounts due hereunder. The Bank reserves the right to change its fees and charges from time to time upon reasonable notice to the Company.

ELECTRONIC MESSAGES AND OTHER COMMUNICATIONS

By enrolling in and using the BankUnited TreasurySuite Services Company agrees that all notices and other communications related to use of the BankUnited TreasurySuite Services, any of the Specific Services or activity on your Accounts may be sent electronically to any e-mail address we have on file for Company or any of its users, or at our option, any other manner permitted by applicable law. The Company agrees to waive all claims resulting from failure to receive communications because of changes to the Company's e-mail address that have not been communicated to the Bank.

As e-mail is not a secure method of communication over the internet, we recommend that you do not use email to send confidential information, such as account numbers, and financial information, to Bank by e-mail. Please be advised that we will not immediately receive an electronic message sent, and no action will be taken on any electronic message until we actually receive your message and have had a reasonable opportunity to act on it. If you need to contact us immediately, please call our Client Care Center at (866) 708-4384.

ALERTS

Enrollment in any of the Specific Services offered through the BankUnited TreasurySuite Services may

include access to mobile text messaging related services, and security alerts ("Alerts."). In order to receive Alerts, the Company or its users designated to receive Alerts must have a mobile device that is subscribed to a wireless service and that is able to receive text messages. By providing us with a telephone number (including a wireless/cellular, or mobile telephone number), you expressly consent to receiving calls from us and our service providers at that number including those made by use of an automatic telephone dialing system.

These Alerts are provided for the Company's convenience and do not replace your monthly account statements, which are the official record of the Company's Account(s). The Company understands and agrees that the information sent through an Alert may not be encrypted and may include personal or confidential information about the Company such as your account activity or account status, and anyone with access to the e-mail or mobile device may be able to access the Alert. Additionally, Alerts sent via telephone may be delivered to voice mail or answering machines if no one answers the telephone. It is the Company's responsibility to ensure that mobile devices used by the Company, or its users are secure, any Credentials utilized in connection with the BankUnited TreasurySuite Services is protected and to provide timely information about changes to any telephone numbers, e-mail addresses or other methods of delivery in order to protect the confidentiality of this information.

The Bank endeavors to provide Alerts in a timely manner, however it does not guarantee the delivery or accuracy of any information sent through an Alert. Messages may be delayed or impacted by factors pertaining to the Company's communication service provider, internet service provider or other third parties. The Company agrees that neither the Bank nor its service providers will be liable for any losses or damages arising from the disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of or inaccurate content in information sent through an Alert.

ELECTRONIC SIGNATURES

The Bank may offer users, on behalf of the Company, the ability to sign agreements, forms, or other documents electronically including, without limitation, by adoption of an Electronic Signature. For purposes of this section an "Electronic Signature" means an electronic symbol or process, attached to, or logically associated with, an agreement, form, or other document and executed or adopted by a person with the intent to sign the agreement, form or document, including, the clicking of an "I ACCEPT" button when presented with same. The Electronic Signature of a user on behalf of the Company on any agreement, form or document executed in accordance with this section has the same legal effect, validity, and enforceability as a manual signature. The words "signed", and "signature" (and similar words) include Electronic Signatures. To sign a document on behalf of the Company with an Electronic Signature, a user must provide the Bank with their valid email address. A link will be sent to such email address that will direct the user to a website where they can view the applicable agreement, form, or document. Once the user's identity is verified in accordance with authentication procedures established by the Bank (as same may be changed, modified, revised, updated, or supplemented from time to time), the user may sign the applicable document with an Electronic Signature. The Bank may add a digital representation or image of user's signature on such document. The Bank is not obligated to accept or use Electronic Signatures in any form or format unless agreed to by the Bank.

HOURS OF ACCESS

Subject to the terms of this Agreement, the Company generally can use the BankUnited TreasurySuite Services seven (7) days a week, twenty-four (24) hours a day, although some or all of the Specific Services offered through the BankUnited TreasurySuite Services may not be available during regularly scheduled maintenance periods or during system/network interruptions, or other circumstances beyond our control. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. We will attempt to provide prior notice of scheduled maintenance, but we cannot guarantee that such notice will be provided.

STATEMENT REVIEW

The Company shall be notified of transactions performed in connection with the BankUnited TreasurySuite Services through periodic account statements. The Company shall have the obligation to promptly review all activity pertaining to the Account(s), and promptly, but in no event exceeding thirty (30) days from the Bank's issuance of a statement reflecting such activity, notify the Bank of any unauthorized access. Failure by the Company to review and advise shall release the Bank of any and all liability (if any) for any activity taken by any unauthorized party. Without regard to care or lack of care, the Company's failure to discover and report any suspected error, discrepancy or unauthorized transaction in connection with the BankUnited TreasurySuite Services within such thirty (30) day period, will bar any claim against Bank with respect to any such error, discrepancy or unauthorized transaction or any subsequent error, discrepancy or unauthorized transaction by any unauthorized person. Notwithstanding anything to the contrary contained herein, in no event shall the Bank be liable for any activity in the Company's Account(s) undertaken by unauthorized person(s) if the activity was initiated by use of the Credentials.

Additionally, the Company shall notify the Bank of any other errors, omissions or interruptions in, or delay or unavailability of, any of the BankUnited TreasurySuite Services as promptly as practicable, and in any event, within one (1) business day after the earlier discovery thereof, or the date discovery should have occurred through the exercise of reasonable care. Failure by the Company to notify the Bank within the time periods set forth herein shall relieve the Bank of any liability for such error, omission, or discrepancy.

WAIVER OF REQUIREMENT FOR MULTIPLE SIGNATURES

The Company agrees that any requirement of verifying multiple signatures on checks, if such a requirement exists, does not apply to any transactions made using or through the BankUnited TreasurySuite Services. The Company agrees to release the Bank from any liability when making such transactions.

BANK'S RESPONSIBILITY

In the performance of the BankUnited TreasurySuite Services, the Bank will be entitled to rely solely on the information, representations and warranties provided by the Company, and will not be responsible for the accuracy or completeness thereof. The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any entry, instruction, transaction or order in connection with the BankUnited TreasurySuite Services, whether or not it will result in payment to any officer, employee, or agent of the Company, or is otherwise tendered in payment of such person's individual obligations. The Bank has no obligation to verify the availability of funds in any account at the time of any transfer request, even if honoring such a request will result in an overdraft. In the event such a request is honored, the Company shall immediately pay such overdraft and shall be responsible for payment of all applicable overdraft charges. Further, the Bank is not obligated to honor, either in whole in part, any transaction or instruction which (a) is not in accordance with any terms or conditions applicable to the relevant Specific Service, (b) the Bank has reason to believe may not be authorized by Company, (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal; or (d) would violate any applicable federal or state law, rule or regulation.

Notwithstanding any other provision of this Agreement, the Bank shall have no liability for any damage, loss, expense or liability of any nature that the Company may suffer or incur, except to the extent of direct losses attributable solely to the Bank's own gross negligence or willful misconduct, and only to the extent set forth herein. In furtherance of, and without limiting the foregoing, the Bank will not otherwise be responsible for any action taken, allowed or omitted or for any liability, loss, claim or damage arising from an act of God, loss or delay occasioned in transit of data or processed work, labor disputes, material or labor shortages, accident or damage to facilities, inaccuracy of information, computer viruses, malicious code or other defects in the BankUnited TreasurySuite Services, incompatibility between the BankUnited TreasurySuite Services and the Company's browser or from other causes or events beyond the control of the Bank. The time, if any, required for the Bank's performance under this Agreement shall be automatically extended during the period of such delay or interruption. In no event shall the Bank be liable for any indirect, special, consequential or punitive loss or damage of any kind (including, without limitation lost profits) whether or not foreseeable, even if the Bank has been advised of the likelihood of such loss or damage, and regardless of whether the

claim for loss or damage is made in negligence, gross negligence, breach of contract or otherwise. This section shall survive termination of this Agreement and termination of Company's participation in the BankUnited TreasurySuite Services.

SPECIFIC SERVICES

A. ACH ORIGINATION SERVICES

PLEASE NOTE THAT THE ACH ORIGINATION SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES. Through the Bank's Automated Clearing House origination services ("ACH Services"), the Company will be permitted to initiate credit and/or debit Entries as an Originator by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Agreement and the operating rules and guidelines of the National Automated Clearing House Association ("NACHA") including, any exhibits or appendices thereto, as same may be amended from time to time (collectively, the "Rules"), which Rules are incorporated herein and made a part of this Agreement. Terms not defined herein shall have the meanings ascribed to them in the Rules.

To be eligible to enroll in and use the ACH Services, the Company must be approved by the Bank. The Company agrees to provide the Bank with such financial, business, and operating information as the Bank may reasonably request in connection with the Bank's approval process.

The Company acknowledges that it has a copy of, or has access to a copy of, the Rules. The Company agrees to comply with and be bound by the Rules. The Company represents and warrants to Bank that Company's actions with respect to Company's use of the ACH Services including, without limitation, the preparation, transmittal, and settlement of Entries, shall comply with the Rules and all applicable federal and state laws, rules and regulations. The Company acknowledges that Bank will charge the Company for any fines or penalties imposed by NACHA or any other organization which are incurred as a result of Company's actions or inactions and Company agrees to fully reimburse and/or indemnify Bank for such charges or fines.

It is the Company's responsibility to deliver all credit and debit Entries to the Bank with all information necessary to complete the Company's requested transactions in compliance with formatting and other requirements set forth in the Rules or as otherwise specified by the Bank. The Company must complete all required fields with accurate information. The Bank may reject or delay processing transactions if information and/or instructions are not complete or are inaccurate, do not comply with the terms of this Agreement or the Rules, or otherwise do not meet the criteria specified by the Bank for acceptance.

The Company shall obtain authorization as required by the Rules from the person or entity whose account will be debited or credited as a result of a debit or credit Entry initiated by the Company. The Company shall retain the original or a copy of each authorization and other documentation required under the Rules for a period of not less than two (2) years after termination or revocation of such authorization or such longer period as is provided in the Rules. If Bank receives a request from a RDFI for any such authorization or documentation, Company shall promptly furnish an original or copy thereof to the Bank so that Bank can provide it to the RDFI within ten (10) banking days of the request.

The Company may elect to send pre-notification that it intends to initiate an Entry or Entries to a third-party account within the time limits prescribed by the Rules. Pre- notification shall be provided to the Bank in the format and on the media prescribed by the Rules, unless otherwise specified by the Bank. In the event that the Company has received notice that a pre-notification has been rejected within the prescribed period by a RDFI, the Company will not initiate any Entry of such third party's account until the cause for rejection has been corrected and another pre-notification has been submitted and accepted by the RDFI within the time limits prescribed by the Rules.

Subject to Bank's approval, Company may elect to have Company's ACH Entries originated on a "same-

day" basis, for settlement on the same day as the Effective Entry Date (each a "Same Day Entry" and collectively "Same Day Entries"). Bank may, in its sole discretion, establish exposure limits limiting the number of Entries or dollar thresholds of Same Day Entries that the Company may have outstanding at any time. Further, Bank may terminate the Company's right to originate Same Day Entries at any time. To be eligible to be treated as a Same Day Entry the Entry must: (i) have been received on a business day by the Bank's designated cut-off time for Same Day Entries; (ii) not exceed the per transaction limits established by NACHA from time to time as set forth in the Rules; and (iii) contain an Effective Entry Date as the same business day of receipt. IAT Entries are not eligible to be Same Day Entries. Same Day Entries shall be identified based on the date entered by Company in the Effective Entry Date field. The Company agrees and understands that it is Company's responsibility to ensure the correct date is inputted into the Effective Entry Date Field. Use of the current date or any date in the past will also trigger fees for same day processing that may be higher than the fees for traditional ACH processing. Bank may utilize same-day processing for any Entry that qualifies as a Same-Day Entry even if Company did not intend the Entry to be processed using same-day processing. In such instances, Company is still responsible for all fees associated with same-day processing. Bank does not represent, warrant or otherwise guarantee that a receiving depository financial institution is able to receive or initiate Same Day Entries, or will post Same Day Entries by applicable deadlines, or will otherwise make funds available in a timely manner, and the Bank shall not be responsible for any loss resulting therefrom. PLEASE NOTE THAT ONLY COMPANIES ENROLLED IN TIER 3 OF THE BANKUNITED TREASURYSUITE SERVICES MAY ORIGINATE SAME DAY ENTRIES.

The Company shall transmit Entries to the Bank to the locations and in compliance with the formatting and other requirements set forth in the Rules and Bank's specifications. The Company will not submit individual or total monthly Entries in excess of the maximum limits including, without limitation, dollar amounts and/or Standard Entry Class Code types, established by Bank, in its sole discretion, as may be amended from time to time. The Company shall not divide a transaction into more than one Entry in order to avoid these limitations. The Bank's processing of Entries in an amount greater than the established limits shall not be deemed a waiver of this provision. Bank may cease processing Entries in a greater amount at any time without prior notice.

Except as otherwise provided for herein, Bank shall (i) process Entries received from Company that conform with the file specifications set forth in the Rules; (ii) transmit such Entries as an ODFI to an ACH Operator selected by Bank in its sole discretion; and (iii) settle for such Entries as provided in the Rules. Bank shall endeavor to transmit or complete the necessary authorizations for Entries by the deadline of the ACH Operator provided: (a) such Entries are received by Bank's applicable cutoff time on a business day; (b) for Entries, other than Same Day Entries, the Effective Entry Date is at least two (2) business days after such business day (for credit Entries) and at least one (1) business day after such business day (for debit Entries) and (c) the ACH Operator is open for business on such business day. Entries shall be deemed received by Bank when the transmission and compliance with any related Security Protocols is completed. Company acknowledges and agrees that Bank only acts as the Company's agent for transmission of the Entries and assumes no responsibility for said Entries, except that Bank will endeavor to exercise due care in the transmission. If any of the requirements of this paragraph are not met, Bank may use reasonable efforts to transmit such Entries to the ACH Operator by the next deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

The Bank may from time to time establish exposure limits, including daily transaction limits for the total value of Entries that may be originated through the ACH Origination Services by or on the Company's behalf in any 24-hour period. Any Entries exceeding this aggregate limit need not be honored, but may, at the Bank's sole discretion, be honored. The Bank may change or cancel these limits at any time without prior notice to the Company, although the Bank will endeavor to notify the Company before the Bank does so.

All transactions are subject to acceptance by the Bank. The Bank has no obligation to accept any Entries and therefore may reject any Entry issued by or on behalf of the Company. The Bank will endeavor to notify the Company if the Bank deems it necessary to reject a submitted Entry. The Bank shall have no liability to the Company for rejection of any Entry. The Company agrees that it shall not initiate or transmit any Entry that violates the Rules.

The Company shall have no right to cancel or amend any Entry after its receipt by the Bank. Notwithstanding the foregoing, the Bank may, at its option, act on a request by the Company for cancellation or amendment

of an Entry prior to transmitting it to the ACH or crediting/debiting a Receiver's account. Please note, however, that any request to cancel an Entry that has been submitted as part of a batch may require that the entire batch be cancelled. The Company acknowledges that in the case of a Same Day Entry any request by the Company to cancel the Entry must be made immediately in order for Bank to have an opportunity to effect cancellation. Despite Bank's commercially reasonable efforts to act on such a request, cancellation of a Same Day Entry may nevertheless be impossible, and Company understands and accepts the risk of this occurrence. The Company agrees to pay any and all fees and charges as set forth in the applicable Schedule of Fees in connection with such a request. The Bank shall have no liability if any such cancellation or amendment is not affected. If the Bank accepts a cancellation or amendment of an Entry, the Company hereby agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, demands, damages, fees, charges, costs and expenses including, without limitation, attorney's fees, incurred by the Bank as a result of its acceptance of the cancellation or amendment. This indemnification obligation shall survive the termination of the Company's relationship with the Bank.

In the event any Entries are rejected or returned from the ACH Operator, the Bank shall make reasonable efforts to notify the Company no later than one (1) business day after the business day of such receipt. Except for an Entry retransmitted by the Company in accordance with the requirements provided for herein, the Bank shall have no obligation to retransmit a returned Entry if the Bank complied with the terms of this Agreement with respect to the original Entry. If the Company wants to resubmit any returned or rejected Entry, it is the Company's responsibility to correct the Entry and resubmit it or otherwise resolve the rejection or return in accordance with the Rules. The Bank shall have no liability to the Company due to the rejection or return of any such Entry or due to the fact that the Bank may not have timely notified the Company about the rejection or return. The Company shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal by the Bank as provided herein and shall provide such data to the Bank upon its request.

The Bank may monitor the Company's return activity and may request proof of authorization of any Entry. If the Bank, in its sole discretion, deems that the Company has excessive returns or rejections, the Bank may immediately terminate the Company's ability to submit debit Entries. The Company shall indemnify, hold harmless and defend the Bank, at the Company's sole cost and expense, against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, arising out of any rejected or returned Entry except to the extent that such rejection or return was solely due to the Bank's gross negligence or willful misconduct. This indemnification obligation shall survive the termination of the Company's relationship with the Bank.

Except with respect to Entries rejected by the Bank, if an Entry submitted by the Company is an On-Us Entry (received for credit or debit to an account maintained at the Bank), the Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that the Entry has been submitted to the Bank in accordance with the applicable time limits set forth herein. If any of the applicable time limits have not been met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

The Bank shall provide the Company with all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by the Bank relating to Entries transmitted by the Company within two (2) business days of the Settlement Date of each NOC or Corrected NOC. The Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) business days of the Company's receipt of the NOC information from the Bank or prior to initiating another Entry to the Receiver's account, whichever is later. If a NOC or Corrected NOC is incorrect or refused by the Company, the Company will promptly deliver a refused Notification of Change to Bank stating the applicable reason code as specified in the Rules. If the Company does not comply with the requirements to make changes requested by a NOC or Corrected NOC, the Bank may charge the Company for any and all NACHA rule violation fines resulting from such rule infraction or cease processing Entries for the Company until the changes are made. The Company acknowledges and agrees that if the Company fails to make changes requested by a NOC or Corrected NOC, Bank shall have the right to apply such requested changes to future transactions and that Company may be charged a fee in connection therewith.

The Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person differently from the named Receiver, and Company's obligation to pay the amount of the Entry to the Bank shall not be excused in such circumstances.

The Company shall designate a settlement account at the Bank for the purpose of funding the Company's Entries ("Settlement Account"). The Company agrees to maintain sufficient Available Funds to offset any Entries submitted and against which any rejected or returned Entries, and applicable fees and charges in accordance with the applicable Schedule of Fees then in effect, may be credited or debited. The Bank will either charge or credit the Settlement Account(s) for any credit or debit Entry originated by the Company on the Settlement Date. Even though the Bank debits or credits the Settlement Account, such debit and/or credit is provisional until the Bank receives final settlement. In the event any provisional credit and/or debit or any final credit and/or debit is reversed for any reason, then the Bank will charge the Settlement Account for such item and impose a fee in accordance with the Schedule of Fees then in effect. The Company is responsible for reimbursing the Bank for any and all temporary or final credit reversals. If there are not sufficient Available Funds in the Settlement Account, the Company agrees that the Bank may charge any other Account maintained by the Company with the Bank to cover the Company's obligations hereunder. Notwithstanding the foregoing, the Bank reserves the right to require the Company to pre-fund the Settlement Account prior to the Settlement Date of an ACH credit file. The Bank shall determine whether pre- funding is required based upon criteria established by the Bank from time to time. When pre- funding, the Company shall maintain sufficient Available Funds in the Settlement Account. With respect to the origination of debit Entries or Reversals of credit Entries, the Company acknowledges and agrees that the Bank need not make any deposit to the Account available for withdrawal or transfer unless and until the Bank has a reasonable belief that such Entry has been paid.

The Company acknowledges that it shall be bound by and comply with the provision of the Rules regarding making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. The Company specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver the amount of the Entry.

The Company acknowledges that due to the "next day" settlement procedures used by the ACH, there is the possibility of loss to the Bank in the event that the Company does not have Available Funds at the time of settlement. Accordingly, the Bank may from time to time establish or revise maximum dollar limits for the total value of all Entries the Bank will release on the Company's behalf in any 24-hour period. Any instructions exceeding this aggregate limit need not be honored, but may, at the Bank's discretion, be honored. Notwithstanding the foregoing, the Company shall remain liable for all Entries that exceed the foregoing amount, to the extent honored by the Bank. The Bank may change or cancel the limits at any time without prior notice to the Company, although the Bank will try to notify the Company before the Bank does so. The Bank has no obligation to discover and shall not be liable to the Company for any errors made by the Company including, without limitation, errors made in identifying the Receiver or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by the Company.

Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it may notify the Bank of the error and the Bank will make reasonable efforts on behalf of the Company, consistent with the Rules, to correct the Entry. In all such cases, it is the responsibility of the Company to notify its affected customers that an Entry has been made which is at variance with the customer's authorization or is otherwise erroneous. The Bank shall not be liable for such Entries or the Bank's failure to correct the Entry. The Company is responsible for all expenses incurred as a result of the error and shall indemnify, hold harmless and defend the Bank at the Company's sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, resulting directly or indirectly from such errors whether in an action between the Bank and the Company or between the Bank and a third party or otherwise. This indemnification obligation shall survive

termination of the Company's relationship with the Bank.

The Company will be deemed to make the same warranties to the Bank as the Bank makes pursuant to the Rules. Additionally, with respect to each and every Entry transmitted by the Company, the Company represents and warrants to the Bank and agrees that: (i) each person or entity shown as the Receiver on an Entry received by the Bank from the Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by the Bank as provided herein,

(iii) Entries transmitted to the Bank by the Company are limited to those types of credit and debit Entries permitted pursuant to this Agreement. Without limiting the foregoing, the Company acknowledges that International ACH Transactions ("IATs") are not permitted under the terms of this Agreement and the Company represents and warrants to the Bank that no such Entry transmitted by the Company shall be an IAT, (iv) the Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations and orders including, without limitation, the sanctions laws, regulations and orders administered by the United States Treasury Office of Foreign Assets Control ("OFAC"), laws, regulations and orders administered by FinCEN, and any state, laws, regulations or applicable to the providers of ACH payment services. Without limiting the foregoing, the Company agrees that it will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions, and (v) the Company shall be bound by and comply with the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement of such Entry. The Company shall indemnify, hold harmless and defend the Bank at the Company's sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, resulting directly or indirectly from any breach of any of the representations or warranties of the Company set forth herein. This indemnification obligation shall survive termination of the Company's relationship with the Bank.

From time to time, the Bank may request information from the Company with respect to the Company's ACH Services activity for the purpose of evaluating a continuation of the ACH Services and/or adjustments of any limits. The Company agrees to provide the requested information promptly upon request. In connection with these evaluations, the Bank reserves the right to require the Company to establish reserves with the Bank, in amounts calculated by the Bank in its discretion, to cover the Company's obligations to the Bank arising from the Company's use of the ACH Services. Reserves may be expressed as fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages as determined in accordance with the Bank's periodic evaluations. The amount of the reserves required by the Bank, if any, will be communicated directly to the Company from time to time. The Company agrees to establish reserves as required by the Bank within seven (7) days after being notified by the Bank. The Company acknowledges and agrees that the Bank may suspend the Company's ACH Services if the Company fails to establish the required reserves within such seven (7) day period.

When the Company is acting in the capacity as a Third-Party Sender, the Company, in addition to acknowledging the Third-Party Sender Annual Attestation, acknowledges that the Company is bound by the Rules and represents and warrants to the Bank as follows:

1. The Company shall perform all of the duties to verify the identity of any Originator prior to transmission of any ACH Entry. The Company shall be responsible to provide the Bank with any information that the Bank considers reasonably necessary to identify each Originator for which the Bank, as ODFI, transmits Entries. Upon the receipt of a request from the Bank for such information, the Company shall provide the information within two (2) business days of such a request.

2. The Company has agreed to assume the responsibilities of an Originator, as authorized by the Originator, and required by the Rules. In any case in which the Company fails to perform its obligations as an Originator under the Rules, the Company agrees to indemnify the Bank, hold harmless and defend the Bank at the Company's sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, resulting directly or indirectly, from the failure of the Company to perform its obligations as an Originator. This indemnification obligation shall survive the termination of the Company's relationship with the Bank.

3. If the Company performs any obligations of the Bank as ODFI under the Rules, the Company agrees it shall also perform the requirements of an ODFI under the Rules and warrants that it has the legal ability to do so.

4. The Company is obligated to make payment to the Bank for all credit Entries and all debit Entries that are returned by the RDFI. In the event that the Bank does not receive payment from the Company, the Originator of the Entry agrees to pay the Bank.

5. The Company shall ensure that its Originators agree to the responsibilities outlined herein for the retention and delivery of any records, documentation and data related to copies of items, copies of source documents or records of authorization.

6. The Company shall conduct an annual audit of its compliance with the Rules and upon request, to provide documentation supporting such audit within five (5) business days of such request.

7. The Company acknowledges and agrees that Bank as ODFI, has the right to terminate or suspend this Agreement with the Third-Party Sender, or any contractual agreement with each Originator of the Third-Party Sender, for breach of these Rules in a manner that interferes with Bank's compliance with the Rules or other applicable laws.

A COMPANY ACTING AS A THIRD-PARTY SENDER MUST BE ENROLLED IN TIER 3 OF THE BANKUNITED TREASURYSUITE SERVICES.

B. ACH ALERT SERVICES

PLEASE NOTE THAT THE ALERT SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES.

Through ACH Alert Services ("ACH Alerts") the Company can receive notifications via e-mail or text messaging regarding ACH Debit Entries and Credit Entries (as such terms are hereinafter defined) that are presented for payment against its Accounts. For purposes of ACH Alerts, "ACH Entry" shall refer to electronic funds transfers that settle within a Bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and NACHA; "Debit Entry" shall refer to any ACH Entry which has the intended result of removing funds from the Company's Account(s); and "Credit Entry" shall refer to any ACH Entry which has the intended effect of depositing funds to the Customer's Account(s).

To activate ACH Alerts, the Company shall complete the Bank's enrollment form ("Enrollment Form") designating which Accounts are to be enrolled ("Designated Account"). The Company shall also provide a valid telephone number and/or e-mail address where alert notifications ("Alert Notification") are to be sent. Company may choose to receive ACH Alerts "per transaction" or "per Designated Account." Alert Notifications are sent to the Company's designated authorized representatives. Bank shall be allowed a reasonable period of time in which to process the Enrollment Form following its receipt from the Company. Bank shall not be obligated to process any Enrollment Form that is missing any information or is otherwise incomplete.

The Company acknowledges and agrees that each Alert Notification may not be encrypted and may include the name of the Company originating the entry, and certain information pertaining to the Designated Account. Receipt of an Alert Notification may be delayed or prevented by factors affecting the Company's internet or telecommunications service providers. The Bank neither guarantees the delivery nor the accuracy of the contents of any Alert Notification.

Through ACH Alerts, the Company can individually authorize every ACH Debit Entry and Credit Entry to its Designated Account or opt to preauthorize transactions for trusted companies. If Company elects to preauthorize transactions, Company shall be responsible for defining customized instructions based on parameters such as acceptable payees, amount, and frequency of transactions. The Company also must provide a default decision of either pay or return for non-preauthorized entries not decisioned by the daily cut-

off time established by the Bank. The Company is solely responsible for maintaining and updating all information for preauthorized transactions. Failure to do so may result in the return of an authorized ACH Debit Entry or Credit Entry or the allowance of an unauthorized ACH Debit Entry or Credit Entry.

Incoming Debit Entries or Credit Entries that originate from pre-authorized originators will be processed and posted to the Designated Account. Alert Notifications will only be sent for non-preauthorized incoming Debit Entries and Credit Entries. Upon receipt of an Alert Notification, the Company must instruct the Bank whether to pay or return the item prior to the Bank's established cut-off time on the Business Day immediately following the settlement date of the entry. Any Debit Entry or Credit Entry not decisioned by Company prior to the Bank's established cut-off time will be processed in accordance with the Company's default instructions. Company waives any claim of wrongful dishonor or return, or wrongful payment or acceptance associated with any Debit Entry or Credit Entry that is returned or paid as a result of the Bank's reliance on the Company's default instructions.

The Company acknowledges and agrees that ACH Alerts is only applicable for ACH transactions identified with Standard Entry Class (SEC) Codes of CCD, CTX, PPD, ARC, BOC, RCK, POP, WEB, and TEL.

The Company acknowledges and agrees that the Bank assumes no duty to identify and/or block and ACH Alerts may not identify and/or block any duplicate Debit Entries or Credit Entries presented. As such the Company agrees to promptly review all statements, reports, and other transaction information that the Bank makes available to Company.

Company may not use ACH Alerts to reverse or block any ACH Debit Entry or Credit Entry for any reason other than that a transaction is "unauthorized" or "improper" (as designated by the Company). ACH Alerts may not be used to reverse transactions in the event there are insufficient funds in the Company's Accounts or to reverse an otherwise authorized transaction.

The Company acknowledges that the return of an ACH Debit Entry or Credit Entry is subject to dispute on the part of the originator. In the event of such a dispute the Company acknowledges and agrees that the Bank must act in accordance with the NACHA Rules. Without limiting any of its indemnification obligations to the Bank, the Company hereby agrees to accept liability for and hold Bank harmless from and against any and all, damages, losses, fines, fees, taxes, liabilities, costs and expenses including, without limitation, reasonable attorney's fees, arising out of or related in any way to the Bank processing a Debit Entry or Credit Entry in accordance with the Company's instructions.

Any Debit Entry that is paid in accordance with ACH Alerts shall be considered properly payable and the Company agrees that Bank shall have no liability to Company for paying any Debit Entry in accordance herewith. Notwithstanding anything to the contrary contained herein, Bank may, but shall not be obligated to, pay any Debit Entry if there are not Available Funds on deposit in the Designated Account.

The Company acknowledges that failure to use the Bank's ACH Alerts Service could substantially increase the likelihood of undetected fraudulent activity on its Account(s) and that it is neither unreasonable nor unreasonable under the circumstances for the Bank to require Company to use its ACH Alerts Service upon request. Company agrees that if it fails to implement the ACH Alerts Service following the Bank's request to do so, Company will be precluded from asserting any claim against the Bank for paying an unauthorized, altered, counterfeit or other fraudulent item that the ACH Alerts Service was designed to detect or deter, and Bank will not be required to re-credit your Account(s) or otherwise be liable to Company for paying such item.

C. ZERO BALANCE ACCOUNT TRANSFER SERVICES

PLEASE NOTE THAT THE ZERO BALANCE ACCOUNT TRANSFER SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES.

With the Bank's Zero Balance Account Transfer Services, the Company can eliminate excess balances in separate accounts and maintain greater control over disbursements. The Company will designate one master

funding account ("Master Account") from which Available Funds will be transferred to and from each zero-balance account ("Subsidiary Account") at the close of each business day such that the balance in such Subsidiary Account shall be the target balance set by the Company (the "Target Balance"). If the Company fails to specify a Target Balance for a Subsidiary Account, the Target Balance for such an account shall be zero dollars. If a Subsidiary Account does not have sufficient Available Funds to cover any checks paid or debits made (collectively "Debits") from such account, the Bank will automatically transfer Available Funds from the Master Account in an amount sufficient to pay such Debits and bring the Subsidiary Account to its Target Balance; provided, however, if more than one Subsidiary Account is linked to a Master Account, the Bank will transfer Available Funds from the Master Account to cover Debits from all Subsidiary Accounts prior to making transfers from such Master Account to restore the Target Balance in any Subsidiary Account. If there are insufficient Available Funds in the Master Account to cover all Debits from all Subsidiary Accounts, the Bank reserves the right, in its sole discretion, to pay or return any such Debits. The Bank is hereby authorized to add or remove Subsidiary Accounts from time to time upon receipt of written notice from an authorized signer on the Master Account.

The Company acknowledges and agrees that, in the event that the Bank receives any levy, garnishment, restraint, or other legal process freezing or otherwise restricting access to funds on deposit in the Master Account or a Subsidiary Account, the Bank may, at its option and without liability, refuse to honor orders to pay, transfer or withdraw funds from any and all Accounts to the extent permitted by applicable law.

D. ACCOUNT RECONCILIATION SERVICE

PLEASE NOTE THAT THE ACCOUNT RECONCILIATION SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES.

The Bank's Account Reconciliation Service ("ARP Service"), enables the Company to manage, track and reconcile payment activity in its Account(s). We offer both full and partial account reconciliation, as well as a deposit reconciliation service.

Our ARP Service applies only to checks issued by the Company from the Account(s) designated for the ARP Service and only to those checks that are presented for payment through customary interbank clearing methods. The Company acknowledges that customary interbank clearings do not include items presented for payment at a teller window, through an ATM or by mail. The Bank may, at its sole discretion, attempt to compare the Check Information (as hereafter defined) against such items, however, the Bank will not be liable for its failure or refusal to do so, even if the Bank has done so on previous occasions.

The Company's enrollment in the ARP Service does not alter Company's obligations to regularly review its Account activity and promptly report to the Bank any errors, discrepancies, or unauthorized transactions.

The Company shall electronically transmit to the Bank, no later than 10:00 p.m. ET on the business day that a check(s) payable on its Account(s) is issued, a file containing the following information for each check: check number, issue date, check amount, account number and any such other information that the Bank may require from time to time ("Check Information").

Full Reconciliation

Within five (5) business days after the closure of the applicable Account statement cycle, the Bank will provide a reconciliation report package, including a consolidated balance sheet and check paid report, detailing the Company's account activity during the cycle.

Partial Reconciliation

Within five (5) business days, after the close of the applicable Account statement cycle, the Bank will provide a report package including a consolidated profile of checks paid and checks outstanding for the period.

Deposit Reconciliation

With Deposit Reconciliation, if the Company has multiple business locations depositing checks to a single account, the Bank will segregate the deposits by location. Company is required to use pre-encoded deposit tickets when making check deposits to the Account. The Bank will report the deposit information by location and in the aggregate within five (5) business days after the closing of the applicable statement cycle.

The Company acknowledges that any reports issued by the Bank in connection with the ARP Service are being provided solely as an accommodation to the Company and the Bank makes no representation or warranty regarding the accuracy of the information contained therein.

E. POSITIVE PAY SERVICES

PLEASE NOTE THAT THE POSITIVE PAY SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES.

The Bank's Positive Pay Services ("Positive Pay Services") are designed to assist the Company in the timely identification of unauthorized or suspect check activity on its Accounts. The Bank offers the following three options within its Positive Pay Services: (i) Positive Pay; (ii) Payee Positive Pay and (iii) Reverse Positive Pay. Prior to commencing use of the Positive Pay Services, the Company must provide Bank with a test file and must do so in the form and within the time frame we require.

Positive Pay

The Company shall submit a check issue file ("Issue File") to the Bank by 10:00 p.m. ET on the business day on which the Company issues a check(s) that accurately contains the following information with respect to each check drawn on its Account since the last Issue Report was submitted: (a) account number; (b) check serial number; (c) dollar amount of each check and any other information the Bank may require (collectively, the "Issue Information"). For first time users of Positive Pay, a list of all outstanding checks as of that day must be sent to the Bank. The Issue File shall be electronically transmitted to the Bank in a format mutually agreed upon by the parties.

The Bank shall electronically compare the Issue Information with each check presented for payment ("Presented Item"). If the Issue Information matches the information on a Presented Item, the Bank is hereby authorized to pay such item. If any of the Issue Information does not match the information on a Presented Item, the Bank will identify the item as an exception item ("Exception Item") and report it to the Company by sending an exception report ("Exception Report") specifying the item serial number, the item amount and the reason why the item is an Exception Item. The Exception Report will be made available to the Company electronically generally by 9:30 a.m. ET, or such other time as may be established by Bank from time to time, on the business day following the business day the Exception Item is presented for payment. The Company shall promptly review the Exception Report each business day. The Company must timely notify Bank whether to pay or return each Exception Item before 3:00 p.m. ET, or such other cut-off time as may be established by the Bank from time to time, on the same business day the Exception Report is made available to the Company. If the Company fails to notify the Bank of its instructions with respect to an Exception Item prior to the established cut-off time, the Exception Item will be paid or returned in accordance with the Company's default instructions. If no default instructions have been provided, the Exception Item will be returned.

Payee Positive Pay

Payee Positive Pay enhances the Bank's Positive Pay Service by additionally comparing the payee's name from the Presented Item against the payee's name on the Issue Information. As part of the Issue Information, Company will also include the payee's name. When items are presented for payment, in addition to comparing the check number and amount, the payee's name will also be compared to the name presented in the Issue Information. Company will provide Bank with pay or return instructions for Exception Items that either do not have a payee match or that have a payee match but that do not match the MICR information provided by Company to Bank. In the event we are unable to perform the payee's name comparison on any day that an item posts to your Account(s), the Payee Positive Pay Service will revert to Bank's Positive Pay service for that day.

Reverse Positive Pay

Reverse Positive Pay allows the Company to review all checks presented against its Accounts. Each business day, Bank will electronically send Company a file with a list of checks presented for payment the previous business day ("Reverse Positive Pay Report"). Checks that are presented over the counter for deposit will appear on the Reverse Positive Pay Report made available to the Company on the second business day after the day of deposit. Checks that are presented over the counter for encashment are not eligible for Reverse Positive Pay. The Reverse Positive Pay Report will be made available by 9:30 a.m. ET. The Company shall compare the information on the Reverse Positive Pay Report to the Company's Issue Information. The Company shall notify Bank no later than 3:00 p.m. ET whether to pay or return each item on the Reverse Positive Pay Report. If the Company fails to notify Bank of its instructions with respect to an item on the Reverse Positive Pay Report prior to the established cut-off time, the Exception Item will be paid or returned in accordance with the Company's default instructions. If no default instructions have been provided, the Exception Item will be returned.

General Terms and Conditions Applicable to all Positive Pay Services

The Company acknowledges and agrees that by enrolling in and using the Positive Pay Services, each Presented Item will be processed as described herein and that Bank shall have no obligation to perform its customary or any other check verification procedures including, without limitation, inspecting any check for the presence of any number of designated signature(s) or determining whether any signature is authorized or valid. The Company further acknowledges and agrees that if Bank acts in accordance with the procedures set forth herein in paying items through the Positive Pay Services, Bank shall be deemed to have exercised good faith and ordinary care as defined by Articles 3 and 4 of the Uniform Commercial Code ("UCC") and Bank shall have no liability whatsoever in paying such item(s). With respect to any item dishonored or returned by Bank in accordance with Company's instructions, Company waives and releases any claim that the item is properly payable and any claim against Bank for wrongful dishonor under the UCC and any Other Agreement between Company and Bank or otherwise.

The Company understands that the Bank's Positive Pay Service may not identify counterfeit or duplicate checks. The Company agrees to promptly review all statements, returned items, reports and other check and transaction information that is made available to the Company, and to immediately report any identified discrepancies to the Bank.

Nothing herein shall affect the Bank's right to return any check if the Company's Account on which such a check was drawn does not contain Available Funds to pay such item or if the Bank in its sole discretion determines that such item is not properly payable. Additionally, the Bank may, without liability to the Company, refuse to pay any check presented for payment at any of the Bank's branch locations. If the Bank decides to pay an item presented for encashment at the teller line of one of its branch locations, the Company authorizes the Bank to pay such item based upon the Issue Information at the teller line. The Bank may charge a person who presents an item drawn on the Company's Account(s) a fee at the time of encashment.

Company acknowledges and agrees that Bank shall have no obligation to insure the receipt or accuracy of any information or data furnished by Company in connection with the Positive Pay Services and shall have no obligation to make any inquiry or initiate any follow-up investigation regarding the receipt or accuracy of such information or data.

The Company agrees that the Positive Pay Services are intended to be used to identify and return items which Company suspects, in good faith, are fraudulent, and are not intended to be used as a substitute for Company placing stop payment orders on items which Company does not wish to be paid and which are not suspected as being fraudulent. If Bank suspects or concludes, in its sole discretion, that Company is using the Positive Pay Services in violation of the previous sentence, the Bank may require the Company to provide evidence that the items the Bank is being requested to return pursuant to Company's instructions are in fact fraudulent. The Company shall be responsible for reimbursing Bank for any and all costs, expenses, losses (including, without limitation, attorney's fees and court costs) that Bank may sustain on items returned under the Positive Pay Services which are not established to be fraudulent items.

The Company acknowledges that Company's failure to use the Positive Pay Services could substantially increase the likelihood of undetected fraudulent activity on its Accounts and that it is neither unreasonable nor

unreasonable under the circumstances for us to require Company to use our Positive Pay Services upon request. Company agrees that if it fails to implement the Positive Pay Services following Bank's request that it do so, Company will be precluded from asserting any claim against Bank for paying an unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Services were designed to detect or deter, and Bank will not be required to re-credit your Account(s) or otherwise be liable to Company for paying such item.

F. WIRE TRANSFER SERVICES

PLEASE NOTE THAT THE WIRE TRANSFER SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES. COMPANIES ENROLLED IN TIER 2 OF THE BANKUNITED TREASURYSUITE SERVICES: (I) MAY ONLY USE THE WIRE TRANSFER SERVICES TO SEND WIRES DOMESTICALLY; AND (II) ARE LIMITED TO FIVE (5) OUTGOING WIRE TRANSFERS AND TWO (2) INTRABANK TRANSFERS PER MONTH.

the Bank's Wire Transfer Services, enable Company to electronically issue instructions to initiate domestic and certain international funds transfers (each a "Funds Transfer" and collectively, "Funds Transfers")) from an Account(s) to a specified deposit account of the Company or a third party at the Bank or other financial institution. Each such instruction shall be deemed Company's Payment Order. Unless otherwise defined herein, any capitalized terms shall have the meaning as set forth in this Agreement or Article 4A of the Uniform Commercial Code, as applicable.

Company may issue Payment Orders for either one-time Funds Transfers or create templates for Funds Transfers made on a repetitive basis which involve the same Company Account and beneficiary account. All Payment Orders sent to Bank shall be in the format specified by Bank. The Company agrees to provide all information that the Bank may require, specify or request in connection with a Payment Order. The Company is responsible for obtaining any authorization necessary, including, under applicable law, for the beneficiary designated by the Company to receive payment by wire transfer. Company is solely responsible for the accuracy and completeness of each Payment Order including, without limitation, any templates created for repetitive transfers, sent to Bank in connection with the Wire Transfer Service and shall be solely liable for any error or omission in any Payment Order or any other information that Company provides to Bank in connection with the Wire Transfer Service. Bank shall have no liability to Company for any loss or liability which Company may incur after the Bank has executed a Funds Transfer based on Company's Payment Order including, without limitation, any loss or liability due to Company's error in creating a template for a repetitive Funds Transfer.

Bank's processing of Payment Orders and other instructions is subject to Bank's applicable cutoff times, processing schedule and rules and requirements as communicated to Company by Bank from time to time. The Company agrees to comply with such rules and requirements. Cutoff times may vary at Bank's sole discretion. If Bank receives a Payment Order after the applicable cutoff time or on a non- business day, without any obligation to notify Company, Bank, at its sole option, may either treat such Payment Order as being received on the next business day, or cancel such Payment Order and require resubmission. The Bank is not obligated to confirm receipt of a Payment Order.

The Bank may from time to time establish daily transaction limits for the total value of Funds Transfers that may be performed through the Wire Transfer Services by or on behalf of the Company in any 24-hour period. Any Fund Transfers exceeding this aggregate limit need not be honored, but may, at Bank's sole discretion, be honored. Bank may change or cancel these transaction limits at any time without prior notice to Company, although the Bank will endeavor to notify Company before Bank does so.

Payment Orders initiated by Company through the Wire Transfer Services shall be verified and approved by Company prior to transmission of the Payment Order to Bank. The Company acknowledges and agrees that the Company is responsible for any Payment Order and associated funds transfer, whether or not authorized, originated in accordance with the terms set forth in this Agreement. Bank strongly recommends that Company designate one (1) authorized user as the initiator of a Payment Order and at least one (1) authorized user as the approver of a Payment Order. The Bank further recommends that an authorized user not act as either an

initiator or approver. Notwithstanding Bank's recommendation, if Company permits an authorized user to act as both the initiator and the approver, Company hereby authorizes and directs Bank to process a Funds Transfer initiated and approved by such authorized user. Company acknowledges that not using a dual validation approval process substantially increases Company's risk of liability for an unauthorized transaction. The Company hereby releases Bank from and against any and all claims, losses and/or damages including, without limitation, attorney's fees, court costs and related litigation expenses, arising from or related in any way to Company's waiver of the dual validation approval process recommended by Bank.

Company covenants that all Funds Transfers originated by or on behalf of Company shall comply with the terms of this Agreement and all applicable laws, rules and regulations including, without limitation Article 4A of the Uniform Commercial Code and all anti- money laundering and exchange control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC").

Upon Bank's receipt of a Payment Order from Company, Bank is authorized and directed to execute such request and charge the appropriate Account for the amount thereof plus any applicable fees and charges. If Bank receives or processes more than one Payment Order payable from an Account, or if the Account is subject to other activity on any business day, Bank may debit the Account for such Payment Orders or other activity in any order that Bank determines, in its sole discretion, regardless of the order in which they are received, subject to applicable law. In the event that any Payment Order or any other activity exceeds the amount of available funds in the Account, Bank may but has no obligation to execute such Payment Order or other activity. Further, Bank has no duty to check an Account to determine if there are sufficient available funds prior to executing a Payment Order or other activity. If Bank elects to perform such a transaction, Company shall remain liable for all amounts transferred including, without limitation, funds transferred in excess of the available funds in the Account. In such event, Bank may charge the Account, or any other account Company maintains with Bank at any time for payment of the amount of the overdraft and any applicable fees and expenses.

The Bank is further authorized, but has no responsibility, to receive incoming Funds Transfers for credit to Company's Accounts and to post such funds to the Account(s) specified in the transfer instructions. Incoming Funds Transfers are conditional upon settlement and Bank has no responsibility to accept any such transfers for Company's benefit or pay Company the amount of such incoming Funds Transfer until Bank receives final settlement. Should Bank not receive such a final settlement, Company authorizes Bank to reverse any such Funds Transfer. If there are not sufficient collected funds in the Account, Company agrees to refund all amounts Bank paid to Company relating to the transfer.

Bank may use any payment network, clearinghouse, correspondent, intermediary, agent or sub-agent (collectively "Correspondent") including, without limitation, the Fedwire Payment System ("FEDWIRE"), the Clearing House Interbank Payment System (CHIPS) and the Society for Worldwide Interbank Financial Telecommunications (SWIFT) as Bank, in its sole discretion, determines is appropriate when processing a Funds Transfer. The Company acknowledges that the Bank's ability to execute a Funds Transfer is subject to the funds transfer systems rules and by the funds transfer system capabilities of each Correspondent. Once a Funds Transfer is accepted by a Correspondent, it is that Correspondent's responsibility to pay the funds to the beneficiary and complete the Funds Transfer and Bank will no longer have any control over the funds. Bank is not responsible or liable for any delay in processing a Funds Transfer or making funds available to the beneficiary including, but not limited to, if related to a Correspondent's fraud and/or sanctions screening procedures or compliance with the Bank Secrecy Act, OFAC requirements or other similar laws or regulatory requirements. Further, in addition to Bank's fees and charges for Funds Transfers, other fees, charges, foreign exchange commissions, interest, expenses, or taxes may be charged or collected by Correspondents and governmental agencies in connection with the processing, execution, acceptance, transmission, or receipt of any Funds Transfer. These charges may be deducted from the principal amount of any Funds Transfer, debited from the Account, or debited from the recipient account. ACCORDINGLY, THE AMOUNT RECEIVED BY THE RECIPIENT OF A FUNDS TRANSFER MAY BE LESS THAN THE ORIGINAL PAYMENT ORDER AMOUNT. Bank may receive a portion of these charges, including as a rebate, revenue share, commission, or other payment. Bank is not obligated to determine or advise Company of the amount of these charges. Bank may route a Payment Order through a Correspondent that imposes higher charges than those imposed by other Correspondents.

If the Company requests that United States Dollars be sent to a beneficiary, beneficiary institution or other institution located outside of the United States, Bank or any Correspondent may automatically convert the Funds Transfer from U.S. Dollars to the currency of the country of the beneficiary's financial institution, unless Company instructs us otherwise ("Auto Convert"). The rate of exchange will be the applicable rate in effect at any point in the processing chain as determined by either Bank or its designated Correspondent in its sole discretion. The Company agrees to accept the resulting determination of the currency exchange rate. Alternatively, when a beneficiary's Bank (or its correspondent Bank) converts a U.S. Dollar transaction into a foreign currency, such conversion shall be subject to rates and fees assessed by such banks and may be further subject to various local laws and practices. The Bank has no control over those rates, fees or conditions, and Company authorizes Bank to process any resulting changes or credits to Company's Account. In the event that Company's Funds Transfer is automatically converted by Bank or its designated Correspondent, and the foreign beneficiary requires the payment to be received in U.S. Dollars, the wire will be re-converted by Bank's designated Correspondent and settled in U.S. Dollars.

If Company requests a Funds Transfer in a currency other than U.S. Dollars ("FX Funds Transfer"), Bank will debit the Account for the amount requested in U.S. Dollars for the amount of the transfer requested based upon Bank's rate of exchange for that foreign currency in effect at the time the Payment Order is received by Bank or at any other rate as is agreed to by the parties. The Company acknowledges that a FX Funds Transfer must be based on a currency that we trade in. For a current list of currencies we trade in, please contact your Treasury Management Officer. Acceptance of the exchange rate by the Company is an irrevocable agreement to complete the transaction. Company acknowledges and agrees that foreign exchange rates are constantly changing due to market conditions and Company bears sole risk of any and all market fluctuations. Additionally, Company will be liable for any and all losses, costs, commissions, fees, and damages incurred and/or paid by Bank if the transaction is not completed, if the FX Funds Transfer is reversed or returned, or if the transaction is cancelled.

The Company understands and agrees that FX Funds Transfer (hereafter defined) transactions may not be future dated. If Bank informs Company of any "value date" or estimated date that a Funds Transfer may arrive at the beneficiary's Bank, Company understands that such information is an estimate only based on information available at the time the Payment Order is received, and Bank provides no promise or guarantee that the Funds Transfer will be deposited in the beneficiary's account by that date.

The Company understands that Auto Convert and FX Funds Transfer transactions are subject to transactional, sovereign, and other risks including, without limitation, applicable regulations, and restrictions of U.S. and foreign governments relating to foreign exchange transactions, trade restrictions and embargoes, time-zone issues, and cultural differences with respect to holidays and times of observation, and Company agrees to assume and bear all such risks. Neither Bank nor any of its Correspondents shall be responsible for any liability Company may incur if its currency exchange rates are different from rates offered or reported by third parties or offered by Bank or our Correspondents at a different time, at a different location or for a different transaction amount.

If an Auto Convert or FX Funds Transfer wire is returned for any reason, Company agrees to accept any foreign money credit refund in U.S. Dollars, based on our then current buying rate, converting the currency to U.S. Dollars on the date of the refund, less any fees and expenses including, without limitation, any Correspondent or beneficiary Bank fees, and re-credit such amount to Company's Account. Company agrees to accept this amount as a full refund, even if it is less than the original amount Bank transferred.

Bank reserves the right to reject or delay any Payment Order or associated Funds Transfer for any reason in Bank's sole discretion including, but not limited to, Bank's good faith belief that (i) it is unable to obtain proper and satisfactory verification of such Payment Order; (ii) there is any inconsistency between a Payment Order and information previously supplied to Bank; (iii) a Payment Order is not initiated in accordance with Bank's Security Protocols; or (iv) there are insufficient or uncollected funds in the Account specified in the Payment Order. Bank shall not be liable for any losses sustained by Company for Bank's refusal to accept a Payment Order. Additionally, Bank shall be excused from failure to transmit a Funds Transfer or delay acceptance of a Payment Order if Bank is required to take or refrain from such action by any legal, regulatory or governmental authority, or if Bank reasonably believes that such action may violate any applicable laws, rules or regulations, including, without limitation any regulations issued by OFAC. In such event Company

irrevocably agrees that Bank may retain any monies transmitted to Bank, which monies shall not bear interest. Company further agrees that Bank may retain such monies until Bank receives a written release from the appropriate legal, regulatory, or governmental authority, or may pay such monies to the appropriate legal, regulatory or governmental authority, if and when required by law. Bank may disclose or make information available to such legal, regulatory, or governmental authorities concerning any Payment Order or associated Funds Transfer as Bank reasonably believes is necessary or appropriate. Notwithstanding anything to the contrary contained herein, Bank, in its sole discretion, except when prohibited by applicable law, may reject any Payment Order it receives from Company for any reason. Company understands and agrees that in the event that Company submits a Payment Order which identifies the beneficiary by both name and a unique numeric or alpha- numeric identifier (e.g. CHIPS UID, FEDWIRE RN, SWIFT BIC, or ABA account number), Bank, our Correspondents, the beneficiary's financial institution and any other banks participating in the Funds Transfer, may rely solely on the unique identifier, even if it identifies a party different from a party named within the Payment Order, and such reliance shall be binding upon Company. Neither Bank, our Correspondents, the beneficiary's financial institution nor any other participating banks shall have any liability for executing any Payment Order, even if it has knowledge of the discrepancy or inconsistency.

If Bank receives notice that a Funds Transfer transmitted by Bank has been rejected by a Correspondent, a beneficiary Bank or another Bank participating in the Funds Transfer, Bank shall endeavor to notify Company of such rejection including the reason given for rejection. Upon rejection, Bank shall have no further obligation to act upon a Payment Order, nor shall Bank have any liability to Company due to rejection by another person in the Funds Transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any Funds Transfer.

Company is put on notice that Payment Orders are considered final and irrevocable. Once completed, the consent of the beneficiary's Bank and in some cases the consent of the beneficiary is needed in order to recover the transferred funds, if there are any funds left to recover. Company may request Bank to recall or amend a Payment Order after it has been sent, but Bank is not obligated to assist Company in its recovery efforts. The Bank may also condition its assistance upon the Company agreeing to make Bank whole for all costs of recovery. Company is reminded that as completed Payment Orders are considered final, Bank's efforts to recall or amend a Payment Order will not always be successful as it will require the consent of third parties outside of Bank's control, and Bank shall have no liability if such recovery is not effected for any reason.

G. REMOTE DEPOSIT CAPTURE SERVICES

PLEASE NOTE THAT THE REMOTE DEPOSIT CAPTURE SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES.

Through the Bank's Remote Deposit Capture Services, the Company may, from time to time, make remote deposits to a Company Account by scanning checks on a desktop scanner and electronically transmitting the data and image of the check to Bank (the "RDC Services").

To be eligible to enroll in and use the RDC Services, the Company must be approved by the Bank. The Company agrees to provide the Bank with such financial, business, and operating information as the Bank may reasonably request in connection with the Bank's approval process. If approved, the Company shall be responsible, at the Company's sole cost and expense, for acquiring and installing any hardware, including, but not limited to, a personal computer and an image scanner (the "Equipment") required to access the RDC Services. The Company must use Equipment that meets the Bank's technical requirements. The Company acknowledges and agrees that it is solely responsible, at the Company's cost and expense, for the use, operation, performance, and maintenance of all Equipment. The Company further acknowledges and agrees that it will perform or cause to be performed all vendor recommended maintenance, repairs, upgrades, and replacements by properly trained personnel. The Bank shall not be liable to the Company for any malfunction, non-function, inaccuracy, or other failure of the Equipment used by the Company to access the RDC Services, regardless of whether the Bank approved such equipment.

The Company agrees to use the Equipment in a manner consistent with the terms of this Agreement and for

no other purpose. The Company shall be responsible for installing and implementing any changes and upgrades to the Equipment that may be required by the Bank within five (5) days of notification thereof to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the RDC Services. The Company shall be responsible for training its own employees on how to use the Equipment and RDC Services.

The Company agrees that it will only submit checks for processing through the RDC Services that meet the definition of a "check" set forth in Federal Reserve Board Regulation CC, as amended from time to time ("Regulation CC"), and only those checks that are permissible under this Agreement, or such other items that Bank, in its sole discretion, elects to include in the RDC Services. The Company further agrees that it shall not process any Non-Qualifying Items through the RDC Services. For purposes of this Agreement the term "Non-Qualifying Items" shall be deemed to be any check that (a) is payable to any person or entity other than the person or entity that owns the account that the check is being deposited into, (b) contains an alteration on the front of the check or the Company knows or suspects, or should have known or suspected, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (c) is payable jointly, unless deposited into an account in the name of all payees, (d) is a "substitute check", including previously truncated and reconverted substitute checks, or is a "remotely created check", or an "electronically created item" as such terms are defined by Regulation CC, (e) is a savings bond, (f)is drawn on a financial institution located outside of the United States, (g) is not payable in United States currency, (h) is dated more than 6 months prior to the date of deposit and (i) is payable on sight or payable through drafts, as defined in Regulation CC, and has been previously submitted through a mobile or remote deposit service at the Bank or offered at any other financial institution. In the event that a Non-Qualifying Item is processed through the RDC Services, such processing shall not constitute a waiver by the Bank or obligate the Bank to process any other Non-Qualifying Items through the RDC Services in the future. If the Company deposits a Non-Qualifying Item, the Company agrees to reimburse the Bank for any losses, costs, and expenses, including, without limitation, reasonable attorney's fees, court costs and related litigation fees and expenses, the Bank may incur in connection with any warranty or indemnity claims.

The Company bears sole responsibility for the care and security of any original paper items in its possession. In this regard, Bank strongly recommends that Company insert the following above its endorsement on each original item that is scanned for transmission through the RDC Services: FOR DEPOSIT ONLY AT BANKUNITED, N.A., ACCOUNT NUMBER [NUMBER]. The Company shall scan and capture the image of the front and back of each check as well as the MICR (Magnetic Ink Character Recognition) encoding line on each check ("Image"). The Company shall ensure that all Images meet the American National Standards Institute ("ANSI") standards for image quality required by Regulation CC, and with any requirements set by the Federal Reserve Board, any other regulatory agency with jurisdiction over Bank, or any clearing house or association that Bank uses, or agreement Bank has with respect to processing checks. Each Image shall be of such quality that the following information can be clearly read:

1. the amount of the check.
2. the payee of the check.
3. the signature of the drawer of the check.
4. the date of the check.
5. the check number.
6. the information identifying the drawer and the paying institution that is preprinted on the check, including the MICR line, the routing transit number, and the account number on which the check is drawn; and
7. All other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The Company shall inspect and verify the quality of Images and ensure that the digitized images are legible for all posting and clearing purposes. Please note that we do not recommend using the RDC Services for the deposit of money orders or travelers checks. Any money orders or travelers checks deposited using the RDC Services shall be at Company's sole risk. If Company elects to deposit a money order or travelers check through the RDC Services, the order must have been delivered to, received by, and deposited by Company in the ordinary course of Company's business. The Company must handwrite the amount of the money order

on the face of the instrument prior to scanning the item. The Company agrees that it shall be responsible for depositing any checks or other items that do not meet image quality standards directly at the Company's branch of account. After capturing the Images, the Company shall transmit one or more files containing such Images and all required information ("Batch") to the Bank in accordance with the reference materials (a copy of which have been provided to the Company) as same may be amended from time to time. Together with each Batch, the Company shall also transmit a control total reflecting the aggregate amount of the checks in the Batch for deposit. The Company shall be solely liable for any Batch or Images that are not received by the Bank or are intercepted or altered by an unauthorized third party. Batch file transmissions will be deemed to have been deposited only when the file is actually received and accepted for processing by the Bank. Files received by the Bank prior to 7:30 p.m. ET on a business day shall be deemed to have been received on that day. Files received after the 7:30 p.m. ET cutoff time on a business day, or at any time on a day that is not a business day, shall be deemed to have been received on the following business day.

A Batch will be deemed to have been received and accepted by the Bank for deposit when all of the following have occurred: (i) the Bank has preliminary verified that the image quality of the checks is acceptable to the Bank in its sole discretion; (ii) all information is complete and the deposit totals balance to the information provided for the Batch. Subject to the provisions of this Agreement, the Bank shall provisionally credit the appropriate Company Account based upon the information provided by the Company. All items submitted through the RDC Services, however, shall be subject to the Bank's verification and final inspection and may be rejected by the Bank in its sole discretion without liability. The Company shall be responsible for verifying the Bank's receipt of a Batch by confirming that deposits have been posted to the appropriate Account. The Bank shall have no obligation to notify the Company of the rejection of a Batch or any Image in a Batch but will make reasonable efforts to do so. Funds from items processed pursuant to this Agreement will be made available for withdrawal in accordance with Bank's Funds Availability Disclosure, as same may be amended from time to time.

The Bank in its sole discretion shall determine the manner in which items shall be presented for payment to the financial institution on which the original check is drawn or through which it is payable (the "Drawee Bank"). If the Bank converts a digitized image to a substitute check, that substitute check will be presented to the Drawee Bank through the check collection channels that the Bank would otherwise use to present a check to the Drawee Bank. If the Bank elects to process the item as an image exchange item, the Bank will forward the item for presentment to the Drawee Bank through the electronic item collection channels that the Bank would other use to present an electronic item to the Drawee Bank. All such processing and presentment shall be done in accordance with timelines established by the Bank from time to time.

The Bank may from time to time establish exposure limits, including per deposit limits and daily deposit limits for the total value of Images that may be deposited through the RDC Services by or on the Company's behalf in any 24-hour period. Any Batches exceeding this aggregate limit need not be honored, but may, at the Bank's sole discretion, be honored. The Bank may change or cancel these deposit limits at any time without prior notice to the Company, although the Bank will endeavor to notify the Company before the Bank does so.

If any item previously deposited by the Company is dishonored and/or returned unpaid for any reason, the Company acknowledges and agrees that the original item will not be returned, and the Company shall only be entitled to receive back a copy of a substitute check representing the returned deposited item. In the event that the Company requests that a returned item be re-presented, the Company may only redeposit the substitute check and not the original check, regardless of whether such original check has not yet been destroyed by the Company, at a Bank branch location. Company acknowledges and agrees that any original items for redeposit shall not be processed through the RDC Services.

With respect to each and every item presented electronically for deposit through the RDC Services, the Company represents and warrants to the Bank as follows: (a) the Image completely and accurately represents all of the information on the front and back of the check as of the time the Company converted the check to an Image including, without limitation the data contained in the MICR line of the check; (b) the Image contains all necessary endorsements; (c) neither the checks nor the Images contain any alterations; (d) all signatures on items transmitted are authentic and authorized; (e) there will be no duplicate presentment of a check in any form, including an Image; (f) the Company makes all encoding, transfer, presentment and other warranties that

the Bank is deemed to make under applicable law, including, without limitation, those that would have applied had Company deposited the original paper item, and those made under the UCC, Regulation CC, and the rules of any image exchange network or clearinghouse; (g) each drawer of a check that has been converted to an Image was properly notified that the check may be converted; (h) no subsequent transferees of the item(s) including, but not limited to, the Bank, a collecting or returning Bank, drawer, drawee, payee or endorse, shall sustain a loss as a result of the fact that the Image was presented for payment or returned instead of the original item; (i) all information provided by the Company to the Bank is true, accurate and complete and properly reflects the business, financial conditions and principal partners, owners or officers of the Company; (j) the Company is not engaged or affiliated with any businesses, products or methods of selling other than those disclosed by the Company to the Bank; (k) the Company is authorized to enter into and perform its obligations under this Agreement; (l) all checks and business transactions of the Company are, and will be, bona fide, and the Company is a person authorized to collect each item transmitted; (m) after submission of the Image, the Company will not deposit with us or any other deposit taking institution, or otherwise negotiate, endorse or transfer the original item (unless we have notified Company that the Image was 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); (n) no person will receive a transfer, presentment or return of, or otherwise be charged for, the original item, an electronic check or electronic returned check, a substitute check, or a paper or electronic representation of a substitute check such that the person will be asked to make payment based on an item it has already paid; (o) neither the Image nor the original item has been previously submitted or deposited with us or with any other person or entity; (p) after an Image has been transmitted to Bank, Company will not have the item stopped or cancelled or have a replacement issued; (q) there is no action, suit or proceeding pending or to the Company's knowledge threatened which, if decided adversely would impair the Company's ability to carry on its business substantially as now conducted or which would adversely affect the Company's financial condition or operations; (r) the Company conducts its business and submits checks and files in strict compliance with this Agreement and with all applicable laws, rules and regulations; and (s) no checks and files contain any computer viruses or other harmful, intrusive or invasive codes.

The Company shall bear sole responsibility for secure storage and destruction of each original check submitted through the RDC Services. Company should retain the original checks for only that amount of time (but no fewer than 60 days) that Company deems necessary for its internal business needs or for such time that is required by and in accordance with applicable law, statute, or regulation. The Company understands and agrees that it must use a high degree of care to protect these items against security risks. These risks include, without limitation: (i) theft or reproduction of the original checks for purposes of presentment for deposit after the original checks have already been presented for deposit via the RDC Services; and (ii) unauthorized use of information derived from the original checks. During the period that Company maintains the original items, Company agrees to promptly produce (but in any event within five (5) business days) the original of, or a legible copy of the front and back of, any check deposited using the RDC Services upon Bank's request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item or as the Bank may otherwise reasonably require. The Company shall take appropriate security measures to safeguard the originals of such items until they are destroyed in order to prevent duplicate deposit of items and employee fraud. The Company shall use a commercially reasonable method consistent with Regulation CC to permanently destroy each original check after the expiration of the sixty (60) day retention period.

The Company acknowledges that it is responsible for establishing a contingency plan in the event of system failure or other interruption in the RDC Services. Such a plan may, for example, include the manual deposit of checks directly at one of the Bank's branch office locations. The Bank shall have no liability of any kind related to or as a result of the Company's failure to establish a commercially reasonable contingency plan.

In addition to the other indemnification requirements set forth in this Agreement, Company agrees to indemnify, defend and hold Bank harmless from and against any and all actions, proceedings, liabilities, losses, claims (including, without limitation, warranty claims), costs, expenses and attorney's fees relating to or arising in connection with: (a) Bank processing of items or debiting or crediting the account of any person in accordance with this Agreement or Company's instructions; (b) Company's actions or omissions including, without limitation, a breach of any representation or failure to comply with this Agreement by Company; (c) any misuse or the RDC Services by Company, its employees or agents; (d) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of any Images or information to Bank; (e) the failure to act or delay by any financial institution other than Bank; or (f) any claim by a recipient of a

substitute check (or a check in electronic form) that the recipient incurred a loss due to (i) the receipt of the substitute check (or the check in electronic form) instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check, and/or a paper or electronic copy of either. This indemnity shall survive termination of this Agreement. Within five (5) days of any termination of the RDC Services or this Agreement, Company will, at Company's expense, promptly return to the Bank any Equipment provided or owned by the Bank, together with any materials relating to the RDC Services in its possession or under its control.

H. MOBILE DEPOSIT SERVICE

The Bank's Mobile Deposit Service ("Mobile Deposit") gives you the ability to use a compatible Mobile Device to photograph an image of an original paper check and electronically submit the image and associated deposit information including, without limitation, the MICR line, to Bank or its designated processor for deposit to a Company Account. Mobile Deposit requires a Mobile Device with at least a 2-megapixel rear-facing camera that supports auto-focus.

Items/dollar amounts of images that can be transmitted through Mobile Deposit are subject to certain limits including, without limitation, customer limits and per check limits, which are established by the Bank in its sole discretion. Bank may modify these limits and/or add other limits at any time at our sole discretion, without prior notice to you. If a transmission is initiated in excess of these limits, we may, in our sole discretion, accept or reject your deposit without liability hereunder. If we permit a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated or required to allow such a deposit at other times.

Company agrees that only items that meet the definition of a "check" as set forth in Regulation CC, and only those checks that Bank, in its sole discretion, make eligible for Mobile Deposit, shall be scanned and transmitted for processing through the Mobile Deposit. Company further agrees that Mobile Deposit shall be used to only photograph original checks payable to and properly endorsed to Company, drawn on financial institutions in the United States with a valid ABA/routing number and denominated in U.S. Dollars, and intended for deposit by you to Company's designated Account with Bank. The Company understands that the Bank is not obligated to accept for depositing any check image that the Bank, in its sole discretion, determines to be a Non-Qualifying Item. In the event that a Non-Qualifying Item is processed through Mobile Deposit, such processing shall not constitute a waiver by the Bank or obligate the Bank to process any other Non-Qualifying Items through the Mobile Deposit in the future. Company agrees to reimburse the Bank for any losses, costs, and expenses, including, without limitation, reasonable attorney's fees, court costs and related litigation fees and expenses the Bank may incur in connection with any warranty or indemnity claims, arising from any Non-Qualifying Item deposited into its Accounts.

All images transmitted through Mobile Deposit must be legible. Without limiting the foregoing, the image quality of the items must comply with the standards established from time to time by the Bank, the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board or any other regulatory agency with jurisdiction over the Bank, and any clearinghouse, association, or agreement that the Bank uses with respect to processing checks. Each image shall be of such quality that the following information can be clearly read: (i) the amount of the check, (ii) the payee of the check, (iii) the signature of the drawer of the check, (iv) the date of the check, (v) the check number, (vi) the information identifying the drawer and the paying institution that is preprinted on the check, including the MICR line, the routing transit number, and the account number on which the check is drawn, and (vii) all other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. Company agrees that Bank shall not be liable for any damages resulting from an item's poor image quality including, without limitation, those related to the rejection of, or the delayed or improper crediting of, such a check, or from any inaccurate information you supply regarding the check. By using the Mobile Deposit Company accepts the risk that a check or item may be intercepted or misdirected during transmission. The Bank bears no liability to Company or any other person for any such intercepted or misdirected checks or items or information disclosed through such errors. The Company agrees that it shall be responsible for depositing any checks or other items that do not meet image quality standards directly at the Company's branch of accounts.

Member FDIC

Please note that we do not recommend using Mobile Deposit for the deposit of money orders or travelers checks. Any money orders or travelers checks deposited using the Mobile Deposit shall be at Company's sole risk. If Company elects to deposit a money order or travelers check through Mobile Deposit, the order must have been delivered to, received by, and deposited by Company in the ordinary course of Company's business. The Company must handwrite the amount of the money order on the face of the instrument prior to imaging the item.

The Bank strongly recommends that any item transmitted through Mobile Deposit be restrictively endorsed as follows: "For deposit only at BankUnited, N.A., Account Number [Number]" or as otherwise instructed by the Bank. After an item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original item, substitute check or any other image thereof. The Company agrees to promptly supply any information in your possession that we request regarding an item deposited or attempted to be deposited through Mobile Deposit including the original item. The Company further agrees to follow any and all other procedures and instructions for the use of Mobile Deposit as Bank may establish from time to time.

Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to reject any check or item transmitted through Mobile Deposit, at our sole discretion, without liability to Company even if such action causes outstanding checks or other debits to the Account to be dishonored or returned. We are not responsible for checks or items that we do not receive or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received upon receipt of confirmation from Bank. Receipt of such confirmation does not mean that the transmission was error free, complete, able to be processed, or will be considered a deposit and credited to the Account. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image, we will credit the account based on the scanned image. If the image transmitted to us does not comply with our requirements for content and/or format, we may, in our sole discretion: (i) further transmit the image and data in the form received from you; (ii) repair or attempt to repair the image or data and then further transmit; (iii) process the item as photocopies in lieu of originals; or (iv) return the image and data to you unprocessed and chargeback the Account.

We reserve the right to chargeback your account, or any other deposit account you maintain with us, at any time, for any check or item that is: (i) rejected by us for any reason including, without limitation, an item that we believe is not an eligible check or item, or has been previously submitted or deposited with us or with another financial institution, or (ii) returned to us. We can also charge fees connected to the chargeback as described in your Other Agreements with us. The Company agrees that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of any check or item.

The funds availability requirements of Regulation CC do not apply when electronic images of checks or items are transmitted to the Bank. In general, if an image of a check or item transmitted through Mobile Deposit is received and accepted before 7:30 p.m. ET on a business day that we are open, we will consider that day to be the day of deposit. If an image is received and accepted after 7:30 p.m. ET on a business day that we are open or on a non-business day, we will consider the deposit to be made on the next business day we are open. Funds from deposits made using Mobile Deposit will generally be made available the first business day after the day we receive your deposit, subject to our right to identify and reject exception items. We, however, may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion.

The manner in which checks or items are cleared, presented for payment, and collected shall be in our sole discretion subject to the terms of the Other Agreements governing your account with us. If Bank converts a digitized image to a substitute check, that substitute check will be presented to the drawee Bank through the check collection channels that Bank would otherwise use to present a check to the drawee Bank. If Bank elects to process the check or item as an image exchange item, Bank will forward the item for presentment to the drawee Bank through the electronic item collection channels that Bank would other use to present an electronic item to the drawee Bank. All such processing and presentment shall be done in accordance with timelines established by Bank from time to time.

With respect to each and every check or item presented electronically for deposit through Mobile Deposit Company represents and warrants to Bank as follows: (a) the image completely and accurately represents all of the information on the front and back of the check or item as of the time the check or item was converted to

an image including, without limitation the data contained in the MICR line of the check; (b) the image contains all necessary endorsements; (c) neither the checks, items, nor the images contain any alterations; (d) all signatures on checks and items transmitted are authentic and authorized; (e) there will be no duplicate presentment of a check or item in any form, including an image; (f) Company makes all encoding, transfer, presentment and other warranties that Bank is deemed to make under applicable law, including, without limitation, those that would have applied had Company deposited the original paper check or item, and those made under the UCC, Regulation CC, and the rules of any image exchange network or clearinghouse; (g) each drawer of a check or item that has been converted to an image was properly notified that the check or item may be converted; (h) no subsequent transferees of the item(s) including, but not limited to, Bank, a collecting or returning Bank, drawer, drawee, payee or endorsee, shall sustain a loss as a result of the fact that the image was presented for payment or returned instead of the original check or item; (i) all information provided by Company to Bank is true, accurate and complete and properly reflects the business, financial conditions and principal partners, owners or officers of Company; (j) Company is not engaged or affiliated with any businesses, products or methods of selling other than those disclosed by Company to Bank; (k) Company is authorized to enter into and perform its obligations under this Agreement; (l) all checks, items, and business transactions of Company are, and will be, bona fide, and Company is a person authorized to collect each check or item transmitted; (m) after submission of the image, Company will not deposit with us or any other deposit taking institution, or otherwise negotiate, endorse or transfer the original check or item (unless we have notified Company that the image was 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); (n) no person will receive a transfer, presentment or return of, or otherwise be charged for, the original check or item, an electronic check or electronic returned check, a substitute check, or a paper or electronic representation of a substitute check such that the person will be asked to make payment based on a check or item it has already paid; (o) neither the image nor the original check or item has been previously submitted or deposited with us or with any other person or entity; (p) after an image has been transmitted to Bank, Company will not have the check or item stopped or cancelled or have a replacement issued; (q) there is no action, suit or proceeding pending or to the Company's knowledge threatened which, if decided adversely would impair Company's ability to carry on its business substantially as now conducted or which would adversely affect the Company's financial condition or operations; and (r) Company conducts its business and submits checks or items in strict compliance with this Agreement and with all applicable laws, rules and regulations.

The Company shall bear the sole responsibility for secure storage and destruction of each original check submitted through Mobile Deposit. Company should retain the original checks for only that amount of time (but no fewer than 60 days) that Company deems necessary for its internal business needs or for such time that is required by and in accordance with applicable law, statute, or regulation. Each imaged item shall be promptly marked as "Electronically Presented" or "Void." The Company understands and agrees that it must use a high degree of care to protect these items against security risks. These risks include, without limitation: (i) theft or reproduction of the original checks for purposes of presentment for deposit after the original checks have already been presented for deposit via Mobile Deposit; and (ii) unauthorized use of information derived from the original checks. During the period that the Company maintains the original items, the Company agrees to promptly produce (but in any event within five (5) business days) the original of, or a legible copy of the front and back of any check deposited using Mobile Deposit upon Bank's request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item or as the Bank may otherwise reasonably require. The Company should take appropriate security measures to safeguard the originals of such items until they are destroyed in order to prevent duplicate deposits of items and employee fraud. The Company shall use a commercially reasonable method consistent with Regulation CC to permanently destroy each original check after the expiration of the sixty (60) day retention period. Company shall be fully responsible if an original check or item is misused following submission by Mobile Deposit and its destruction.

I. REMOTE CHECK PRINT SERVICE

Through the Bank's Remote Check Print Service ("Check Print Service"), Company has the ability to purchase and print BankUnited Cashier Checks ("Cashier Checks") at Company's designated office location. To be eligible to enroll in and use the Check Print Service, Company must be approved by Bank. Company agrees to provide Bank with such financial, business, and operating information as Bank may request in connection with the approval

process.

Equipment

If approved, Company shall be responsible, at Company's sole cost and expense, for acquiring and installing any requisite hardware, including, but not limited to, a personal computer and a network printer that uses Magnetic Ink Character Recognition ("MICR") ink (collectively, the "Equipment"), to access the Remote Check Print Service. All Equipment must meet Bank's technical requirements and be registered for use with the Check Print Service. It shall be Company's responsibility to install and maintain MICR ink cartridges for use with the printer. The Company understands and agrees that the printer is a single use device and is not to be used for any other printing functions other than printing Cashier Checks requested and approved through the Check Print Service.

Company acknowledges and agrees that it is solely responsible, at Company's cost and expense, for the use, operation, performance, and maintenance of all Equipment. Company further acknowledges and agrees that it will perform or cause to be performed all vendor recommended maintenance, repairs, upgrades and replacements by properly trained personnel. Bank shall not be liable to Company for any malfunction, non-function, inaccuracy, or other failure of the Equipment used by Company to access the Check Print Service, regardless of whether Bank approved such equipment. Company agrees to use the Equipment in a manner consistent with the terms of this Agreement and for no other purpose. Company shall be responsible for installing and implementing any changes and upgrades to the Equipment that may be required by Bank within five (5) days of notification thereof to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Check Print Service. Company shall be responsible for training its users on how to use the Equipment and Check Print Service.

Check Stock

Company agrees that to print Cashier Checks only using blank check stock approved by Bank. The Company shall purchase and reorder blank check stock only through Bank. The Company shall be responsible for promptly notifying Bank when a reorder is necessary. The Company shall pay any and all fees and charges in connection with the purchase or reorder of any blank check stock. The Company shall be responsible for the security of all blank check stock in its possession.

Cashier Checks

The Company is responsible for the accuracy of any Cashier Check requests sent to the Bank through the Remote Check Print Service. Company shall provide the following information to Bank when requesting a Cashier Check through the Check Print Service:

- Payee name.
- Check amount.
- Check Date.
- BankUnited account number from which funds are to be debited; and

- Such other information as Bank may require to enable Bank to comply with its obligations under applicable laws and regulations including, without limitation, the USA PATRIOT Act.

All Cashier Check requests must be verified and approved by Company prior to submission to Bank. The Company should designate at least one (1) system user as a requestor and at least one (1) system user as an approver. The Bank recommends that a system user not act as either a requestor and approver. Notwithstanding Bank's recommendation, if the Company permits a system user to act as both requestor and approver, Company hereby authorizes Bank to process a Cashier Check requested and approved by such system user. Company acknowledges and agrees that not using a dual validation approval process substantially increases Company's risk of liability for an unauthorized transaction. Company hereby releases Bank from and against any and all claims, losses and/or damages including, without limitation, reasonable attorney's fees and disbursements arising from or related in any way to Company's waiver of the dual validation approval process recommended by Bank.

The Company acknowledges and agrees that all Cashier Check requests submitted through the Check Print Service are subject to verification by Bank. In order to allow Bank sufficient time to process a Cashier Check request on the business day it is received, Company must submit the request by 5:30 p.m. ET, or such other cut-off time that may be established by Bank from time to time. Cashier Check requests submitted on a non-business day or after the Bank established cutoff time then in effect on a business day will be treated as being received on, and may be executed on, the next business day. If a Cashier Check request is successfully verified, Bank shall send an approval notification to Company to enable Company to print the check. Company must print the Cashier Check within twenty-four (24) hours of such notice being sent. If a Cashier Check request is rejected by Bank in its sole discretion, Bank shall attempt to notify the Company but shall not be liable for failing to do so. If Company desires to resubmit a previously rejected Cashier Check request, a new request must be submitted. Bank shall not, and shall not be obligated to, reprocess any rejected Cashier Check request.

Company shall maintain good and sufficient collected and available funds in each Account from which you instruct us to fund Cashier Checks requests. The Company acknowledges and agrees that the Bank is not obligated to process a Cashier Check request if there are not sufficient collected and available funds on deposit in the Account at the time the Cashier Check request is received. If Bank elects to process such a request, Company shall remain liable to Bank for the full amount of the Cashier Check issued.

Company acknowledges that it is responsible for establishing a contingency plan in the event of system failure or other interruption in the Check Print Service. Such a plan may, for example, include the purchase of a Cashier Check at one of Bank's branch office locations, or remitting the funds via an alternative delivery method (i.e., wire or other electronic transfer). Bank shall have no liability of any kind related to or as a result of Company's failure to establish a commercially reasonable contingency plan.

Each Cashier Check requested, approved, or printed through the Check Print Service shall be deemed authorized by Company and Company shall be responsible to Bank for every Cashier Check printed by it though this Check Print Service. The Company shall immediately notify Bank once any system user is no longer authorized to request, approve or print check requests. Bank shall not be liable or responsible to Company until Bank receives written notice that a system user is no longer authorized, and Bank has had time to act on the notice.

Voided Cashier Checks

Company shall promptly notify Bank if a Cashier Check misprints or is otherwise unacceptable as printed and shall report the check numbers of such items as voided items ("Voided Cashier Checks"). The Company shall be responsible for the security and complete destruction of any Voided Cashier Checks. Bank shall not be liable in the event that any Voided Cashier Check is paid. In the event that a Voided Cashier Check should be presented for payment, Company agrees to immediately reimburse Bank for the amount of the Voided Cashier Check and to indemnify and hold Bank harmless from any and all loss, cost, liability or expense (including without limitation reasonable attorney's fees and court costs) that Bank may suffer or incur directly or indirectly by reason of the negotiation and/or presentment for payment of any such Voided Cashier Check.

Stop Payment Requests

Company acknowledges and agrees that a stop payment request cannot be placed on a Cashier Check within ninety (90) days of the date of issuance, unless such check has been lost, stolen or destroyed. In the event that a Cashier Check is lost, stolen or destroyed within such ninety (90) day period, Bank may require Company and/or the payee to sign a stop payment request form describing the item with reasonable certainty and containing an averment that the check was destroyed, its whereabouts cannot be determined or it is in the wrongful possession of an unknown person, or a person that cannot be found or a person not amenable to service of process. The Company may also be required to purchase a surety bond for twice the amount of the check and provide such other indemnity as Bank may in its discretion require.

Security Protocols Security Protocols Security Protocols Security ProtocolsSecurity Protocols Security Protocols

J. BILL PAYMENT SERVICES ("BillPay")

The Bank offers Bill Payment Services that allows you to arrange for the payment of your current, future, and recurring bills from your Bill Payment Account. Your Bill Payment Account is your eligible BankUnited, N.A. checking or other deposit account that was established primarily for business or commercial purposes from which bill payments will be debited. By enrolling in the Bill Payment Services, you agree to the following:

Use of Services. By using the Bill Payment Services, you authorize us to process the transactions as requested by you, and to post transactions to your Bill Payment Account as directed. You further authorize us to debit your Billing Account for any and all fees that may be incurred in connection with your use of the Bill Payment Services. All payments and fees incurred through the use of the Bill Payment Services will appear on the statement for your respective account(s). To activate the Bill Payment Services, you must have an eligible account with us and designate such an account as your Bill Payment Account. You must also have access to a computer. You understand and agree that payments initiated through the Bill Payment Services from a designated Bill Payment Account to a payee ("Bill Payment") can only be processed Monday through Friday, excluding Federal Reserve holidays ("Business Day").

Authorization and Payment Remittance. You may make Bill Payments to any business, merchant or professional with a valid United States address that provides services to you or on your behalf, subject to our, and the Payee's approval; provided, however, you agree not to use the Bill Payment Services to make any payments to illegal lender for internet or online gambling or for any other payments prohibited by law. We reserve the right to refuse payment to any merchant or other person or entity to whom you designate a Bill Payment to be directed ("Payee"). You acknowledge and agree that we do not have any duty to monitor the payments that are made through the Bill Payment Services. You further understand and agree that you assume the entire risk of loss if an Authorized Person uses your Bill Payment Account to pay bills which are not yours and you agree to indemnify and hold us and our directors, employees, officers, servicers, agents, successors and assigns harmless from all loss, liability, claims, demands, judgments and expenses (including attorney's fees) arising out of or in any way connected with such use. Authorized Person shall mean each person listed as an authorized signor on the signature card for a Bill Payment account or otherwise authorized to transact any business with respect to such an account.

Information Required. To use the Bill Payment Services, you must provide sufficient information for us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the Bill Payment Services screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Payment Instructions we receive through the Bill Payment Services. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with instructions we receive from your designated Payees.

When we receive information that you provide to us about a Payee that is used to direct a Bill Payment to the Payee ("Payment Instruction"), you authorize us to debit your Bill Payment Account and remit funds on your behalf to your designated Payee. You agree to have sufficient collected and available funds in your Bill Payment Account on the Business Day you would like your Bill Payment delivered to your intended Payee ("Scheduled Payment Date") for transactions you schedule. We will not be obligated to follow any Payment Instructions unless and until there are sufficient collected and available funds in your Bill Payment Account. We will perform the Bill Payment Services in such a manner as to allow the funds to arrive at the designated Payee as close as reasonably possible to the Scheduled Payment Date designated by you.

We shall use reasonable efforts to make all your payments properly, however, we shall incur no liability, and any Service Guarantee shall be void, if we are unable to complete any payments initiated by you because of the existence of any one or more of the circumstances set forth in the Service Guarantee section of the Bill Payment Services. Provided none of the foregoing exceptions is applicable, if we cause an incorrect amount

of funds to be removed from your Bill Payment Account or cause funds from your Bill Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Bill Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, we shall reimburse you for any late payment related charges you have incurred. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR HEREIN, WE SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES ASSESSED BY ANY OF YOUR PAYEES.

Payment Scheduling and Payment Methods. It is your responsibility to schedule your payments in such a manner that your payments are received by the Payee on time and that the Payee will receive your payment no later than the Due Date on the statement provided to you by the Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period provided on the statement provided to you by the Payee. Payments cannot be scheduled more than 365 days in advance. You understand that we reserve the right to select the method by which to remit funds to your Payees. We may remit payments on your behalf to your Payees by paper check, electronic funds transfer or by other means. The date your Bill Payment Account will be debited will vary depending on the payment method.

Service Guarantee. Due to circumstances beyond our control, including, without limitation, delays in handling and posting payments by Payees or financial institutions, you understand that some transactions may take longer than expected to be credited to your Payee account. You understand that we will bear responsibility for any late payment related charges which have not been waived by the Payee, up to a maximum of $50.00, should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under the Payment Scheduling and Payment Methods section of the Bill Payment Services. However, we will not be liable in any way for any failure or delay in completing any transaction if:

(i) Through no fault of ours, your Bill Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of any overdraft service applicable to such account;
(ii) Our payment processing center is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
(iii) Your computer was not functioning properly at the time you attempted to initiate the transaction;
(iv) You have not provided us with complete and correct Bill Payment or Payee information, including, without limitation, the correct name, address, account number, or phone number, or if you otherwise do not give complete and correct instructions so that a Bill Payment can be made;
(v) You do not authorize a Bill Payment timely for your payment to be made and properly credited by the Payee by the Due Date;
(vi) A timely Bill Payment is made but the Payee does not credit your payment promptly after receipt;
(vii) We reasonably believe that a transaction may be unauthorized, including without limitation, transactions that may be prohibited by a court order or other legal process; or
(viii) Circumstances beyond our control including, but not limited to, fire, flood, acts of God, power outages, strikes, terrorism, acts of war or other similar circumstances, prevent the making of a Bill Payment.
(ix) Payments scheduled are for tax payments or court ordered payments.

Payment Cancellation Requests. You may use the Bill Payment Services to cancel or edit a Scheduled Payment. There is no charge for canceling or editing a Scheduled Payment prior to such payment being processed by us. You acknowledge and agree that once we have begun to process a Bill Payment it cannot be cancelled or edited. In such an event, you must submit a stop payment request to us.

Stop Payment Requests. You acknowledge and understand that our ability to process a stop payment request will depend on the payment method and whether or not a payment has cleared your Bill Payment Account. You understand that we may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, but not yet cleared, you must contact Customer Service at (877) 779-BANK (2265). You further understand that although we will

make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in our applicable fee schedule.

Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited. Additionally, any single or aggregate payments in a single day greater than $999,999.99 or payments otherwise prohibited by law cannot be scheduled.

Electronic Bill Delivery and Presentment. Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Upon activation of the electronic bill feature, the Bill Payment Services may notify the Payee of your request to receive electronic billing information. You understand that it is in the Payee's sole discretion as to whether to accept or decline your request. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current.

Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

You understand that the Bill Payment Services are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Services may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about service and/or bill information.

You understand that the presentation of electronic bills is dependent upon delivery of your billing information from the Payee. In addition to notification within the Bill Payment Services, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Services and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee.

You acknowledge that a Payee reserves the right to cancel the presentation of electronic bills at any time. You may cancel the electronic bill presentation at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee to process your request. The Bill Payment Services will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

You agree to hold us harmless should the Payee fail to deliver your electronic bill statement(s). You are responsible for ensuring timely payment of all bills. If you do not receive an electronic bill, it is your sole responsibility to contact the Payee directly. Copies of previously delivered bills must be requested from the Payee directly.

We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

Liability for Unauthorized Transfers. You agree not to give or make available your password or other means to access your account to any unauthorized persons. You are responsible for all payments that are authorized using your password through the Bill Payment Services. If you permit other persons to use the Bill Payment Services or your password or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen, or that someone may attempt to use the Bill Payment Services without your consent, or has transferred money without your permission, or you suspect fraudulent activity on your accounts, you must notify us at once by calling Customer Service at (877) 779-BANK (2265). Calling us right away will help reduce possible losses. Without timely notification, you could lose all the money in your designated account.

Limitation of Our Liability. Except as otherwise expressly stated herein, your use of the Bill Payment Services is at your own risk. Neither BankUnited, N.A. nor any or its officers, directors, employees, parents, subsidiaries, affiliates, agents or their respective successors or assigns or any other person involved in creating, producing or delivering the Bill Payment Services, including, without limitation, the servicer, shall be liable for any direct, indirect, consequential, incidental, punitive, or other damages (including, without limitation, lost profits) of any kind or description arising out of your access to or use of the Bill Payment Services, or the inability to access or use the Bill Payment Services, whether cause by BankUnited, N.A. or such other persons, third party service providers, agents, or subcontractors of any of the foregoing.

We shall have no liability to you for any errors or losses you sustain in using the Bill Payment Services except as specifically set forth herein. We shall also not be liable for any failure to provide any service if the account involved is no longer linked to the Bill Payment Services. Notwithstanding the foregoing, our liability in any case shall be limited to the amount of any funds improperly transferred from your Bill Payment Account.

WITHOUT LIMITING FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BankUnited, N.A. MAKES NO WARRANTY THAT (i) THE BILL PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR (ii) ANY INFORMATION CONTAINED ON OR THAT MAY BE OBTAINED FROM THE USE OF OR ACCESS TO THE BILL PAYMENT SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

Errors and Questions. In case of errors or questions about your transactions, you should, as soon as possible:

1. Contact us at (877) 779-BANK (2265), or
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

   BankUnited, N.A.
   P.O. Box 2050
   Miami Lakes, FL 33016

We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to notify shall relieve us of any liability for any losses sustained after the expiration of such sixty (60) day period and shall thereafter preclude you from being able to assert a claim based on such a problem or error. We will investigate any errors reported to us and advise you of the results of our investigation.
If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will tell you the results of our investigation within ten (10) Business Days (or twenty (20)

Business Days if your account was opened less than thirty (30) days prior to the date of the suspected error) after we hear from you. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days if your account was opened less than thirty (30) days prior to the date of the suspected error) to investigate your complaint or question. If we decide we need more time, we will provisionally credit the account in question within ten (10) Business Days (or twenty (20) Business Days if your account was opened less than thirty (30) days prior to the date of the suspected error) for the amount you think is in error, so that your will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

Service Fees and Additional Charges. You agree to pay any applicable fees and charges that may be assessed in connection with the Bill Payment Services. You acknowledge and agree that there may be a charge for additional or other optional services (i.e., if you request a stop payment order) you may request in connection with your use of the Bill Payment Services. You authorize us to deduct the amount of all Bill Payment fees, together with any applicable transaction fees and charges from your checking account, designated by you, from which any applicable fees and charges will be automatically debited ("Billing Account"), or in the event that such designated Billing Account lacks sufficient funds, from any of your other accounts maintained with us.
Fees are subject to change, and we may impose additional fees or charges in connection with your use of the Bill Payment Services at any time, subject to the provisions hereof. Additionally, you are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions. By using the Bill Payment Services, you are requesting us to make payments for you from your Bill Payment Account. If we are unable to complete the transaction for any reason associated with your Bill Payment Account (for example, there are insufficient funds in your Bill Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Bill Payment Services.

Alterations and Amendments. We may amend, revise, modify or change the terms and conditions of the Bill Payment Services at any time. In such event, we shall provide notice to you in accordance with applicable law. Any use of the Bill Payment Services after such notice is provided or made available to you will constitute your agreement to such change(s).

Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate these terms and conditions as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Payment Services' more recent revisions and updates. In addition, as part of your use of the Bill Payment Services, you agree to receive all legally required notifications via electronic means.

Service Termination, Cancellation, or Suspension. In the event you wish to cancel your Bill Payment Services, you may do so through the Bill Payment Services, or you may contact Customer Service via one of the following methods:

1. Contact us at (877) 779-BANK (2265); and/or
2. Writing to us at

   BankUnited, N.A.
   P.O. Box 2050
   Miami Lakes, FL 33016

Any payment(s) that has already processed before the requested cancellation date will be completed. All Scheduled Payments, including recurring payments will not be processed once the Bill Payment Services are cancelled. We reserve the right to terminate or suspend the Bill Payment Services at any time. Neither termination nor suspension shall affect your liability or obligations under the Bill Payment Services section

Returned Payments. You understand that Payees and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. In the event that a Bill Payment is returned, you authorize us to research and correct the returned payment and resubmit it to your Payee, or void the payment and credit your Payment Account, in our discretion.

Information Authorization. Your enrollment in the Bill Payment Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

No Assignment or Waiver, and Severability. You may not assign your rights and responsibilities under the terms and conditions of the Bill Payment Services to any other party. We may assign our rights and responsibilities to any existing or future direct or indirect, subsidiary or affiliate of BankUnited, N.A. We may also assign or delegate certain of our rights and responsibilities to independent contractors or other third parties. We shall not be deemed to have waived any of our rights or remedies hereunder unless such a waiver is in writing and signed by us. No delay or omission on the part of BankUnited, N.A., in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. If any provision of the Bill Payment Services terms and conditions is void or unenforceable, such ineffectiveness shall not affect the validity or enforceability of the remaining provisions contained herein.

K. INTEGRATION TECHNOLOGY SERVICES

Bank may offer Company the ability to allow a third party engaged by Company ("Company Vendor') access to Company's Account balances, transactions, billing (including Account analysis) and related information (including Account numbers and titles) (collectively, "Information" or "Data") through an application programming interface ("API") or other method established between Bank and such Vendor and agreed to by Company. Company acknowledges and agree that each such Vendor shall be deemed to be Company's agent and shall be required to comply with the terms of this Agreement and the use of any of the BankUnited TreasurySuite Services as set forth herein to the same extent required of Company. The Company agrees to complete and execute any additional documentation required by the Bank to establish access to the Company's Information by the Vendor and expressly authorizes Bank to share Information with such Vendor. Company understands and agrees that access granted to a Vendor through the BankUnited TreasurySuite Services may also include the ability to download and delete the Information. The Bank will continue to allow the Vendor to access Information through the Services until the Company has revoked or amended such instructions in writing and Bank has had a reasonable time to discontinue access to such Information. In addition to the Bank's limits on liability as set forth in this Agreement, Company agrees that Bank shall have no liability and shall be held harmless for delivering or permitting a Vendor access to Company's Information as completed by this Agreement. To the maximum extent permitted by law or regulation, Bank is not responsible for any customer-initiated Data sharing either through API or otherwise consistent with this section. It is your responsibility to take precautions to understand how any information you share with or through a third-party (via API or otherwise), up to and including the sharing of your BankUnited Data, is being used.

L. BALANCE REPORTING SERVICES

Through the Bank's Balance Reporting Services, the Company can obtain electronic access to account information, reports, and data with respect to the Accounts enrolled in the BankUnited TreasurySuite Services. The Bank reserves the right to modify the information and detail available through the Balance Reporting Services at any time. The Bank will provide notice to the Company of any such changes or modification to the extent such notice is required by applicable law.

INTERNAL TRANSFER SERVICES

Through the Internal Transfer Services, the Company may initiate internal transfers of funds to or from its Accounts at the Bank. The Company authorizes the Bank to charge its designated Accounts for all transfers that the Company initiates through the Internal Transfer Services.

A transfer request submitted and accepted by the Bank by 9:00 p.m. ET, or such other cut-off time that may be established by Bank from time to time, on a business day that we are open will be processed that same business day. A transfer request received on a non-business day or after 9:00 p.m. ET on a business day will be treated as being received on the next business day the Bank is open for business.

The Bank shall not be obligated to make any transfer the Company may request unless there are sufficient Available Funds or available credit in the Company's Account to cover the transfer. If a transfer is rejected due to insufficient Available Funds or available credit in the Company's Account, an exception notice will be presented to the Company through the BankUnited TreasurySuite Services. If the Company desires to retry the transfer, the Company must submit a new request. The Bank shall not, and shall not be obligated to, automatically retry any rejected transfer.

The following additional terms shall apply with respect to transfers to or from a Credit Account made through the Internal Transfer Services:

(i) Only current regularly scheduled loan payments, principal reduction payments and advances in an amount equal to or less than the amount available for disbursement may be made to or from a Credit Account.

PAST DUE OR FUTURE PAYMENTS TO A CREDIT ACCOUNT MAY NOT BE MADE THROUGH THE INTERNAL TRANSFER SERVICES.

(i) Transfers to a Credit Account may be made in amounts up to the available balance in the Account from which the funds are to be transferred.

(ii) Transfers from a Credit Account, including, without limitation, the minimum or maximum amount available for withdrawal, are subject to the terms of the Company's existing credit agreements with the Bank. Transfers may not be immediately available for viewing online.

M. STOP PAYMENT SERVICES

Through the Services, the Company may request a stop payment on any checks written on the Accounts which have not yet been paid by the Bank. All stop payment requests entered through the Services shall be deemed a written stop payment within the meaning of the UCC and shall be valid for a period of one (1) year from the date entered, unless otherwise renewed by the Company. All such renewals must be in writing and shall be in the form and substance required by the Bank. A fee in accordance with the Bank's Schedule of Fees will be assessed to the Account for each stop payment request. No stop payment request will be effective against a check that has been paid prior to the time that the Bank has received both the request and has had a reasonable period of time to act upon the request. The Company agrees to indemnify and hold the Bank harmless from and against any and all costs and expenses including, without limitation, attorney's fees, court costs and related litigation costs and expenses, incurred by the Bank for refusing payment on all items upon which a stop payment request is placed and further agrees not to hold the Bank liable for payment contrary to any such request if the same occurs through inadvertence, accident or oversight.

N. ACCOUNT MANAGEMENT SERVICES

The Bank's Account Management Service provides the Company with the ability to (i) manage and transact on Master Accounts (as defined below) and (ii) create, manage, and transact on Sub-accounts (as defined below). For purposes of the Account Management Service the following terms shall have the following meanings: Master Account means the lead account maintained by Company with Bank that is used to manage funds of one or more Sub-accounts; Sub-account means an account established at Bank by Company to hold funds for a Client; and

Client means each person or entity on whose behalf Company is holding funds deposited into a Sub-account.

To be eligible to enroll in and use the Account Management Service, the Company must be approved by the Bank. The Company agrees to provide the Bank with such financial, business, and operating information as the Bank may reasonably request in connection with the Bank's approval process.

Sub-accounts

To set up a Sub-account, a user shall enter the Client's information into the designated fields including, without limitation, the Client's taxpayer identification number ("TIN"). At the time a Sub-account is opened, the Company shall furnish to the Bank an Internal Revenue Service ("IRS") Form W-9 signed by the respective Client, or if the Client is not a U.S. person as defined by IRS regulations, the appropriate IRS Form W-8. The Company shall also promptly furnish to the Bank such other documentation as the Bank may request from time to time, including, without limitation, agreements or other documentation, evidencing the Company's authority to open and operate any Sub-account on behalf of a Client. If such documentation is not provided, the Company acknowledges and agrees that the Bank may close the Sub-account without notice.

At the request of the Company, a Sub-account may be established as either an interest bearing or non-interest-bearing account. If a Sub-account is interest bearing, it shall earn interest at an interest rate determined by the Bank in its sole discretion. The Company shall be advised of the interest rate and annual percentage yield ("APY") at the time the Sub-account is opened. The interest rate and APY in effect when the Sub-account is opened however are only effective until the next rate change. The Bank, in its sole discretion, may change the interest rate and APY at any time. The Bank uses the daily balance method to calculate interest on the Sub-account. This method applies to a daily periodic rate to the balance in the account each day. Interest begins to accrue no later than the business day that the Bank receives credit for the deposit of non-cash items. There is no minimum balance which must be maintained in a Sub-account each day to earn interest or to obtain the stated APY. Interest will be compounded monthly and credited to the account monthly on the last day of each month, or if the last day of the month falls on a Saturday, Sunday, or legal holiday, on the following business day. If a Sub-account is closed before the end of the month, the accrued interest for that month may not be credited to the Sub-account.

If a Sub-account is interest bearing, interest earned on that Sub-account will be reported to the IRS in accordance with IRS regulations using the name and TIM for that Sub-account. The Company understands that failure to provide the Bank with the appropriate tax certification information may subject the Sub-account to backup withholding. The Company agrees to indemnify and hold the Bank harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, costs, expenses and other governmental charges that may be assessed or asserted against the Bank including, without limitation, any liability for the failure to obtain proper certifications or to report properly to governmental authorities including, costs, expenses (including reasonable attorney's fees and disbursements) interest, and penalties in each such case to the extent applicable to, or arising in respect of the interest earned on a Sub-account, unless such liability is caused by the Bank's gross negligence or willful misconduct. The foregoing indemnification shall survive closure of any Sub-account or termination of this Agreement.

Deposits

Once established, deposits to a Sub-account may be funded either by allocating funds from the Master Account, or by electronic transfer directly to the Sub-account. The Company agrees only to deposit funds in a Sub-account that have been given to the Company by or on behalf of the Client on whose behalf such Sub-account has been established and to hold and use such funds for the benefit of, and as authorized by, that Client. The Company agrees that the Bank shall not be responsible for any delay in crediting a deposit made to a Sub-account.

Withdrawals

Withdrawals or transfers may only be made if there are good and sufficient collected and available funds (as determined in accordance with the Bank's current Funds Availability Policy) in the Master Account and/or Sub-account. In the event that a withdrawal or transfer request exceeds the amount of available funds in the Master Account and/or Sub-account, the Bank may, but is not obligated to, process such request. If the Bank elects to

process such a request, the Company shall remain liable to the Bank for all amounts transferred including, without limitation, funds transferred in excess of the available funds. As required by federal law, the Bank reserves the right to require at least seven (7) days' advance written notice of an intended withdrawal from certain accounts. The Company represents and warrants to the Bank that any and all withdrawals and transfers from a Sub-account shall be disbursed for the benefit of or on behalf of each Client on whose behalf such funds are being held.

Company Representations

The Company represents and warrants to the Bank that: (i) it is duly authorized to open and transact on each Sub-account; (ii) each Sub-account is and will be opened and operated in accordance with the terms of the agreement entered into between the Company and the Client in connection with a service the Company is performing for such Client; (iii) before opening any Sub-account, the Company will have obtained all required authorizations to open and operate said account including, without limitation, proper authorization to make each deposit, withdrawal or transfer, and will provide, tax certifications signed by an authorized representative of each Client; (iv) it is authorized by each Client to benefit from the use of any associated earnings credit or other financial benefit the Company may receive from the Bank, and receipt of such credit or benefit by the Company does not and will not violate any contract, law, rule or regulation; and (v) to the extent legally permissible the Bank is authorized to offset fees due to the Bank against the Master Account and/or Sub-account.

If the Company is acting as a fiduciary for a Client, either by agreement or operation of law, the Company further represents and warrants that: (i) the Company is complying, and will continue to comply, with all laws and regulations concerning the fiduciary relationship between the Company and such Client; (ii) the Company has advised each such Client of all Bank fees and other expenses that may be charged to the Sub-account or may otherwise be deducted from such Client's funds; and (iii) the fiduciary relationship between the Company and each such Client does not give rise to any restrictions or prohibitions against charging such fees and other expenses to each Client.

Bank NOT Acting as Escrow Agent

The Company understands, acknowledges, and agrees that the Bank is not acting as an escrow agent or in any other fiduciary capacity with respect to any Master Account or related Sub-account(s). The Company further understands, acknowledges, and agrees that the Bank has not and will not provide any tax, accounting or legal advice, and makes no representations or warranties regarding any federal or state tax consequences in connection with any Account or transaction.

Disputes with Respect to Funds in Master Account or Sub-account

The Company agrees that the Bank shall have no responsibility or liability with regard to any dispute between the Company and any Client or any third party with respect to funds deposited in either a Master Account or any Sub-account.

O. ELECTRONIC CHECK SERVICES ("eCheck")

PLEASE NOTE THAT ELECTRONIC CHECK SERVICES ARE ONLY AVAILABLE TO COMPANIES ENROLLED IN TIER 2, TIER 3 OR TSSUITE OF THE BANKUNITED TREASURYSUITE SERVICES.

Through this Service, Company will be required to enroll with the Deluxe Payment Exchange (DPX) and must agree and accept the DPX Terms and Conditions. With this Service, Company will send a correct and complete payment instruction to Bank using the DPX portal for processing. DPX will process the request by converting the payment instruction into an eCheck. You will be billed the standard fees for using this Service which will appear on your Account statement. You shall not use this Service for any Unlawful Transactions.

BUSINESS MOBILE APP

The Mobile App is a customized app designed specifically for Mobile Devices. that allows you to access account(s) information and perform limited functions within the application. Please note that not all of the features and services available through the BankUnited TreasurySuite Services can be accessed using the Mobile App. Only the Administrator or a user whom the Administrator has enabled to, is eligible to use the Mobile App.

Company is responsible for supplying Mobile Devices to those users designated to use and access the Mobile App. The Mobile Device must be connected to the internet and must have a service plan that includes text messaging and data compatible software to access the BankUnited TreasurySuite Services. Company is responsible for the installation, maintenance and operation of these Mobile Devices and any software. The Bank will not be liable for any errors, delays or failures involving any cellular service, wi-fi service, internet service, software installation or malfunctions of any Mobile Device and related equipment (e.g., we are not responsible for carrier data outages or "out of range" issues).

The Mobile App must not be used on any Mobile Device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted." A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. You agree that any mobile security software updates will be downloaded when available. Company acknowledges that Mobile Devices may become subject to unauthorized tracking, "hacking," or other manipulation by spyware, viruses, or other malicious code (collectively, "malware"). We are not responsible for advising Company of the existence or potential effect of any malware. Use of your hardware and software is at Company's own risk.

Prior to logging onto the Mobile App for the first time, each user must first set up their user ID, password, and other security information within the web-based version of the Lynx Services. The same credentials used to access the Lynx Services will apply to the Mobile App. These credentials will need to be entered whenever logging into the Mobile App. You agree that Mobile Devices will be locked if left unattended and the Mobile App will be logged off at the completion of your session.

The Company is responsible for the accuracy of data entry and use of the Mobile App when accessing accounts and conducting transactions. This includes, but is not limited to, any error caused by "pre-filling" or automated entry done by the Mobile Device, or Mobile Banking Software (as hereafter defined). We will not be liable to you for any losses caused by failure or errors to properly use the Mobile App or Mobile Device.

We do not guarantee functionality of the Mobile App on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. Additionally, we may limit the types and number of accounts displayed within the Mobile App. Processing payment and transfer instructions may also take longer using the Mobile App. The Mobile App is provided by us on an AS IS, AS AVAILABLE basis. Your accessibility to the Mobile App may be interrupted because of conditions beyond our control including, without limitation, outages in internet availability. We will use commercially reasonable efforts to promptly reestablish access to the Mobile App in those instances, but we do not promise that the Mobile App will always be available for your use. In the case of a disaster, your access to the Mobile App may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we or our service providers be liable to you for unavailability of the Mobile App or for your inability to access the Mobile App.

You acknowledge and agree that a third party provider or licensor to the Bank is the owner of all right, title, and interest in and to the downloaded software to be used for access to the Mobile App and the computer programs contained therein in machine readable object code form, as well as any accompanying user documentation and all subsequent copies, updates or versions thereof which are made available to you, regardless of the media or form in which they may exist (collectively, the "Mobile Banking Software"). Subject to your compliance with this Agreement, you are hereby granted a limited, non-transferable, non-exclusive, non-sublicensable, and non-assignable license to download, install and use the Mobile Banking Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance or updates to the Mobile Banking Software. In the event that you obtain a new or different Mobile Device, you will be required to download

and install the Mobile Banking Software to that new or different Mobile Device. This license shall be deemed revoked immediately upon your termination of the BankUnited TreasurySuite Services, your deletion of the Mobile App and the Mobile Banking Software from your Mobile Device, or upon our notice to you of termination at any time which we may give with or without cause. Neither the licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Mobile App, and neither the licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Mobile App, is responsible for any of the materials, information, products or services made available to you via the Mobile Banking Software.

The Mobile Banking Software shall be used solely in connection with the Mobile App and may not be used by you for any other reason. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, decompile or attempt to derive the source code for the Mobile Banking Software, (ii) copy or reproduce all or any part of the Software, (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights to the Mobile Banking Software (iv) interfere, or attempt to interfere, with the Mobile Banking Software, or (v) remove or alter any proprietary notices, legends, symbols or labels in the Mobile Banking Software including, without limitation, any trademark, logo or copyright.

We reserve the right to employ “cookie” technology as a prerequisite for use of the Mobile App. You must allow the use of “cookies”, or the Mobile App may not function as intended.

The Mobile Banking Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 C.F.R. 12.212 (computer software) or DFARS 227.7202 (commercial computer software and commercial computer software documentation), as applicable, the use, duplication and disclosure of the Mobile Banking Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
If you believe your Mobile Device or login credentials (user name or password) has been lost or stolen, or that someone may attempt to use or has used the Mobile Banking Services without your permission, or that any other unauthorized use or security breach has occurred, promptly notify us by calling our Client Care Center at 1-877-779-2265.

We maintain the right to contact you via your Mobile Device as a means to relay important account information or information about the use of the Mobile App for as long as you are enrolled in the BankUnited TreasurySuite Service.

ACCOUNT LINKING SERVICES

Through the Account Linking Services, Company may request to have the following personal and business accounts linked to the Company’s Account within the BankUnited TreasurySuite Services: (i) the eligible personal accounts of an Owner and/or (ii) the eligible business accounts of another entity that has authorized Company to access its account information and/or effect transactions on its accounts. Notwithstanding the foregoing, the Company acknowledges and agrees that Bank may, in its sole discretion, refuse to link any personal account or business account without liability hereunder.

In connection with a request to link accounts, Company agrees to provide Bank with such documentation that Bank may reasonably request including, without limitation the Bank’s account linking authorization form completed and executed by all Owners. Additionally, at any time during which the Account Linking Services are activated, Company agrees, upon request, to promptly provide to Bank any and all documentation reasonably requested evidencing all ownership interests in the Company and Company’s authority to link such Accounts.

By using the Account Linking Services, Company, on its behalf and on behalf of each and every Owner understands, acknowledges, and agrees that any person who has access to the BankUnited TreasurySuite Services has the ability:

(i) view all Accounts linked within the BankUnited TreasurySuite Services, (ii) conduct transfers to and from such Accounts including, without limitation, transfers to and from personal accounts and business accounts, and (iii) perform any other function as may be available through the BankUnited TreasurySuite Services of any Accounts. Notwithstanding the foregoing, Company, on its behalf and

on behalf of each and every Owner, understands, acknowledges and agrees that in no event shall any person who has access to the BankUnited TreasurySuite Services be permitted to conduct transactions using the Wire Transfer Services from any personal accounts through the BankUnited TreasurySuite Services.

(ii)

(iii) The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any transaction, order, instruction or entry performed through the Account Linking Services including, without limitation, whether a transaction was authorized, the purpose of the transaction, the amount of the transfer, or the application of any funds transferred, even if such transfer will result in payment to the Company, or any Owner, officer, employee, agent, authorized signatory, user or any other person. COMPANY UNDERSTANDS AND AGREES THAT COMPANY IS RESPONSIBLE FOR ANY PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS, WHETHER AUTHORIZED OR UNAUTHORIZED, AND WITHOUT REGARD TO THE SIGNING AUTHORITY, PERFORMED ON ANY ACCOUNTS USING THE ACCOUNT LINKING SERVICES AND AGREES TO RELEASE AND FOREVER DISCHARGE THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUBISDIARIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES AND CAUSES OF ACTION, WHETHER IN LAW OR IN EQUITY, WHICH MAY NOW EXIST OR MAY HEREAFTER EXIST AGAINST THE BANK ON ACCOUNT OF OR ARISING OUT OF THE ACCOUNT LINKING SERVICES OR ANY TRANSACTION, WHETHER AUTHORIZED OR UNAUTHORIZED, PERFORMED THROUGH THE ACCOUNT LINKING SERVICES.

The Company agrees to immediately notify the Bank in writing if its authority to access or effect transactions on an Account change or if it desires to de-link any Account. Such notices shall include the name, account number and taxpayer identification number of the Account to be delinked. Bank shall not be liable to Company, any Owner or any other person for any transactions performed on such Account before the Bank has received such notice and has had a reasonable opportunity to act thereon.

ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR PERSONAL ACCOUNTS

Your Liability for Unauthorized Transfers or Payments (Personal Accounts)

If you permit other persons to use your Credentials, you are responsible for any transactions they authorize from your personal accounts. If you believe your Credentials has been lost, stolen or compromised or that someone has made payments, transferred or may transfer money from your personal account without your permission, notify us AT ONCE, by calling our Client Care Center at (877) 779-BANK (2265) or writing us at:

BankUnited, N.A.
Operations/EFT Error
7815 NW 148th Street
Miami Lakes, Florida 33016

If you telephone us, we may require that you send us written confirmation of your notice to be received within ten (10) business days of your phone call. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in resolving your claim or dispute.

Tell us AT ONCE if you believe your Credentials have been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping possible losses to a minimum. If you do not do so, you could lose all the money in each of your Accounts, including, the available balance in any credit account. If you tell us within two (2) business days after you discover the loss or theft, you can lose no more than $50 if someone gained access to and used your Credentials without your permission.

If you do NOT tell us within two (2) business days after you discover the loss or theft of your Credentials and we can prove that we could have stopped someone from using your Credentials without your permission, if you had told us, you could lose as much as $500.

Also, if any account statement shows transactions that you did not make, and you do not contact us within sixty (60) days after the statement was transmitted to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or an extended hospital stay, kept you from telling us, we may extend the time periods.

Our Liability for Failure to Complete Transactions (Personal Accounts)

If we do not complete a transaction on time or in the correct amount, when property instructed by you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable for example:

i. If, though no fault of ours, there are insufficient funds in your personal account to complete the transaction or the account has been closed.
ii. The funds in your personal account are unavailable.
iii. The funds in your personal account are subject to legal process.
iv. We have reason to believe that the transaction requested is unauthorized.
v. your operating system or software was not functioning properly at the time you attempted to initiate such transaction, and it was evident to you at the time you began the transaction.
vi. The failure is due to a loss of power or internet connectivity during your session where you were not provided, or did not record, your transaction confirmation.
vii. the failure was due to circumstances beyond our control such as fire, flood, act of God, power outage and the like
viii. you attempt to complete a transaction that is not a permissible transaction.
ix. you have not provided us with complete and correct information or properly followed our procedures on how to complete a transaction

This list of examples is meant to illustrate circumstances under which we would not be liable for failing to make a transaction and is not intended to list all of the circumstances where we would not be liable.

In Case of Errors and Questions about your Accounts (Personal Accounts)

If you think your statement is wrong, or if you need more information about a transaction listed on it, please call us at (877) 779-BANK (2265) or write to us at:

BankUnited, N.A.
Operations/EFT Error
7815 NW 148th Street
Miami Lakes, Florida 33016

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

1. Your name and account number.
2. A description of the error or the transaction you are unsure about,and why you think it is an error or want more information; and
3. The amount of the suspected error.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days to investigate your

complaint or question. If we do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than thirty (30) days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the United States, the forty-five (45) day period is extended to ninety (90) days. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. If you tell us verbally, we may require that you send your complaint or questions in writing within ten (10) business days to the above address. If we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we credited your account, you must repay us if we conclude no error has occurred.

UNLAWFUL TRANSACTIONS

The Company agrees not to use the BankUnited TreasurySuite Services for any illegal or unlawful purpose. The Company further acknowledges and agrees that the Bank has no obligation to monitor or review the Company's transactions for legality and that the Bank may presume that all of the Company's transactions are legal in all applicable jurisdictions. The Bank reserves the right, however, to decline any transaction that it believes is an illegal transaction or a high-risk transaction in any applicable jurisdiction. The Bank is not responsible for the recovery or reimbursement to the Company of any funds transferred in connection with any authorized transaction that is determined to be illegal.

Company further agrees that the BankUnited TreasurySuite Services shall not be used in locations prohibited under United States laws and regulations including, without limitation, laws and regulations issued and administered by the United States Treasury Office of Foreign Assets Control.

The Company further agrees not to use any Account(s) or any of the BankUnited TreasurySuite Services to engage in any internet or online gambling transaction, including, without limitation, those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq. The Bank reserves the right to decline any transaction that it believes is an internet or online gambling transaction.

REPRESENTATIONS AND WARRANTIES

THE COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT THE USE OF THE BankUnited TreasurySuite SERVICES ANY OF THE SPECIFIC SERVICES AND THE MOBILE APP IS AT THE COMPANY'S SOLE RISK. THE BankUnited TreasurySuite SERVICES, THE SPECIFIC SERVICES AND THE MOBILE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS, AND THE COMPANY'S RIGHTS AND REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE. THE BANK AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM, AND THE COMPANY HEREBY WAIVES AND RELEASES THE BANK, ITS THIRD PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY KIND, OBLIGATIONS AND LIABILITIES, RELATING TO THE BankUnited TreasurySuite SERVICES, ANY OF THE SPECIFIC SERVICES, OR THE MOBILE APP, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, QUALTIY, ACCURACY, SUITABILITY, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE, OR COURSE OF PERFORMANCE.

THE BANK MAKES NO REPRESENTATION OR WARRANTY THAT THE BankUnited TreasurySuite SERVICES, ANY OF THE SPECIFIC SERVICES, OR THE MOBILE APP WILL MEET THE COMPANY'S REQUIREMENTS OR EXPECTATIONS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE BANK FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE

OBTAINED THROUGH THE USE OF THE BankUnited TreasurySuite SERVICES, ANY OF THE SPECIFIC SERVICES, OR THE MOBILE APP IS OBTAINED AT COMPANY'S OWN DISCRETION AND RISK, AND THE BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE COMPANY'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO COMPUTER VIRUS OR OTHERWISE. THE BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD-PARTY INFORMATION OR DATA THAT THE COMPANY OBTAINS THROUGH THE USE OF THE BankUnited TreasurySuite SERVICES, ANY OF THE SPECIFIC SERVICES OR THE MOBILE APP.

ACCOUNT ACCESS THROUGH THE BankUnited TreasurySuite SERVICES IS SEPARATE AND DISTINCT FROM THE COMPANY'S EXISTING SIGNATURE ARRANGEMENTS FOR ITS ACCOUNTS. THEREFORE, WHEN COMPANY GIVES AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE BankUnited TreasurySuite SERVICES, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. THE COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF THE BankUnited TreasurySuite SERVICES. THE BANK SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND THE AUTHORITY OF ALL THE INSTRUCTIONS RECEIVED BY BANK THROUGH THE BankUnited TreasurySuite SERVICES, AND TO ACT ON SUCH INSTRUCTIONS.

THE BANK MAY PERIODICALLY AMEND, ADD, DELETE, UPDATE OR ALTER THE BankUnited TreasurySuite SERVICES, ANY OF THE SPECIFIC SERVICES OR THE MOBILE APP, INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE AND SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE SITE.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND COMPANY'S PARTICIPATION IN THE BankUnited TreasurySuite SERVICES.

INDEMNIFICATION BY COMPANY

In consideration of the BankUnited TreasurySuite Services to be provided hereunder, the Company agrees to indemnify, defend and hold the Bank, its officers, directors, employees, parent, subsidiaries, affiliates, representatives, agents, and each of their respective successors and assigns harmless from and against all actions, proceedings, liabilities, losses, , claims (including, without limitation, presentment and warranty claims), damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, incurred by the Bank in connection with the provision of the BankUnited TreasurySuite Services or any Specific Services by the Bank, or in any action between the Bank and the Company or any action between the Bank and any third party, arising out of or concerning the BankUnited TreasurySuite Services, any Specific Services or this Agreement, except if such liability or expense results solely out of the Bank's gross negligence or willful misconduct. The Company's indemnification obligation shall survive termination of this Agreement and termination of Company's participation in the BankUnited TreasurySuite Services.

In addition to the other indemnification requirements set forth in this Agreement, Company agrees to indemnify, defend and hold Bank harmless from and against any and all actions, proceedings, liabilities, losses, claims (including, without limitation, warranty claims), costs, expenses and attorney's fees relating to or arising in connection with: (a) Bank processing of items or debiting or crediting the account of any person in accordance with this Agreement or Company's instructions; (b) Company's actions or omissions including, without limitation, a breach of any representation or failure to comply with this Agreement by Company; (c) any misuse or the RDC Services by Company, its employees or agents; (d) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of any Images or information to Bank; (e) the failure to act or delay by any financial institution other than Bank; or (f) any claim by a recipient of a substitute check (or a check in electronic form) that the recipient incurred a loss due to (i) the receipt of the substitute check (or the check in electronic form) instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check, and/or a paper or electronic copy of either. This indemnity shall survive termination of this Agreement.

INTERRUPTIONS IN SERVICE

The Bank may, at any time and from time to time, revise, update, modify or discontinue, in whole or in part, the BankUnited TreasurySuite Services or any Specific Services. The Bank will endeavor to provide the Company with prior notice of such changes (by posting a notice of such changes on the Site) but we cannot guarantee that such notice will be provided.

SECURITY INTEREST

To secure all obligations of the Company to the Bank arising from this Agreement, the Company grants to the Bank a security interest in all Accounts of the Company at the Bank, whether now or hereafter established by or for the benefit of the Company, and all funds in those Accounts. This security interest shall survive termination of this Agreement and termination of Company's participation in the BankUnited TreasurySuite Services. This security interest is supplemental to and not in lieu of any security interest granted by the Company to the Bank pursuant to any other agreement.

COMPLIANCE WITH LAW

The Company shall comply with all laws, rules and regulations applicable to the Company's use of the BankUnited TreasurySuite Services and any of the Specific Services including, without limitation, Regulation CC, Federal Reserve Board Regulation J, the UCC, the Unlawful Internet Gambling Enforcement Act, any rules established by an image exchange network through which items are processed pursuant to this Agreement and any data protection requirements imposed under applicable federal, state and local laws, rules and regulations. The Company shall be responsible for fulfilling any compliance requirement or obligation that the Bank and/or Company may have with respect to the BankUnited TreasurySuite Services and any of the Specific Services under all applicable U.S. federal and state laws, rules and regulations including, without limitation sanction laws administered by OFAC and other requirements relating to anti-money laundering including, without limitation the federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such acts, as each may be amended from time to time.

UPDATES

The Company shall provide written notice to the Bank of any changes to the information provided by the Company to the Bank including, without limitation, additional locations, any change in business, any new business, any change to the identity or principals and/or owners, any change to the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by the Bank within five (5) business days of the change. The Company shall provide any additional information requested by the Bank within five (5) days of such a request. The Bank retains the right to (i) review the Company's files and business activities from time to time to confirm the Company is conducting business as stated by the Company when entering into this Agreement and (ii) re-price or terminate the BankUnited TreasurySuite Services or any Specific Service based on changes to information previously provided by the Company to the Bank.

TERMINATION

Either the Bank or the Company may terminate this Agreement upon thirty (30) days prior written notice. Additionally the Company acknowledges and agrees that the Bank may immediately terminate or suspend access to the BankUnited TreasurySuite Services without notice to the Company if any of the following occurs: (a) the Company becomes insolvent, files or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in the Company's business or financial conditions; (c) the Bank has reason to believe that the Company has engaged in fraudulent or illegal activity; (d) the Company violates the terms of this Agreement or any other Agreement with the Bank; (e) the Company fails to provide financial information reasonably requested by the Bank; (f) the

Bank determines, in its sole discretion, that it is impractical or illegal for the Bank to continue to provide the BankUnited TreasurySuite Services because of changes in laws, rules or regulations; (g) the Bank determines, in its sole discretion, that the Company' use of the BankUnited TreasurySuite Services presents unacceptable financial risk to the Bank; (h) the Company fails to access the BankUnited TreasurySuite Services or the Site for a period of three (3) consecutive months or longer or (i) the Bank is required by governmental authority. Notwithstanding anything to the contrary contained herein, upon the closing of an Account, all BankUnited TreasurySuite Services linked to such Account shall be simultaneously terminated. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to such termination. All sections of this Agreement which are intended by their terms to survive termination of this Agreement, will survive any such termination.

BANK'S PROPERTY

All materials produced by the Bank, and all documentation, programs and magnetic tapes and files are, and shall remain the property of, the Bank, free of any claim by the Company, and same shall not be used by the Company for any purpose other than as set forth herein. Upon termination of the BankUnited TreasurySuite Services by either party, the Bank may deactivate or delete any Credentials and all related information and/or bar the Company further access to the BankUnited TreasurySuite Services.

CONFIDENTIAL INFORMATION

The Company acknowledges that all information or data provided through or related to the BankUnited TreasurySuite Services including, without limitation, this Agreement, the Software, system documentation, and processes, constitute trade secrets and proprietary data of Bank and its applicable licensors or suppliers. The Company further acknowledges and agrees that the Company has no ownership interest in such information and agrees that such information shall not be used or disclosed, in whole or in part, to any person, firm, corporation, association or other entity, other than its employees requiring such knowledge in the performance of their duties or as required by law.

INTERNET DELIVERED SERVICES

The Company acknowledges that the BankUnited TreasurySuite Services involve use of the internet for the delivery of files and other information and for obtaining files and other information. The Company represents that it is aware of the processes implemented by the Bank with respect to the use of the internet in connection with the delivery of the BankUnited TreasurySuite Services and the Company agrees that such processes are commercially reasonable and acceptable to the Company even if such processes do not consist of the most recently developed technologies for such activities. The Company further acknowledges that the Bank does not and cannot control the flow of data to or from the Bank's network and other portions of the internet and that the Bank is not responsible or liable for any delays, malfunctions or inconveniences resulting therefrom.

SERVICE PROVIDERS

The Company acknowledges and agrees that from time-to-time the Bank may make the BankUnited TreasurySuite Services available through or using one or more third-party service providers. The Bank shall have no obligation to disclose arrangements with third parties to the Company or obtain the Company's consent thereto. Company agrees that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Agreement and that such service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to Bank. The Company authorizes the transfer of information relating to the Company to such service providers for use in connection with the BankUnited TreasurySuite Services or as required by law.

ASSIGNMENT

The Company may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights hereunder. The Bank may assign its rights and liabilities hereunder without notice or liability to the Company.

AUDIT

Upon notice from the Bank, the Company shall provide the Bank's employees with regulatory examiners, and auditors have access, at reasonable times, to the Company's facilities, data and records relating to the BankUnited TreasurySuite Services. The Company agrees to allow the Bank to review available reports of independent audits performed at the Company's location related to information technology, the BankUnited TreasurySuite Services, and any associated operational processes. If the Company refuses to give the Bank or its regulators or auditors access to the Company's facilities, data or records, the Bank may terminate the Company's use of the BankUnited TreasurySuite Services and this Agreement.

NOTICES

Unless expressly stated otherwise, any notice, request, demand or other communication to be given in connection with this Agreement shall be in writing and shall be either personally delivered against a written receipt, delivered by recognized overnight courier or by first class mail, postage prepaid, registered or certified, return receipt requested to the then current address of record. Any notice, request, demand, or other means of communication shall be deemed validly and effectively given on the date of such a delivery.

GOVERNING LAW/VENUE

This Agreement shall be governed and interpreted in accordance with applicable federal law, rules, and regulations, and by applicable state law to the extent not superseded by federal law. The applicable state law shall be the law of the state of the Bank's banking center where the account is opened, or if the account is opened by mail, internet or other remote means, the applicable state law shall be Florida. Any action or proceeding arising out of or concerning this Agreement, the BankUnited TreasurySuite Services or any of the Specific Services shall be brought exclusively in the state or federal courts sitting in the state in which the Bank's banking center where the Accounts are maintained is located. The Company hereby waives and agrees not to assert in any action or proceeding that the Company is not personally subject to the jurisdiction of such courts or that the action or proceeding is brought in an inconvenient or improper forum.

JURY TRIAL WAIVER

EXCEPT WHERE PROHIBITED BY LAW, THE COMPANY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL PROCEEDING RELATING TO THE BankUnited TreasurySuite SERVICES, THE SPECIFIC SERVICES OR THIS AGREEMENT.

RISK OF LOSS

In the event of a system failure or interruption, Company's data may be lost or destroyed. Any transactions that the Company was in the process of completing or completed shortly before a system failure or interruption should be verified by the Company through means other than the BankUnited TreasurySuite Services to ensure the accuracy and completeness of such transactions. The Company assumes the risk of loss of its data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

MISCELLANEOUS

No failure of the Bank to enforce any right or remedy shall act as a waiver thereof. No waiver shall be valid

unless in writing. In the event any part of the application, this Agreement, or these terms and conditions is deemed unenforceable or void, the remainder shall, at the option of the Bank, continue in full force and effect or be canceled immediately. Headings and captions contained in this Agreement are inserted for convenience purposes only and shall not be construed in the interpretation thereof. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that: (a) the singular includes the plural and vice versa, (b) words importing the masculine gender shall include the feminine and neutral genders, (c) including," "includes," and comparable terms mean "including without limitation. (d) hereunder," "hereto," "hereof," and "herein," unless the context clearly indicates otherwise, refer to the whole Agreement and not to a particular section, and (e) written," "writing," and comparable terms mean any intentional reduction of information to tangible form by any means as Bank may agree to use or accept, including an electronic record; Except as otherwise expressly set forth herein, no person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof, intended or otherwise.

INTELLECTUAL PROPERTY

All marks and logos related to the BankUnited TreasurySuite Services, or any Specific Service, are either Bank's trademarks or registered trademarks of our licensors or third-party service providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors or third-party service providers. The Company may not copy, imitate, or use any of the above marks without our or our licensor's or third-party service provider's prior written consent, which we may withhold in our or their sole discretion. Without limiting the foregoing, Company agrees that Company will not use or display any of the above marks: (i) in, as or part of Company's own trademarks or those of any third parties,
(ii) in any manner likely to cause confusion, (ii) in any manner that is disparaging to Bank, our licensors or third party service providers, or (iv) in any manner that implies Bank, its licensors, third party service providers, or any other their respective parent, subsidiaries or affiliates sponsors or endorses the Company's activities, products or services. . All right, title and interest in and to the BankUnited TreasurySuite Services, the technology related thereto, the Site and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors or third-party service providers. Company may not copy, reproduce, distribute, or create derivative works from, reverse engineer or reverse compile the technology for the BankUnited TreasurySuite Services, any Specific Services or any other services or technology used in connection with the BankUnited TreasurySuite Services.

Moreover, any suggestions, ideas, notes, drawings, concepts or other information that the Company may send to us regarding the BankUnited TreasurySuite Services shall be considered an uncompensated contribution of intellectual property to the Bank and our licensors, shall also be deemed the Bank's and the Bank's licensors' or third party service providers' exclusive intellectual property and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to the Bank, the Company automatically grants (or warrants that the owner of such materials has expressly granted) to the Bank and our licensors or third party service providers a perpetual, royalty-free, irrevocable, non- exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived and you warrant that you have the right to make these warranties and transfers of rights.