



ONLINE BANKING AGREEMENT AND DISCLOSURE

Centric Bank

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ONLINE BANKING AGREEMENT. This Online Banking Agreement and Disclosure ("Agreement") governs the use of our Online Banking Services ("Online Services") and serves as the agreement between you and Centric Bank. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of Online Services constitutes your acceptance and agreement to the terms and conditions of this Agreement as well as any other terms made available to you using Online Services. Additionally, your use of any Online Services that we introduce in the future constitutes an acknowledgment and agreement to the terms and conditions associated with those Online Services. Any agreements, amendments, notices, periodic statements, and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us prior to acceptance.

DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to Centric Bank, the financial institution.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer deposit accounts, such as Checking, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.
- 1.3 "Login Credentials" refers to the combination of your Online Services identification and password that must be used together to securely access your account information.
- 1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure and Agreement, Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Schedule of Fees.
- 1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Monday through Friday 8:30 am - 5:00 pm (Excluding Holidays).
- 1.6 "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture.
- 1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.8 "Check" refers to the definition provided in Regulation CC — Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check.
- 1.9 "Original Check" refers to the definition provided in Regulation CC — Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.10 "Substitute Check" refers to the definition provided in Regulation CC — Availability of Funds and Collection of Checks: a paper reproduction of an original check that — (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
- 1.12 "Electronic Check" refers to the definition provided in Regulation CC — Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

SYSTEM REQUIREMENTS. Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services:

HARDWARE, SOFTWARE AND OPERATING SYSTEM: You are responsible for installation, maintenance, and operation of your computer, browser and software. Centric Bank is not responsible for errors or failures from any malfunction of your computer, browser or software. Centric Bank is also not responsible for computer viruses or related problems associated with use of an online system. The following are the minimum hardware, software and operating system requirements necessary to use Centric Bank Online Banking and receive Electronic Communications:

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 6.0 or higher.
- A computer, operating system and internet access capable of receiving, accessing, displaying and either printing or electronically storing Communications provided by Centric Bank. If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

ACCOUNT ACCESS. You may access your Account(s) at Centric Bank's website, www.centricbank.com. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our customer service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

USE OF PERSONAL INFORMATION. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure and Agreement for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s). If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately.

TRANSACTIONS AND FUNCTIONS OF THE SERVICES. The transactions and functions available through Online Services may include, but are not limited to, the following:

- Transfer of funds between Accounts
- Transfer of funds between Accounts on a recurring basis
- Balance inquiry on each Account
- Request or retrieve a copy of a paid check, paid share draft, or past statement on the Account
- Change the Account(s) and Access Information for Online Services
- Conduct secure email communication with us regarding Online Services
- The use of our Bill Pay Services
- The use of Mobile Banking services

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Services limitations. We reserve the right to restrict the use of Online Services for any account type or to impose any other limitation or restriction on the use of Online Services.

ONLINE TRANSACTION FUNDING. In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage,

and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges. If you have opted in to overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

EFFECTIVE TIMING OF TRANSACTIONS. Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 10:00pm on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers requested after 10:00pm on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is 10:00pm. If you have any questions or problems canceling the transfer, please contact us.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Schedule of Fees provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers. When signing up for Online Services, a separate schedule of fees and charges specific to these Online Services will be provided.

BILL PAY SERVICES. You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. If using a money market and savings type account, be aware that the number of transactions allowed may be limited by federal regulation to six per month. You must maintain sufficient available funds in the designated Account to satisfy the expected payment activity.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 2 days as set-up time for Checks and online payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

CANCELING BILL PAY SERVICES. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device,

your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

YOUR LIABILITY. You are responsible for the activity performed through Online Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you. You also agree to review your Account activity online, through periodic statements or through the use of any other application. If you have any questions or concerns about any Online Services activity, you should contact us immediately.

You acknowledge that you do not own or have any proprietary rights to Online Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Services and any transaction or functions performed using these Online Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

OUR LIABILITY. We are responsible for taking all reasonable measures to ensure that Online Services are available and functioning optimally, reserving the right to temporarily remove Online Services from access for maintenance or upgrades. We also accept responsibility to process any function or transaction requested by you through Online Services in a timely manner when submitted within the terms and conditions of this Agreement.

The hardware and software specifications for these Online Services are located in the System Requirements section above. We accept no responsibility, and you agree to hold us harmless for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your web browser, wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless for any system virus or other system problem attributable to Online Services or to your internet or wireless service provider.

CANCELING SERVICE. You may cancel any or all of these Online Services at any time by contacting us. Upon cancellation, you agree to immediately discontinue any use of our Online Services, and you agree to remain liable for all transactions performed on your Accounts. We reserve the right to refuse your application for Online Services if your Accounts are not in good standing, and to suspend, restrict, or cancel your authorization to use Online Services at any time, at our discretion. We will take reasonable measures to reach you concerning the Online Service cancellation, but are under no obligation to provide you such notice. If Online Services are reinstated, this Agreement will remain in effect.

GOVERNING LAW. The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Services continue to be governed under this Agreement and the Disclosures provided to you for each Account. We will notify you of any changes as required by law.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ASSIGNABILITY. We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your right and duties under this Agreement at any time.

NO WAIVER. You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power, or privilege.

ADDITIONAL ONLINE SERVICES INFORMATION. REGARDING BANK-TO-BANK TRANSFERS

Within Centric Bank's NetTeller Online Banking you may separately enroll for the Bank-To-Bank Transfer Service ("Service"). This Service allows you to transfer funds between your linked personal deposit accounts at Centric Bank and certain deposit

accounts at other financial institutions. An inbound transfer moves funds into an account at Centric Bank. An outbound transfer moves funds from an account at Centric Bank to an account outside of Centric Bank. You will need to enroll each of your non-Centric Bank accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds.

All accounts requested to be used as part of this Service will be verified in accordance with Centric Bank procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete this verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Centric Bank account the business day following the day you initiate the transfer, provided you have met the bank's cutoff time for submitting bank-to-bank transfers. In the case of a future-dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 10:00PM Eastern. Funds requested to be transferred will be debited/credited to the non-Centric Bank account according to the receiving bank's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future-dated and recurring transfers can be cancelled by 10:00PM Eastern on the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer. There currently are no fees for the Service. Fees are subject to change.

Transfers are subject to the following limits unless otherwise agreed upon by you and Centric Bank:

1. Up to three inbound transfers per day, not to exceed a total of \$5,000.00
2. Up to three outbound transfers per day, not to exceed a total of \$2,000.00

The above limits apply to the total of all bank-to-bank transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

CENTRIC BANK REMOTE DEPOSIT ANYWHERE USER AGREEMENT

This Agreement sets forth the terms and conditions that apply to Centric Bank's Remote Deposit Anywhere Service and your use of it. You accept and agree to be bound by these terms in order to use the Remote Deposit Anywhere Service and conduct mobile deposits. Other Agreements you have entered into with Centric Bank ("we", "us", "the Bank"), including your User Agreement, Mobile Banking Agreement, Deposit Agreement, Online Agreement and related disclosures and fee schedules are incorporated by reference and made a part of this Agreement. Further, you are required to comply with the Mobile Banking User Guide and the Frequently Asked Questions (FAQ's) available on the Bank's website at www.centricbank.com. Failure to comply with any of these terms and conditions may result in the suspension or termination of the Remote Deposit Anywhere Service. These terms and conditions may be amended, supplemented or changed at any time.

SERVICE: The Bank's Remote Deposit Anywhere Service is designed to allow you to make deposits to your checking or savings accounts from your camera-enabled mobile device. Capturing check images and information and delivering the items and associated deposit information to the Bank or the Bank's third-party processor via a wireless connection.

ELIGIBILITY REQUIREMENTS: You must be enrolled in Centric Bank's Internet Banking. You must demonstrate financial responsibility with all Centric Bank accounts and have no more than two returned deposited items within the last 90 days. You must be at least 18 years of age. If you do not meet these criteria, your account may be disabled from RDA capabilities without prior notice.

CUSTOMER ACKNOWLEDGEMENT: The Customer understands that any action taken pursuant to this Agreement will be conducted by electronic means that complies with the operating and security procedures applicable to this service. The Customer affirms that the Customer's act described in this Agreement will be attributed to the Customer and will constitute the duly authorized electronic signature of the Customer.

ENDORSEMENT REQUIREMENTS: You will be required to endorse the back of your check with your signature and the words "For mobile deposit at Centric Bank" before taking a photo of the check for deposit using our mobile banking app. Your check may be rejected without proper endorsement. After you've taken the photo of the check, please remember to mark the box on the back of the check indicating that the Mobile Deposit was made.

ELIGIBLE ITEMS: Cash and coins are not accepted through Remote Deposit Anywhere. You may deposit checks only through RDA; however, the following types are not accepted:

- U.S. Treasury Checks
- Cashier's Checks
- Money Orders
- Insurance Claim Checks
- Checks that are not payable in US Dollars
- Check that are not drawn on a branch within the US borders

AVAILABILITY OF FUNDS: For deposits made before 6:00 pm EST, funds will be available the next business day. For deposits made after 6:00pm EST, funds will be available on the second business day. For new customers during the first 30 days, deposits will be made available on the fifth day after the day of your deposit.

Disposal of Transmitted Items: Place an indication on the check that you have deposited the item. Verify the deposit on your monthly statement. Retain and store the item for a minimum of 60 days in a secure manner. After 60 days of presentment, shred the item.

DEPOSIT LIMITS: All items deposited via the Service are subject to Bank review and/or approval. The deposit limits set forth for personal customers is 10 items per month totaling \$2500.00 per day and \$5,000.00 per month. The deposit limit for business customers is customized and is based on the needs of the business customer.

CHANGE IN TERMS: This Agreement is subject to change from time to time. We will notify you of any material change, including fees, via email, text/statement message, or on our website(s). Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service.

TERMINATION: We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with other related agreements with us.

DISCLAIMER OF WARRANTIES: You agree that your use of the Service and all information and content (including that of third parties) is at your risk and is provided on an "as-is" and "as-available" basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Service (1.) will meet your requirements, (2.) will be uninterrupted, timely, secure, or error-free, (3.) the results that may be obtained from the service will be accurate or reliable, and (4.) any errors in the Service of technology will be corrected.

LIMITATION OF LIABILITY: You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the Service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.