



BUSINESS BANKING SERVICES AGREEMENT

This **BUSINESS BANKING SERVICES AGREEMENT** ("Services Agreement") is entered into as of the date set forth on the signature page below by and between Simmons Bank ("we," "us," "our," or "Bank") and the entity, sole proprietorship, or other business signing below ("Business," "your," or "you").

WHEREAS, Bank is a state member bank and insured depository institution with its principal place of business located in Pine Bluff, Arkansas, and Bank provides a variety of business banking services ("Services"), which are each described in this Services Agreement;

WHEREAS, you desire to engage in a business banking relationship with Bank, wherein Bank will provide certain of the Services to you in accordance with the terms and conditions of this Services Agreement; and

WHEREAS, by entering into this Services Agreement, you agree to be bound by such terms and conditions, and your use of any Service will be further evidence of your agreement to such terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Bank agree as follows:

A. GENERAL TERMS

1. DEFINITIONS. The following defined terms apply to this Services Agreement.

(a) "Access Credentials" means out-of-band OTPs (defined below) and codes, multi-factor authentication, unique Business and/or user IDs, passwords, personal identification numbers ("PINs"), secure tokens, test codes, and/or other authentication methods used by Administrators and/or Users to access and/or use one or more of the Services.

(b) "Account Agreement" means the agreement(s) and corresponding notices, disclosures, user guide(s), and other documentation constituting the terms and conditions of each of your deposit, checking, and/or trust accounts with Bank (each an "Account," as defined in the section of these General Terms titled "Accounts and Fees"), including, without limitation and as applicable, the agreements and disclosures governing Simmons Online Banking.

(c) "Administrator" means any individual that is an authorized signer on one of your Accounts or that you otherwise designate as an Administrator in accordance with such procedures as we may establish from time to time.

(d) "Agreement" means this Services Agreement (inclusive, for the avoidance of doubt, of any appendices, exhibits, addenda, schedules, and other attachments), all as may be amended from time to time.

(e) "Authorized Representative" means your officer(s), employee(s), or agent(s) listed on a resolution or other documentation acceptable to Bank in accordance with such procedures as we may establish from time to time, each of whom you represent and warrant is duly and expressly authorized pursuant to resolutions approved by your governing individual or body (i.e., board of directors, board of managers, sole shareholder, sole proprietor, etc., as applicable) to execute this Agreement and manage the use of Services on your behalf.

(f) "Available Balance" means the balance of an Account that is the result of the total debit and credit activity (including, without limitation, Float, Memo Posted Debits, Memo Posted Credits, and Holds) as of a specific date and time.

(g) "Business Day" means any day on which the main office of Bank is open to the public during any part of such day for carrying on substantially all of its banking functions, except "Business Day" shall not include a Saturday, a Sunday, or a legal holiday applicable to an Arkansas chartered bank.

(h) "Business Day Cutoff" means the cut-off time for posting, processing, or availability purposes, which Bank has established based on its Business Days in the Central Time Zone ("CT") for the United States. General Business Day Cutoffs are available at <https://simmonsbank.com/business/treasury-management/service-cutoff-times>. However, Bank reserves the right to change Business Day Cutoffs from time to time.

(i) "Collected Balance" means the balance of an Account without regard to Holds, uncollected items (i.e., Float), Memo Posted Credits, and Memo Posted Debits.

(j) "Float" means the dollar amount of deposited but uncollected items that are in the process of collection by Bank from the banks against which the items are drawn (a/k/a, uncollected funds).

(k) "Funds Transfer Request" means any request, order, or other instruction for or related to the transfer of funds by electronic or other means, including, without limitation, a "payment order" or request for a "funds transfer" (as those terms are defined in Article 4A of the UCC), and an "Entry" (as that term is defined in the NACHA Rules).

(l) "General Terms" means the provisions of Section A of this Services Agreement titled "General Terms".

(m) "Governmental Authority" means all federal, state, and local governmental authorities and agencies, including, without limitation, all federal and state banking, consumer protection and financial services regulatory agencies, which include, but are not limited to, the Arkansas State Bank Department ("Department"), the Federal Deposit Insurance Corporation ("FDIC"), the Board of Governors of the Federal Reserve System ("Federal Reserve"), the Federal Financial Institutions Examination Council ("FFIEC"), the Consumer Financial Protection Bureau ("CFPB"), the Office of



Foreign Assets Control ("OFAC"), and the Financial Crimes Enforcement Network ("FinCEN").

(n) "Hold" means a restriction on payment of all or any part of the balance in an Account.

(o) "Laws" means all federal, state, and local laws, rules, regulations, requirements, regulatory guidelines and guidance, and official commentaries, including, but not limited to: (i) all applicable rules, regulations, requirements, guidelines, and commentaries issued by any Governmental Authority; (ii) the Federal Trade Commission Act and all state acts governing fair business and trade practices applicable to your business; (iii) the Bank Secrecy Act ("BSA") and Anti-Money Laundering ("AML") laws and regulations; (iv) applicable sections of the USA PATRIOT Act, implementing regulations related to Know-Your-Customer ("KYC") and Customer Identification Programs ("CIP"); and (v) Articles 3, 4 and 4A of the Uniform Commercial Code ("UCC") as currently in effect and as thereafter amended in the Code of the State of Arkansas (Ark. Code Ann. Title 4, Subtitle 1, Chapters 3, 4 and 4A).

(p) "Memo Posted Credits" are any credits for a current or next Business Day, which may be posted to an Account intraday or during nightly processing (e.g., ACH transactions, wire transfers, and teller deposited items).

(q) "Memo Posted Debits" are any debits for a current or next Business Day, which may be posted to an Account intraday or during nightly processing (e.g., ACH transactions, wire transfers, and teller cashed checks).

(r) "Rules" means all rules, regulations, requirements, and procedural guidelines established by any Governmental Authority or any clearinghouse or other organization in which Bank is a member or to which Bank has agreed to be bound, including, without limitation, the Operating Rules & Guidelines of the National Automated Clearing House Association ("NACHA").

(s) "Security Procedures" are certain security systems and procedures established by Bank from time to time that are designed and intended to verify the authenticity and origin of Funds Transfer Requests and other instructions and communications sent to us, as well as enable access to and use of the Services and the Services' delivery channels, and attempt to mitigate fraud risk. Security Procedures may include, without limitation, the use of Access Credentials and/or call-back verifications.

(t) "Simmons Online Banking" means Bank's online electronic banking systems and applications (including, without limitation, those online electronic banking systems and applications related to the Services), which are accessed through the internet and may be governed by the terms and conditions of separate online banking agreements and disclosures.

(u) "Stop Payment Order" means an order instructing Bank to refuse payment of a check, Entry or similar Funds Transfer Request against one of your Accounts.

(v) "Terms and Conditions" has the meaning assigned to it in Section 2(a) of these General Terms.

(w) "User" means any individual authorized by the Administrator(s) to transact business on your behalf in connection with the Services. For the avoidance of doubt, Administrators are also Users.

(x) **Other Terms.** Unless otherwise defined in this Agreement, capitalized terms shall have the meaning provided in the applicable Rules and/or Laws.

2. SERVICES; DISCLOSURES.

(a) You have made a request to obtain, and we agree to provide, the Services pursuant to the General Terms and the provisions of this Agreement applicable to each Service (collectively, the "Terms and Conditions").

(b) You may request a Service by any means we approve. If we accept and approve a Service request, we and you will be subject to the Terms and Conditions for that Service, which shall be in addition to these General Terms. For the avoidance of doubt, we are not obligated to honor any request you make for a Service and may decline to provide the Service to you for any reason or no reason. If you use or attempt to use a Service before final approval by us, (1) your attempt to use or use of the Service will be deemed to constitute your agreement to the terms for that Service, (2) you will indemnify, defend, and hold harmless Bank from and against any and all Indemnified Liabilities which may be imposed upon, incurred by, or asserted against Bank that arise from or relate in any way to that use or attempted use, and (3) we may block any future use of the requested Service. Services are provided for your benefit. For some Services, we may, but are not obligated to, provide user guides or training tutorials to assist you in using the Service. Bank will be responsible only for performing the Services as explicitly provided for in this Agreement, and Bank will have no obligations to you other than those explicitly stated in this Agreement.

(c) Bank, at its discretion, may deliver disclosures and other documentation concerning this Agreement or the Accounts in an electronic format, including, without limitation, through Simmons Online Banking. Such disclosures and other documentation may include, without limitation: (i) amendments to this Agreement; (ii) account statements; (iii) notice of changes in terms, conditions, and fees related to the Services; and (iv) privacy notices. You consent to accept such disclosures and other documentation in electronic format and further agree to maintain the necessary equipment to access such disclosures, whether through Simmons Online Banking or otherwise.

3. AUTHORIZED INDIVIDUALS. You acknowledge and agree that each of your Authorized Representatives, Administrators, and Users are and will remain authorized until you notify Bank in writing of revocation of any individual's authorization and Bank has had a reasonable time to act on such notice. Other individuals may be authorized only by adding them as authorized signers to your Account(s) or otherwise using such procedures as Bank may establish from time to time to establish Authorized Representatives, Administrators, and Users. You agree that you will provide the correct name, title, Business email address, and telephone number ("Contact Information") for each Authorized Representative, Administrator, and User, and that you will promptly notify Bank if there are any changes to the Contact Information or if an individual's authority is modified or revoked. Bank shall be entitled to rely on the information you previously provided until it receives and has had a reasonable time to act on such notice. You represent and warrant that you have commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Representative, Administrator or



User's Business email address, which include, at a minimum, the following:

- Each individual is assigned a unique business email address;
- Access to the individual's business email address is limited to that individual and other individuals as authorized by you from time to time;
- The Authorized Representative's access to the business email account requires at least the use of a unique username and password; and
- The Authorized Representative is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

Changes in your Authorized Representatives or Contact Information will become effective only once Bank has received written notice from you and has had a reasonable time to act on such notice. Bank may elect, in its sole discretion, not to act upon any Service request or transaction, for your protection, if Bank is unable to obtain proper verification to Bank's satisfaction or if there is any inconsistency between a Service request or transaction and information previously supplied to Bank regarding any of the above-listed Authorized Representatives.

4. SECURITY AND OPERATING PROCEDURES. Your access to and use of the Services (including, without limitation and for the avoidance of doubt, such access and use by any person who is designated as an Administrator or User) are subject to Bank's Security Procedures, and you agree to the use of, and will comply with, all mandated Security Procedures as required by Bank from time to time. You agree to safeguard any Access Credentials and to distribute such credentials only to authorized personnel. You understand that some elements of the Security Procedures will vary depending on the method used to initiate a Funds Transfer Request or other instruction.

Each time you use a Service, you acknowledge that you have been provided, and you agree to the use of, the Security Procedures, and you acknowledge, warrant, and agree that the Security Procedures for that Service are a commercially reasonable method of providing security against unauthorized Funds Transfer Requests or other instructions. We may rely without investigation on any Funds Transfer Request or other instruction issued in accordance with our Security Procedures, which shall constitute an authorized Funds Transfer Request or other instruction, regardless of whether it was, in fact, authorized by you. You will take reasonable steps to safeguard the confidentiality and security of your systems and notify Bank immediately if you have any reason to believe your security or confidentiality has been or may be breached. You understand that Bank's Security Procedures are not designed for the detection of errors in the transmission or content of any Funds Transfer Request or other instruction and that Bank is not obligated to detect errors, even if it takes action from time to time to do so. No procedure for the detection of errors has been agreed upon between Bank and you, and you are solely liable for such errors (including, without limitation, any duplicate Funds Transfer Request or other instruction and resulting duplicate items). The Security Procedures are in addition to, and do not limit, revoke or affect, the authority of any person to transmit instructions in your name or on your behalf. We may continue to rely upon such authority, and we are authorized to act upon instructions received from persons

acting pursuant to such authority. We further reserve the right to change the Security Procedures from time to time, and your continued use of the Services following the change will constitute your agreement to the new Security Procedures.

At the Bank's option, the Security Procedures may include Bank issuing or providing to your Administrators and Users secure tokens (either physical or virtual) which must be registered to a specific person within a designated time period determined by Bank. Sharing of tokens and other Access Credentials is strictly prohibited, and Bank reserves the right to terminate Services if it believes you or your Administrators or Users have breached this security provision. If an Administrator's or User's authorization is terminated and that Administrator's or User's token is not returned, you must immediately notify Bank. The cost of tokens will be charged to your Account according to Bank's most current fee schedule. If a secure token is lost or stolen, you must notify Bank immediately so that the secure token can be disabled. You are responsible for the security and custody of any token issued by Bank to you or your Administrators and Users. Any Funds Transfer Request or other instruction authenticated using a secure token will be deemed to be authorized by you, and you will be liable for the same, even if the Funds Transfer Request or other instruction was not, in fact, authorized by you.

At the Bank's option, either in addition to or as an alternative to secure tokens, the Security Procedures may include Bank requiring your Administrators and Users to authenticate themselves through an out-of-band authentication method ("OOBA"), which may include, without limitation, delivery of a one-time PIN ("OTP") or code. Delivery of the OTP or code may be made in any manner determined by the Bank, including, without limitation, a phone call or text message. Bank shall make one or more delivery methods available to you, in Bank's sole discretion, and you shall choose your delivery method from those made available by Bank to you. You agree that you shall be solely responsible for and retain complete control over maintaining correct and updated phone numbers and other contact information for delivery of OTPs or codes. You represent and warrant that all the information you provide to Bank in connection with OOBA, including, without limitation, phone numbers, are accurate, current, and complete, and that you have the right to provide such information to Bank for using the Services. Any Funds Transfer Request or other instruction authenticated using OOBA will be deemed to be authorized by you, and you will be liable for the same, even if the Funds Transfer Request or other instruction was not, in fact, authorized by you.

Separate from our Security Procedures, we may, in our discretion, use additional procedures to help identify, analyze, and/or address suspicious behavior. However, Bank's failure to do so shall not be evidence of any failure to exercise reasonable care or good faith, or evidence of any failure of Bank to implement commercially reasonable Security Procedures. We are not responsible for our refusal to act upon any instruction received by us that does not comply with this Agreement, including, without limitation, where our reasonable efforts to verify instructions in accordance with our Security Procedures have failed or where action is delayed until such verification can be obtained. Additionally, and separate from our Security Procedures, we may provide you with instructions and guidance with respect to the Services, including, but not limited to, the Security & Processing Best Practices set forth on the Appendix hereto (collectively, "Guidelines"). You acknowledge that Bank reserves the right to amend the



Guidelines as it deems necessary.

In the event of a computer system security breach, you will assist Bank in determining the manner and source of the breach. Such assistance shall include, without limitation, providing Bank or Bank's agent access to your hard drives, storage media and devices, systems and any other equipment or device that was used in the breach. If available to you, you will provide Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Failure to assist Bank shall be an admission by you that the breach was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach from you and not from a source controlled by Bank.

5. INTERNAL SECURITY CONTROLS; EQUIPMENT.

(a) You will establish, maintain and update your own commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") to safeguard the security and integrity of your information technology systems, methods, and information (including, but not limited to, the Access Credentials, access methods, and information used in connection with the Services) from unauthorized use, intrusion, takeover or theft (collectively, "Internal Security Breaches"). You are solely responsible for your Internal Security Controls. **You bear all risk of losses arising from your Internal Security Breaches and the interception of your communications prior to their receipt by Bank** (collectively, "Internal Security Losses"). **Bank assumes no liability for, and will not reimburse you in connection with, any Internal Security Losses.** Further, Bank assumes no responsibility with respect to any errors, failures, or malfunctions of your Internal Security Controls, or for any related problems that may occur with your use thereof in connection with the Services. You represent and warrant that your Internal Security Controls include, at a minimum, the following security elements: (i) limits and controls on who has access to your computer and other information technology systems, methods, and information; (ii) up-to-date security software and up-to-date software patches for its software programs, internet browsers, e-mail programs, and the like; and (iii) processes designed to maintain the integrity and confidentiality of the Access Credentials, access methods, and information. This is not intended as an exhaustive itemization of the Internal Security Controls that you may need. Bank does not warrant that implementation of any or all of the above recommendations will prevent Internal Security Losses. You are solely responsible for providing adequate safeguards and security measures to prevent fraudulently submitted transactions.

(b) Unless expressly provided in a written agreement with Bank, you are solely responsible for providing and maintaining equipment necessary to access the internet and use the Services. Bank assumes no responsibility for the defects or incompatibility of your equipment or software. You will comply with the terms of any software license(s) provided to you in connection with the Services. You agree to notify Bank promptly if any software or equipment Bank provides to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment we provided. Unless otherwise agreed to by us in writing, the computer programs, user guides, Security Procedures, software and equipment provided to you by or on behalf of us in connection with the Services represent our proprietary property and must be returned to us upon request.

6. COMPLIANCE.

(a) In connection with the Services and your activities, you will comply with all applicable Rules and Laws. You agree that Bank shall not be required to perform any action to debit or credit an Account or transfer funds if the Bank determines such action is inconsistent with the Laws or Rules. Bank has no obligation to you to send or receive debits or credits or facilitate funds transfers to or from foreign countries against which the United States has trade sanctions, or countries or individuals specifically identified and restricted by OFAC as of the date of the proposed transaction.

(b) You agree that you shall be responsible for any fines or penalties imposed on Bank as a result of your non-compliance with the Rules or Laws. You will reimburse, hold harmless, and indemnify Bank for all such fines and penalties pursuant to this Agreement.

7. ACCOUNTS AND FEES.

(a) As a condition to Bank's provision of the Services, you will maintain at Bank one or more active and eligible business checking, deposit, and/or trust accounts (individually, an "Account," and collectively, the "Accounts"), including, without limitation, any reserve Account, settlement Account, indemnification Account, or other Account required by Bank pursuant to the terms of an Account Agreement or this Agreement. You are solely responsible for funds to be conveyed, transferred or used in your Accounts as part of any Service provided by Bank. The Services may be provided to one or more of your Accounts (including, without limitation, those accounts held in your name and those associated with your tax identification number or customer information record). You may also designate certain other Accounts to access the Services. You represent and warrant that you have been authorized to access such Accounts through the Services. You agree to provide Bank, upon request, with written authorization of each Authorized Person, in a form and substance acceptable to Bank, evidencing that authority, and will notify Bank immediately in writing of any change to such authorization(s). You are required to designate certain Accounts for specific purposes in connection with some of the Services. If you fail to do so, or if the designated Account(s) close(s), Bank may designate Account(s) or terminate the Service(s).

(b) You agree to pay Bank for the Services provided under this Agreement in accordance with Bank's most current applicable online banking and/or business banking fee schedule(s) in effect when Bank performs the Services. Fees associated with Services may be included in analyzed services and may be offset by compensating balances as described in the Account Agreement. Should compensating balances not be sufficient to offset fees, the balance of fees due will be withdrawn by Bank on a monthly or other basis from your Account(s). Notwithstanding anything in this Agreement to the contrary, if sufficient balances are not available in your Account(s), Bank may charge any other Account of yours with Bank for such fees or, in Bank's discretion, permit an Account to maintain a negative balance. We may amend the fees for our Services from time to time. Special or additional Services performed at your request shall be subject to additional terms and fees.

(c) You are solely responsible for your own third party costs and expenses, including, but not limited to, audits and inspections, due diligence reviews, as well as internal expenses related to your use of the Services, such as telephone



access fees, internet services fees, communications fees, and data processing expenses. You are also responsible for any expenses incurred by Bank as a result of your breach of the representations, warranties, and covenants set forth in this Agreement, including, without limitation, all fees assessed against Bank for or related to your non-compliance with the Rules and Laws, and any investigations of Bank by a Governmental Authority relating to your banking activities.

8. OUR REPRESENTATIONS & WARRANTIES.

(a) We represent and warrant to you that:

(i) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental actions;

(ii) this Agreement represents our legal, valid and binding obligation; and

(iii) our performance of this Agreement and our provision of the Services pursuant to the Terms and Conditions, do not violate any corporate governance policy or any material agreement by which we are bound.

(b) We have entered into certain agreements with third party vendors in connection with the delivery of Services. We make no warranties or representations with respect to third party vendor software, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. **Furthermore, except as explicitly expressed elsewhere in this Agreement, we make no other representations or warranties, either expressed or implied, of any kind or nature with respect to the Services, including but not limited to the warranties of merchantability or fitness of the Services for a particular purpose. No descriptions or specifications constitute representations or warranties of any kind.**

9. BUSINESS COVENANTS, REPRESENTATIONS & WARRANTIES.

(a) You covenant, represent and warrant to Bank as follows, which shall be true as of the date of this Services Agreement and continue to be true through the duration of the term of the Agreement:

(i) You are solvent, duly organized, validly-existing, and in good standing in the jurisdiction in which you are organized, and are validly-qualified in any other jurisdictions where you do business and are required to be qualified, except where the failure to be qualified would not have a material adverse effect on you;

(ii) You have and will maintain, all permits, licenses, franchises, authorizations, orders and approvals of any Governmental Authority that are required in order to permit you to carry on your business as presently conducted;

(iii) You are in compliance with all Laws and are not under investigation, nor has any litigation been threatened or commenced, by any Governmental Authority with respect to violation of any Laws;

(iv) the execution, delivery and performance by you of this Agreement do not and will not: (1) violate, conflict with, or result in a breach of any provision of any contract to which you are a party; (2) constitute a default

(or an event which, with notice or lapse of time or both, would constitute a default) thereunder; (3) require consent or approval from any third person; or (4) constitute a violation of your governing documents, the Rules, or Laws or violate any judgment, order, decree, or directive of any court or Governmental Authority;

(v) the execution, delivery, and performance by you of this Agreement has been authorized by all necessary corporate and governmental actions, and this Agreement represents your legal, valid and binding obligation;

(vi) the person signing this Agreement on your behalf is duly authorized to do so and has received all necessary corporate and governmental approval(s);

(vii) if, in addition to you, one or more other entities which are each an Affiliate of you ("Affiliate" means, with respect to any individual, a sole proprietorship owned by such individual, and with respect to any entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity. For purposes of the definition of Affiliate, "control" refers to the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.) also use the Services, then (i) you are authorized to, and do, agree to the terms of this Services Agreement, including without limitation all applicable Terms and Conditions, on behalf of each such Affiliate, (ii) you have permission and authorization to access and transact on the Accounts of each such Affiliate, to manage the Services on behalf of each such Affiliate, and to designate Authorized Representatives, Administrators, and Users on behalf of each such Affiliate, and (iii) each such Affiliate has permission and authorization to access and transact on your Accounts, to manage the Services on your behalf, and to designate Authorized Representatives, Administrators, and Users on your behalf;

(viii) you will use the Services for business or commercial purposes only, and you will not use the Services for any unlawful purpose; and

(ix) You are the owner and/or authorized agent on all Accounts associated with the Services.

(b) You agree to promptly notify Bank in writing if any of the representations and warranties set forth in this section are no longer true and accurate. You further agree to provide Bank with such documentation as Bank may reasonably request as evidence of the above representations and warranties.

10. BUSINESS INFORMATION. You agree to supply any information that Bank reasonably requires to provide Services to you. We will rely on the information provided to us by you when providing the Services. Unless otherwise specified by us, any changes to the information provided shall be made in writing and will be made effective after we have received and had a reasonable amount of time to act on the change. We shall be entitled to rely upon all information provided by and authorizations received from your Authorized Representatives, Administrators, and Users. You will notify us immediately of a status change involving an Authorized Representative. We may refuse to complete requests from any individual until we have confirmed the individual's authority.

11. ADMINISTRATOR/AUTHORITY. You will have one or more Administrators, who you acknowledge and agree will



each have the authority to (1) designate other Administrators who will have the same level of authority as the individual(s) you designate and (2) designate Users who are authorized to use the Services on your behalf, including, without limitation, by engaging in Account transactions on your behalf (regardless of whether the individuals are identified on the signature card or other documentation comprising the Account Agreement) in connection with the Services and by providing Bank with Funds Transfer Requests and other instructions or communications on your behalf with respect to the Services and the Accounts. Your Administrator(s) will be responsible for: (a) the receipt, proper distribution and maintenance of all user IDs and passwords and password resets; (b) maintaining the ability of the Users to access the Services; (c) establishing limits on each User's authority to access information and conduct transactions; (d) adding, removing and making other changes to the transaction rights of Users; and (e) managing the use of the Services on your behalf. Further, if you share your Services with an Affiliate, any User designated by either your Administrator or any Affiliate's Administrator will be deemed an authorized User for you and all Affiliates with which you share Services.

You may designate one or more Administrators in accordance with procedures the Bank may establish from time to time. This may include, without limitation, procedures for appointing one or more Administrators through Simmons Online Banking. Further, if you share your Services with an Affiliate, any Administrator designated by either you or any Affiliate will be deemed an authorized Administrator for you and all Affiliates with which you share Services. If you have not separately designated an Administrator, you agree that any authorized signer on any of your Account(s) is hereby appointed your Administrator. You agree that your Administrator(s) has(have) the authority to designate other Administrators and Users who may initiate Services and transactions on your behalf. Bank is not responsible for the actions taken by your Administrator(s) or his/her/their assignees (including, without limitation, Users) as it relates to the Services or other Simmons Online Banking activities.

Your Administrator(s) will designate which Accounts will be utilized for Service payments and transfers. If an Administrator designates an Account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is transmitted to us through our systems (including, without limitation, Simmons Online Banking). Note: This may mean that we will, at our discretion, act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the Account in question requires two or more signatures on checks. As long as a Funds Transfer Request or other instruction is initiated in Simmons Online Banking with our secure login process, the transaction will be deemed authorized by you. We may act on the instructions of any Administrator and/or User until we receive written notice to the contrary from an Administrator or another person authorized by you to give such notice. Bank reserves the right to act within a commercially reasonable timeframe in response to such written notice.

If we are uncertain regarding the designation or identity of the Administrator(s), the ownership or control of an Account, or the authority of any User, we may, at our sole discretion: (a) freeze Accounts and/or refuse to make some or all of the Services available until we receive written proof (in form and substance satisfactory to us) of each person's right and authority to act; (b) suspend the Administrator's and/or User's access to the Services; (c) request instructions from a court of

competent jurisdiction at your expense regarding the ownership or control of the Account; and/or (d) continue to honor instructions given to us by an individual who appears to be acting with authority as the Administrator or User according to our records. **IN NO EVENT WILL BANK BE LIABLE FOR ANY DELAY OR REFUSAL TO FOLLOW INSTRUCTIONS THAT OCCURS AS A RESULT OF A DISPUTE OR UNCERTAINTY OVER THE OWNERSHIP OR CONTROL OF ANY ACCOUNT.**

An individual's designation as an Administrator shall continue to be effective until you remove the individual from the list of Administrator(s) and we have had sufficient time to process the revocation. An individual's designation as a User shall continue to be effective until your Administrator removes the individual from the list of authorized users and we have had sufficient time to process the revocation. You acknowledge that any Administrators and Users appointed or designated prior to the date of this Services Agreement, and whose appointment or designation has not been previously terminated in accordance with the terms of your prior agreement with Bank (if any), are and remain authorized to act on your behalf as provided in this Agreement until such time as their designation or appointment is revoked in accordance with the terms of this Agreement.

12. ACCESS TO ACCOUNT DATA. Some of the Services provide you with balance and other Account information. Since certain information and transactions are not processed by us until after the close of a Business Day, some transactions may not be reflected in the system until the next Business Day. Posted items may be reversed due to insufficient funds, Stop Payment Orders, legal process, positive pay exception decisions and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or from any temporary interruption in Simmons Online Banking. If you are unable to access Simmons Online Banking for any reason, you can contact your branch for Account, loan and deposit information.

13. TRANSACTION AND ACCOUNT INFORMATION/INSTRUCTIONS. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require to process transactions for your Account(s), including, without limitation, Funds Transfer Requests and other instructions. We are not responsible for the accuracy or completeness of such information, for confirming such information, or for monitoring or refusing to process instructions by you, your Authorized Representative, your Administrator(s), or your Users. We are not obligated to detect, and we will have no liability for, errors in your transfer, payment, or other instructions. Among other items, you must accurately describe transaction beneficiaries, intermediary financial institutions, and beneficiary financial institutions in your Funds Transfer Requests and other instructions. If you describe any beneficiary or institution inconsistently by name and number, we may process the transaction solely on the basis of the number you have provided, even if the number identifies a person or entity different from the named beneficiary or institution

Funds Transfer Requests and other instructions that are sent to Bank electronically in accordance with this Agreement are considered to be an original writing and to have been signed by your authorized agent or representative. Neither party will contest the validity or enforceability of an instruction on the grounds that it was not in writing, not signed, or not an original. A valid electronic signature shall, at all times, be deemed



conclusive proof of due authorization by you of the communication or document to which it relates. **ANY TRANSACTION INITIATED OR APPROVED BY OR THROUGH YOUR ACCESS CREDENTIALS SHALL BE DEEMED PROOF OF YOUR AUTHORIZATION OF SUCH FUNDS TRANSFER REQUEST OR OTHER INSTRUCTION TO WHICH IT RELATES, REGARDLESS IF THE PERSON USING YOUR ACCESS CREDENTIALS IS YOU OR ANOTHER PERSON. ALL ACCESS TO, AND USE OF, THE SERVICES USING THE SECURITY PROCEDURES IS CONSIDERED FOR ALL PURPOSES AND WITHOUT FURTHER INVESTIGATION TO BE AUTHORIZED BY YOU, AND BANK IS ENTITLED TO RELY AND ACT UPON ALL FUNDS TRANSFER REQUESTS AND OTHER INSTRUCTIONS SENT TO US USING THE SECURITY PROCEDURES.**

14. TRANSACTION BACKUP FILES. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure).

15. AMENDING OR CANCELING A TRANSACTION. Unless this Agreement explicitly provides otherwise, you do not have a right to cancel or amend a Funds Transfer Request or other instruction once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, and hold harmless us from and against all expenses (including reasonable attorneys' expenses), losses, costs, liabilities, claims, actions, proceedings and damages we incur in effecting or attempting to effect (or otherwise arising from or related to) any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing Entry.

16. OUR REJECTION OF TRANSACTIONS; NOTICE OF RETURNED PAYMENT. We may refuse any Funds Transfer Request or other instruction without cause or prior notice. If we are unable to verify an instruction to our satisfaction, we may reject the instruction. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason, and we will not be obligated to credit your Account with any interest.

17. TRANSACTION LIMITS AND SAFEGUARDS. Bank reserves the right to establish transaction limits and safeguards for your Account(s) (e.g., in connection with ACH transactions). You agree not to exceed the transaction limits or breach such safeguards. You will not allow anyone to initiate Funds Transfer Requests or other instructions on your behalf without proper supervision and adequate safeguards, and you will review pending payment and transfer instructions prior to submission to ensure that they are complete, accurate and properly authorized.

18. EXTENSION OF CREDIT. Certain provisions of this Agreement may require you to have specified amounts of Collected Balance or Available Balance in your Account(s) at Bank at certain times. Bank is not obligated to extend credit to you unless: (a) Bank has specifically agreed to do so in a separate writing and (b) any conditions to that obligation have been satisfied. Nonetheless, Bank may, at its sole option,

extend credit to you, from time to time, by permitting overdrafts in your Accounts (subject to the section of these General Terms titled "Setoff; Overdrafts"), delaying collection of amounts due, or otherwise. If Bank extends credit to you, the outstanding principal amount is immediately due and payable, certain fees may apply and the outstanding principal amount will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by Bank, but not exceeding the maximum non-usurious rate of interest permitted under applicable Arkansas or federal law (whichever permits a higher rate). If Bank does not elect to extend credit to you, you must immediately provide a Collected Balance sufficient to satisfy your obligations under this Agreement.

19. SETOFF; OVERDRAFTS. We reserve the right of setoff against your deposits and funds in Accounts held by you in order to satisfy any unpaid obligation to us under this Agreement. We may exercise this right of setoff without advance notification to you. We will provide reasonable notice to you following the setoff action. Our setoff rights as described are limited only by restrictions imposed by applicable Law. When you transmit a Funds Transfer Request to us, you authorize us to charge your Account for the amount indicated. If your Account does not have sufficient Available Balance, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each Funds Transfer Request presented against insufficient Available Balance.

20. ELECTRONIC MAIL/INTERNET. If you send us electronic mail ("e-mail" or "email"), we may not receive or review it immediately. Bank reserves the right to act upon any e-mail within a commercially reasonable timeframe, and may, at its discretion, reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, Bank cannot ensure that e-mail will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the internet. **YOU ARE STRONGLY DISCOURAGED FROM SENDING ACCOUNT DATA OR OTHER SENSITIVE INFORMATION TO BANK BY E-MAIL.**

Your use of the internet and e-mail is entirely at your own risk. Bank makes no representation, warranty or endorsement with respect to: (a) information placed on the internet by third parties; (b) the security or continued availability of the internet or any internet website, including, without limitation, Bank's website; or (c) the services, products or information made available over the internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Neither we nor our service providers assume responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer or other information technology system.

21. BUSINESS DAY CUTOFFS. A number of our Services are subject to Business Day Cutoffs. Instructions received after the Business Day Cutoff or on a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

22. BUSINESS CONTINUITY. You understand and agree that our disaster recovery plan is designed to minimize, but not eliminate, risks associated with a disaster affecting Bank's ability to provide the Services and that Bank does not



warrant that the Services will be uninterrupted or error free in the event of a disaster or otherwise.

23. AUDITS. Bank has the right to audit your compliance with the Rules, Laws, and Bank's policies and procedures (to the extent applicable). You will cooperate and provide reasonable assistance and information to conduct such audit, including, without limitation, reasonable access to your computer and operating systems, policies, records, and other materials. Upon reasonable notice to you, Bank may also inspect your books and records, and conduct onsite visits to your locations, with regard to information deemed by Bank to be necessary or pertinent to your use of the Services. If an audit results in a material recommendation with regard to your processes, and you fail to comply with the recommendation within a reasonable amount of time, we reserve the right to suspend or terminate one or more Services.

24. CONFIDENTIALITY. You agree to keep confidential and not disclose to any third parties our fees, Terms and Conditions, Security Procedures, user guides, software and any other piece of proprietary information we provide in connection with the Services.

25. DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS EXPLICITLY SET FORTH HEREIN, BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT TO THE SERVICES OR THE DOCUMENTATION, EQUIPMENT, APPLICATIONS, OR SYSTEMS MADE AVAILABLE TO YOU, INCLUDING, WITHOUT LIMITATION, THAT THE OPERATION OF ANY SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED. FURTHER, BANK HEREBY DISCLAIMS ALL LIABILITY THERETO. BANK HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, INFRINGEMENT OR OTHER IMPLIED CONTRACTUAL WARRANTY, AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT NEITHER BANK NOR ANY THIRD PARTY PROVIDER OF THE SERVICES OR ANY SYSTEM OR APPLICATION SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE MATTERS SET FORTH IN THIS SECTION.

26. LIMITATIONS OF LIABILITY.

(a) IN ADDITION TO ANY FURTHER LIMITATIONS ON BANK'S LIABILITY THAT ARE PROVIDED ELSEWHERE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK'S LIABILITY TO YOU ARISING FROM OR RELATED IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) SHALL BE LIMITED TO ACTUAL AND PROVEN DAMAGES ARISING DIRECTLY FROM BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES.

(b) We will not be responsible for any loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions (including, without limitation and for the avoidance of doubt, those of your Authorized Representatives, Administrators, and Users), or those of third parties that are not within our immediate and reasonable control; (ii) your negligence or breach of any agreement with us, including, without limitation, with respect to the amount, accuracy, timeliness of transmittal or due

authorization of any Funds Transfer Requests received from you, or those of any other person; (iii) any ambiguity, inaccuracy or omission in any request, instruction or information provided to us; (iv) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (v) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vi) the lack of available funds in your Account to complete a transaction; (vii) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (viii) your failure to follow any applicable software manufacturer's recommendations or our Service instructions; or (ix) any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees.

(c) Bank shall be excused from failing to act and from delay in acting, and shall not otherwise be liable to you, if such failure or delay is caused in whole or significant part by legal prohibition, constraint, injunction or order; interruption, failure, or malfunction of communications or transmission lines, facilities, equipment, the internet, internet service providers, websites, computers, scanners, information technology systems, or related software from any cause whatsoever; war, riot, civil disobedience, or insurrection; civil or military emergency; weather conditions; transportation interruption or stoppage either generally or with respect to any method or mode of transport; any crash, accident, breakdown, inoperability, or unavailability of shipping/transport, media or methods of communication involving the delivery or transmission of data, information, documents, or communication to Bank; fire, flood, tornado, hurricane, earthquake, earth movement or slide, or other natural disaster; soil, drainage or groundwater conditions; famine, pandemic, disease, or public health conditions; strike, labor unrest or absence of workers; inoperable, unavailable or delayed repair services; malfunctions, delays, errors, or lack of usual services or accommodations within the Federal Reserve System, the policies, practices or procedures of other banks, and any other condition of any kind or nature which is not reasonably within the total control of Bank. Bank shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of the Rules or Laws.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR, AND YOU HEREBY WAIVE YOUR RIGHT TO RECOVER, ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST OPPORTUNITY), SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE ARE AWARE OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY FOR SUCH LOSSES OR DAMAGES.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BANK'S TOTAL, CUMULATIVE LIABILITY TO YOU ARISING FROM OR RELATED IN ANY WAY TO THE SERVICES OR THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) EXCEED THREE TIMES THE AVERAGE MONTHLY FEES PAID BY YOU FOR THE SERVICES FOR THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.



(f) Any claim, action, or proceeding by you arising from or related in any way to this Agreement or the Services (including, without limitation, to enforce the terms of this Agreement or to recover for any Service-related loss) must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs (provided, however, that this provision shall not extend any shorter period of time otherwise provided by applicable Law or elsewhere in this Agreement). You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

(g) You acknowledge that our Service fees have been established in contemplation of: (i) these limitations on our liability; (ii) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (iii) your agreement to assist us in any loss recovery effort. **YOU UNDERSTAND THAT WE WOULD HAVE TO CHARGE SUBSTANTIALLY HIGHER FEES FOR THE SERVICES ABSENT THESE LIMITATIONS ON OUR LIABILITY AND THAT YOU HAVE THE OPTION NOT TO ENTER INTO THIS AGREEMENT.**

(h) No clearing house, financial institution, or other instrumentality used to effectuate your Funds Transfer Requests shall be deemed Bank's agent.

(i) To the extent that Bank's exercise of ordinary care may be an issue with respect to any claim, Bank and you agree that Bank's substantial compliance with this Agreement and Bank's then-existing standard procedures for performing the Services shall be deemed to constitute the exercise of ordinary care, and you agree that occasional, unintentional deviations by Bank from this Agreement or those procedures shall not be deemed a failure to exercise ordinary care as to the transactions with respect to which any such deviations occur. You specifically acknowledge that, given modern electronic check processing systems and check processing volumes, it is impractical, and expressly not the standard of ordinary care, for Bank to monitor each individual check, item, or transaction presented or posted on any of your Accounts. You further agree that clerical errors and mistakes in judgment made by Bank do not constitute a failure of Bank to exercise ordinary care or act in good faith.

27. INDEMNIFICATION. In addition to your other indemnification obligations contained in this Agreement, you release and agree to indemnify, defend, and hold harmless Bank, its parent company, affiliates, and subsidiaries, and their respective directors, officers, employees and agents (collectively, the "Bank Indemnified Parties"), promptly after receipt of a request from a Bank Indemnified Party, from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs (including, without limitation, the fees and expenses of legal counsel to the Bank Indemnified Parties and internal expenses of Bank), expenses, or disbursements of any kind or nature whatsoever and by whomsoever brought or caused (collectively, the "Indemnified Liabilities") that may be imposed upon, incurred by, or asserted against the Bank Indemnified Parties and that in any way relate to or arise out of: (a) your (including, without limitation and for the avoidance of doubt, your Authorized Representatives', Administrators', and Users') breach of this Agreement; (b) your (including, without limitation and for the avoidance of doubt, your Authorized Representatives', Administrators', and Users') negligence,

fraud, or intentional misconduct; (c) any action taken or omitted by Bank in accordance with instructions or other communications actually authorized by you or on your behalf or that Bank reasonably believes to have been so authorized; (d) a representation, warranty, or covenant made by you or your Authorized Representatives; (e) any use of the Services by you that is not in compliance with this Agreement or the Rules or Laws; (f) any investigation or proceeding brought by any Governmental Authority whatsoever related to you; (g) any subpoena, order, levy, garnishment, or request related to you; (h) any loss or claim arising from your (including, without limitation and for the avoidance of doubt, your Authorized Representatives', Administrators', and Users') failure to use or adhere to Security Procedures and/or Guidelines in accordance with this Agreement; (i) any Indemnified Liabilities caused by your customers or clients; (j) any action taken or omitted by you (including, without limitation and for the avoidance of doubt, your Authorized Representatives, Administrators, and Users) in connection with this Agreement or the Services and any transaction related thereto; or (k) any virus (or similar malicious device), data, or code transmitted from your systems to Bank's systems.

28. ARBITRATION; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; WAIVER OF SOVEREIGN IMMUNITY.

(a) The resolution of any dispute or claim between you and us (including ones arising out of or relating in any way to this Agreement or the Services) shall be governed by the arbitration provision in your Account Agreement in effect when you or we commence arbitration or litigation of the dispute or claim. If your Account Agreement has been terminated, the arbitration provision in your final Account Agreement shall apply, except that you also may choose to arbitrate under the terms of any newer Account Agreement applicable to current business customers. The current Account Agreement for business customers is available online at <https://simmonsbank.com/terms-and-conditions/business-terms-and-conditions>. If you validly opted out of the arbitration provision in your current Account Agreement, this arbitration provision does not apply to you.

(b) You hereby irrevocably and unconditionally consent to the jurisdiction of the federal and state courts in Arkansas. To the extent a dispute or claim arising out of or related in any way to this Agreement or the Services is not resolved through arbitration, you and we hereby agree that any action or proceeding involving any such dispute or claim must be brought in a state or federal court of competent jurisdiction located in Arkansas. You hereby waive any objection to laying venue in the aforementioned courts, as well as any objection that the aforementioned courts are an inconvenient forum or do not have jurisdiction over you. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU FURTHER VOLUNTARILY WAIVE ALL SOVEREIGN IMMUNITY RIGHTS OR DEFENSES YOU MAY HAVE WITH RESPECT TO THIS AGREEMENT OR THE SERVICES.**

29. LEGAL PROCESS.

(a) If Bank is served with a subpoena, warrant, order, or other request from a Governmental Authority, court,



or tribunal for information or records concerning this Agreement, the Services, or you, or with a levy or garnishment of your Account(s), Bank will follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order, or garnishment, and shall have no liability or responsibility whatsoever to you for doing so even if such advice shall turn out to have been mistaken. You acknowledge that Bank's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, levy, order, or garnishment, as concerns information, records, or funds.

(b) If you are served with a subpoena, warrant, order, or other request from a Governmental Authority, court, or tribunal for information or records concerning this Agreement, the Services, or Bank, you will provide Bank with prompt written notice so that Bank may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or Bank's waiver, you are nonetheless legally compelled to disclose such requested information, you may, without liability hereunder, disclose only that portion of such information that you are legally required to disclose, provided that you shall use your best efforts to preserve the confidentiality of any information protected by this Agreement, including, without limitation, by cooperating with Bank to obtain an appropriate protective order or other reliable assurance of confidential treatment by the Governmental Authority, court, or tribunal.

30. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS, WITHOUT REFERENCE OR REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF, AND APPLICABLE FEDERAL LAW.

31. RELIANCE ON THIRD PARTIES. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for such unavailability or lack of access and will not be responsible for any services you receive from third party vendors.

32. DOCUMENT INSPECTION. Information on transfers to or from your Accounts will be reflected on your periodic statements and/or will be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You shall promptly examine all reports, periodic statements, and other documents and information associated with your Accounts and the Services. You further agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; or (c) other problems related to the Services, including, but not limited to, any rate or fee errors. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fifteen (15) calendar days from the date you first discover the

problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within fifteen (15) calendar days, you agree that, in addition to any other limitations on our liability: (y) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (z) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

33. YOUR RECORDS. Bank may from time to time request information from you in order to evaluate a continuation of the Services provided by Bank. You will provide Bank verifications of licensing, permits and other governmental verifications and proof of compliance with your obligations under this Agreement. You will provide the requested information promptly following Bank's request in a form satisfactory to Bank. Bank may, at its discretion, and without invoking its audit or inspection rights, require you to make an accounting in writing within ten (10) Business Days' notice of any specified series of transactions related to your Account(s) or any of the Services.

34. TERMINATION. Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving thirty (30) days prior notice to the other party. Bank may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us or fail to comply with the Rules or Laws; (b) the confidentiality of the Security Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken place or may take place involving any of your Accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your Accounts or the Services; (f) in our good faith opinion, your financial condition has become impaired; (g) you fail to maintain a sufficient Available Balance in any Account associated with a Service; or (h) the continued provision of the Services would, in our good faith opinion, violate applicable Laws or subject us to unacceptable risk of loss. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

35. INACTIVITY. If you do not use Services for a period of 180 consecutive days, whether or not a fee is paid and whether or not there are any scheduled payments or transfers pending, Bank reserves the right to immediately terminate this Agreement, your access to Bank's system, and/or the Services. In order to reinstate the Services, you may be required to enroll.

36. RECORDING. Bank may, but shall not be obligated to, tape or otherwise record and retain telephone conversions between Bank and you (including, without limitation and for the avoidance of doubt, your Authorized Representative(s), Administrator(s), and User(s)). You assume the responsibility for obtaining any necessary consents of, and giving notice to, your personnel.

37. AMENDMENTS. We may amend this Agreement, our schedule of fees, the Security Procedures, the Guidelines, and other disclosures and documentation at any time by providing you with prior notice, which may be made electronically or in a



physical writing. Such amendments will apply to transactions that are initiated, and claims that arise, on or after the effective date of the amendment. If you use any Services provided for by this Agreement after receipt of such notice of amendment, such use shall be deemed to constitute your acceptance of and agreement to the terms of the amendment. Other amendments may be made only by means of an instrument signed by Bank and you. Notwithstanding the foregoing, we may amend our Security Procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services, and you agree to be bound by such amendments.

38. ENTIRE AGREEMENT. This Agreement, together with the Account Agreement, is the complete and exclusive statement of the agreement between Bank and you with respect to the subject matter hereof and supersedes all prior understandings, agreements, writings, proposals, representations, or communications (whether oral, written, or otherwise produced) between Bank and you with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and any other agreement, including the Account Agreement, the terms of this Agreement shall govern.

39. NO ASSIGNMENT. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

40. BINDING AGREEMENT; NO THIRD PARTY BENEFICIARIES; NO THIRD PARTY USE. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement is made for the exclusive benefit of you and us (and, only with respect to the provisions of the section of this Services Agreement titled "Indemnification," the Bank Indemnified Parties). Other than the Bank Indemnified Parties, no third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate transactions using the Services on your behalf.

41. SEVERABILITY. If any provision or part thereof in this Agreement is held to be invalid, illegal, void or unenforceable, then this Agreement shall be deemed automatically modified to the extent necessary to (1) make such provision or part thereof valid, legal, and enforceable and (2) as closely as possible maintain and accomplish the original intent of the provision or part thereof in question; and the remaining provisions, or other parts or applications of such provision, in this Agreement shall not be affected and shall remain in full force and effect.

42. WAIVERS. Any waiver of a provision under this Agreement must be in writing to be effective. Waiver of any right hereunder will not be deemed a waiver of other rights or of the same right at another time.

43. SURVIVAL. You acknowledge and agree that certain covenants set forth in this Agreement survive by their nature or in accordance with the terms thereof, notwithstanding the termination of this Agreement for any reason by Bank or you, including, without limitation, your indemnification obligations hereunder and the provisions contained in the sections of this Services Agreement titled, (a) "Accounts and Fees," (b) "Confidentiality," (c) "Limitations of Liability," (d)

"Indemnification," (e) "Arbitration; Jurisdiction; Venue; Waiver of Jury Trial; Waiver of Sovereign Immunity," (f) "Legal Process," (g) "Governing Law," and (h) "Your Records."

44. NOTICES.

(a) Except as stated herein, Bank is not required to act upon any notice received from you or any other person, or to provide any notice to you or any other person with respect to any matter. Unless otherwise agreed, notices required by this Agreement must be in writing. Any notice you send Bank shall be deemed given to Bank on the day Bank actually receives it; provided, however, that it will not be effective until Bank actually receives it and has had a reasonable opportunity to act on it.

(b) Notwithstanding paragraph (a) of this section, Bank is entitled to rely on any written or electronic notice believed by it in good faith to be genuine and to have been sent by your Authorized Representative(s), Administrator(s), or User(s).

(c) Except as explicitly stated otherwise herein, any written notice required or permitted to be given under this Agreement shall be delivered or sent by U.S. Mail, if to you, to any of your address(es) on Bank's books that Bank believes in good faith is valid, and if to Bank, to the following address:

Simmons Bank
Attn: Business Banking TM
P. O. Box 7009
Pine Bluff, Arkansas 71611-7009

Notwithstanding the foregoing (or anything contained in this Agreement to the contrary), you acknowledges and agree that Bank may provide any notices, disclosures, or other documentation or communications required or permitted to be given pursuant to or in connection with this Agreement to you as electronic records by (1) email to your Authorized Representatives or Administrators, (2) posting to Bank's website, (3) posting to a website designated by Bank with notice of the posting via email or in writing to your Authorized Representatives or Administrators, (4) displaying to you (including, without limitation and for the avoidance of doubt, your Authorized Representatives or Administrators) during sessions on a website or otherwise, or (5) any other electronic means. Any notice we send you will be deemed given and effective when we send or otherwise make available the notice to you.

45. RELATIONSHIP OF PARTIES. The parties acknowledge and agree that their relationship is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them. Nothing contained in this Agreement shall be deemed to create fiduciary status on the part of Bank in connection with Bank's provision of the Services.

46. HEADINGS. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

47. USE OF NAME. Neither you nor Bank shall display any name, trademark, or service mark of the other without the prior written consent of the other. You shall not advertise or promote any Service without Bank's prior written consent.



48. COUNTERPARTS; ELECTRONIC SIGNATURES.

Notwithstanding anything in this Agreement to the contrary, this Agreement may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed in writing and counterparts that are electronic records and executed electronically. Each executed counterpart shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may also be executed by facsimile or scanned signatures, which shall have the same legal validity, force, enforceability, and effect as original signatures. You and Bank further agree that both this Agreement and any further documentation to be executed by the parties in connection with their banking relationship, may be executed using electronic signatures. Any electronic

signatures shall have the same legal validity, force, enforceability, and effect as manual signatures. The words "signed" and "signature" (and similar words) include, but are not limited to, electronic signatures. Bank may prepare or maintain an electronic record that contains an image or other copy of the original Agreement and other documentation signed by you using actual, facsimile, scanned, or electronic signatures. All true and correct copies of such electronic records will be deemed "originals" for all purposes under Law, whether or not Bank retains the original Agreement. No party hereto shall raise the use of facsimile, scanned, or electronic signatures as a defense to the formation of a contract, and each party hereto forever waives any such defense.

B. ACH SERVICES PROVISIONS

1. ACH SERVICES.

(a) Bank may, at its option, permit you to initiate or arrange for the initiation of Automated Clearing House ("ACH") debit and/or credit Entries to be processed by and through Bank ("ACH Services") for ultimate delivery to other participant banks and financial institutions the Entries in accordance with the ACH Rules (as defined below) to the accounts of your customers, employees or other payees (each, a "Business Customer" and, collectively, "your Customers") at such participant financial institution. "ACH Services Provisions" means the provisions of Section B of this Services Agreement titled "ACH Services Provisions". Capitalized Terms in these ACH Services Provisions not otherwise defined have the meaning assigned to them in the ACH Rules.

(b) You agree to all terms and conditions applicable to the ACH Services, including the General Terms, these ACH Services Provisions, and the Security & Processing Best Practices on the **Appendix** attached hereto. You acknowledge that the Security & Processing Best Practices set forth on the **Appendix** have been fully explained to your complete understanding by Bank's representative.

(c) You will originate ACH activity utilizing one of Bank's selected methods. The preferred method and third party vendor software by which you will transmit transaction files and initiate Entries are subject to approval by Bank. Bank is not responsible for errors, failures, malfunctions, computer viruses, or related information technology losses that may result from or be associated with your use of third-party software in connection with the ACH Services.

(d) **You hereby authorize Bank to honor, execute, and charge to any designated deposit Account maintained by you at Bank (whether one or more), without restrictions or limitations as to amount, any and all requests for ACH debit and credit Entries when such requests (i) are actually authorized by you, (ii) are received from a person identified as an Authorized Person (for the avoidance of doubt, an Authorized Person may be identified through, among other things, use of Security Procedures) (iii) are made in compliance with Bank's Security Procedures applicable to that request for an Entry, or (iv) are otherwise enforceable as your authorized request for an Entry under applicable Law. Without limitation, all Administrators, Users, and Authorized Representatives are considered to be your "Authorized Persons" for purposes of the ACH Services.**

(e) You will prepare and submit all Entries to Bank in accordance with the specifications and schedules of Bank and NACHA.

(f) Except as otherwise provided in this Services Agreement, Bank will transmit, process, and settle Entries initiated by you in accordance with the rules, requirements, and procedural guidelines of NACHA as are currently in effect and as amended from time to time (the "ACH Rules"). Your access to the operating ACH Rules will be provided electronically or through NACHA, at your expense. You agree to comply with and be bound by the ACH Rules. You agree to abide by Bank's restrictions on the types of Entries that may be originated. For the avoidance of doubt, Bank's rights of audit and inspection under this Services Agreement apply with respect to the ACH Services. Bank, at Bank's discretion, may audit your compliance with the ACH Rules. If Bank, in its sole judgment, determines at any time that you have not complied with the ACH Rules or have caused Bank's non-compliance with the ACH Rules, Bank, at its option and in addition to any other available remedies, may terminate or suspend this Services Agreement immediately, without notice to you.

(g) You agree that you will only initiate Entries that qualify as SEC Code CCD or PPD Entries under the ACH Rules. For the avoidance of doubt, this means that you may not initiate other types of Entries, such as SEC Code TEL or WEB Entries, under this Services Agreement. With respect to each Entry you submit, you represent and warrant that the Entry is correctly classified as, and meets all the qualifications for, a CCD or PPD Entry under the ACH Rules.

(h) Any fines and/or damages imposed upon or incurred by Bank due to your actions will be charged to you.

(i) You are responsible for ensuring that each Entry is accurate, timely, and complies with the ACH Rules. You shall not initiate a credit and/or debit Entry with respect to any Business Customer until you have obtained the authorization that is proper and/or required by the ACH Rules ("Authorization") and, in the case of debit Entries, have complied with the additional requirements of this Services Agreement. The Authorization shall be in a form acceptable to Bank. You will retain the original or a copy of the Authorization as required by the ACH Rules for a period of not less than two (2) years after termination and revocation of such Authorization. Upon Bank's request, you will furnish Bank with the original or a copy of the Authorization. You agree to strictly comply with the provisions of this paragraph, and you



understand that Bank will be relying upon such promise to comply with applicable Laws and Rules.

(j) With respect to “on-us” debit and/or credit Entries, the relationship between Bank and you will be governed by the ACH Rules and, to the extent applicable, Bank assumes all the rights and obligations of both an “Originating Depository Financial Institution” (or “ODFI”) and a “Receiving Depository Financial Institution” (or “RDFI”), and you agree to assume the rights and obligations of an “Originator,” as all such terms are defined within the ACH Rules. You agree to make the same warranties to Bank, as Bank would be required to make pursuant to the ACH Rules were Bank an ODFI.

(k) In the event Bank must utilize a local or regional automated clearing house or correspondent bank to effect the ACH Services, and the operating rules of the local or regional automated clearing house or correspondent bank are more restrictive than, or are at variance with, the ACH Rules, you agree to be bound by the more restrictive or varying operating rules of the local or regional automated clearing house or correspondent bank.

(l) You acknowledge and agree that it is your responsibility to (i) ensure Entries fully comply with all rules and regulations of FinCEN and all OFAC-enforced laws and regulations, and (ii) obtain information regarding FinCEN rules and regulations and OFAC-enforced sanctions.

(m) You may initiate a reversing Entry or file of Entries as permitted by the ACH Rules. Reversing Entries or files must be initiated so that the reversing Entry or file is made available to the receiving financial institution within five (5) Business Days of the effective date of the duplicate or erroneous Entry or file being reversed.

(n) In the event that you initiate credit Entries representing the payment of salary or wages to the accounts of your employees, you agree to furnish each employee with a detailed statement of earnings no later than the day said employee’s account is due to be credited by Bank.

(o) The obligations and responsibilities of Bank shall be limited to those specified in this Agreement. Bank will not be obligated or responsible with respect to any failure to act by a correspondent bank, NACHA, a regional or local Automated Clearing House, or any other third party.

(p) You shall transmit credit and debit Entries to Bank in compliance with the formatting and other requirements provided to you by Bank. Exposure limits are the maximum total dollar amount of your credit and/or debit Entries transmitted and accepted by Bank for processing but not yet settled. Bank reserves the right, in its sole discretion, to establish and change the exposure limits applicable to you at any time. These exposure limits may be specific to you, and may vary from those exposure limits that apply to other customers of Bank.

2. SAME DAY ACH ENTRIES.

(a) Bank may, but is not required to, permit you to initiate Same Day Entries. You acknowledge that Same Day Entries may be subject to different limits, fees and/or Business Day Cutoffs, that we may establish and change, in our sole discretion, from time to time.

(b) CCD and PPD Entries are eligible to be Same Day Entries. Same Day Entries may be subject to daily and other limits as the Bank, Laws, or the ACH Rules may establish from time to time. Bank may set limits that are more restrictive than those set by Laws or ACH Rules, and you agree to comply with any such limits. Certain types of Entries, for example, Automated Enrollment Entries (ENR), are not eligible to be Same Day Entries.

(c) If you are authorized by Bank to initiate Same Day Entries, originating an accepted file with an Effective Entry Date that is on or before the current day (including invalid or stale Entry dates) that falls within the Bank’s same-day processing window (including meeting the same-day processing and settlement deadline of any ACH Operator to which the Entry is transmitted) may, at the Bank’s option and in its sole discretion, be handled, processed, billed and settled as a Same Day Entry. Bank shall not be responsible if Bank or any RDFI is unable to receive or initiate Same Day Entries, fails to act, fails to make funds available as required by the ACH Rules, or fails to settle a Same Day Entry on a timely basis. You are responsible for following all applicable ACH Rules for Same Day Entries, including proper authorization and timing for debit Entries. Additional fees may apply for Same Day Entries.

3. CREDIT ENTRIES.

(a) In addition to the warranties applicable under the ACH Rules, you are responsible for ensuring that each credit Entry is for a sum specified by a party to be paid by you, or is a correction of a previously transmitted erroneous credit Entry. You agree that Bank may establish a credit exposure limit for the maximum total dollar amount of credit Entries that will be processed for you.

(b) In connection with the initiation of ACH transactions, you shall provide sufficient funds in your Account on the day of the electronic transmission, in which case Bank will place a Hold on said balances holding the funds in the Account until the effective settlement date of the credit Entries.

4. DEBIT ENTRIES.

(a) Debit exposure limit is the maximum total dollar amount of your debit Entries transmitted and accepted by Bank for processing but not yet settled. Bank may not permit you to initiate debit Entries and/or may require you to maintain a minimum balance sufficient to cover returned or rejected Entries.

(b) You will maintain a demand deposit Account (hereinafter called the “Business Account”) with Bank to which Bank will credit amounts received in collection of debit Entries. All such credits are provisional, and Bank may charge the Business Account as well as any other Account of yours with Bank, for the amount of a returned or rejected debit Entry. You authorize Bank to withdraw the funds from the Business Account on the day the returned or rejected debit Entry is received by Bank or thereafter. You warrant that you shall maintain a sufficient balance in the Business Account to cover returned or rejected debit Entries, which for any reason cannot, in part or in whole, be debited against a Business Customer. If Bank processes any Entry for which it has not received final settlement, the amount of the Entry, at the option of Bank, shall become immediately due and payable by you to Bank, and Bank shall have the right to charge the amount to the



Business Account, as well as any other Account of yours with Bank, or claim a refund from you. Bank will have no obligation to transmit future ACH originations until the transactions are settled in full.

(c) Should you wish to change the amount or date of billing of a recurring debit Entry in respect to any Business Customer, you shall mail or deliver written notice to the Business Customer ten (10) calendar days before such debit Entry; however, should you inform a Business Customer of his/her Entries varying in amount, such Business Customer may elect to receive notice only when a recurring debit Entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when a recurring debit differs from the most recent amount by more than an agreed upon amount. You agree to strictly comply with the provisions of this paragraph, and you understand that Bank will be relying upon such promise in order that Bank may comply with applicable federal and state Laws.

(d) You shall timely assist Bank to resolve any reported errors by providing Bank with all required documentation and information to substantiate the questioned transaction so that Bank may complete its investigation of the reported error within the time requirements of 12 C.F.R. § 205.11. In the event Bank determines the error is your fault or you received proceeds from the transaction in excess of the correct amount, you shall remit the excess proceeds to Bank within one (1) Business Day so Bank may refund the Business Customer for the erroneous transaction.

(e) You represent and warrant to Bank that:

(i) Each debit Entry initiated by you is for a sum due and owing to you directly or as an authorized agent;

(ii) In cases of recurring prearranged debit Entries, you have received a signed written Authorization from the Business Customer authorizing you to make recurring prearranged debit Entries from the Business Customer's account;

(iii) Each Entry initiated by you is in accordance with a valid Authorization held by you, and you have complied with the ACH Rules and other Rules with respect to same, including retention of the original or a copy of each Authorization;

(iv) You are solely responsible for, and are, complying with the ACH Rules and Laws governing the initiation of debit Entries (including without limitation both single Entries and recurring Entries, and including without limitation "preauthorized funds transfers" as defined in Consumer Financial Protection Bureau Regulation E), including, but not limited to, the Electronic Funds Transfer Act of 1978 and Consumer Financial Protection Bureau Regulation E (including, without limitation, §§ 1005.10 (b) and (d) thereof) and Article 4A of the UCC, if applicable;

(v) At the time an Entry is processed by Bank and any RDFIs, the Authorization had not been terminated with respect to such Entry; however, this warranty by you shall not apply if, at the time of processing the Entry, the RDFI had actual knowledge of termination of the Authorization; and

(vi) All ACH transactions originated by you shall comply with the ACH Rules, as well as other applicable Rules and Laws.

5. THIRD PARTY SERVICE PROVIDERS. Subject to Bank's prior approval, you may use special equipment, services, or software provided by a third party to assist you in processing files and Entries (a "Service Provider"). If you use a Service Provider in connection with the ACH Services, you agree (a) that Service Provider is acting as your agent in connection with the ACH Services, and (b) to assume full responsibility and liability for any failure of Service Provider to comply with the ACH Rules, other Rules, Laws, or the terms and conditions of this Agreement. Bank will not be liable for any losses or additional costs incurred by you as a result of any error, action, or omission by Service Provider or a malfunction of equipment provided by Service Provider. Bank's sole responsibility will be to transmit transactions to the ACH Operator (as defined by the ACH Rules) and Bank will have no responsibility for any files or Entries handled by Service Provider until that point in time when Bank accepts and approves files or Entries from Service Provider for processing. At Bank's request, you will provide Bank with a copy of any agreement entered into by and between you and Service Provider. You hereby indemnify and hold harmless Bank from any claims, losses, damages, liabilities, fines, assessments, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees) incurred or suffered by Bank arising from or related in any way to your use of Service Provider, including, but not limited to, fines or assessments incurred under or pursuant to the ACH Rules, other Rules, or Laws.

6. CREDIT REQUIREMENTS; PRE-FUNDING.

(a) You acknowledge that initiating ACH files is a credit risk to Bank, and Bank may require you to undergo an initial and periodic credit review. You agree to provide Bank with any or all documents and information necessary to complete this review. You agree that if at any you do not comply with such requests, Bank may revoke or suspend the ACH Services at its sole discretion.

(b) You also acknowledge that pre-funding will be required to initiate credit Entries. You must pre-fund an Account maintained at Bank prior to the Settlement Date of the credit Entry file. At the time of an ACH originated credit file, Bank will place a Hold on the Account in an amount equal to the credit Entries until the effective Settlement Date of the credit Entries.

7. RESERVE ACCOUNT. From time to time, Bank may evaluate your transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. Evaluations may occur annually, or more frequently at Bank's discretion. In connection with an evaluation, Bank may require you to establish a reserve Account with Bank, funded with an amount calculated by Bank to cover your obligations to Bank arising from the ACH Services. The reserve amount may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations. The amount of reserves required by Bank will be communicated directly to you. You agree to establish a fully funded reserve Account as required by Bank within two (2) Business Days after receipt of a communication from Bank setting forth the amount of required reserves and the basis of Bank's calculation. Bank may suspend the ACH Services if you fail to establish the fully



funded reserve Account within the time period specified by Bank.

8. ERROR DETECTION. With respect to all Entries and other information submitted to Bank by you or on your behalf in connection with this Services Agreement or the ACH Services, Bank has no obligation to discover and shall not be liable to you for errors made by you, including, but not limited to, errors made in identifying a Receiver, an Intermediary, or an RDFI, or for errors in the amount of an Entry or for errors in Settlement Dates. Bank likewise has no duty to discover and shall not be liable for duplicate Entries issued by you. Without changing the nature of the foregoing, if you discover an error, you shall give Bank timely notice thereof, and Bank will utilize reasonable efforts to assist you to correct such error in accordance with the ACH Rules.

9. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. You acknowledge 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 different from the named Receiver.

10. DATA RETENTION. You shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal to Bank and shall provide such data to Bank upon request.

11. CONTINGENCY. In the event you cannot create or transmit an Entry or ACH file due to hardware failures or a communications outage, it is your responsibility to have commercially reasonable contingency procedures in place. In the event Bank cannot receive the file through normal channels, commercially reasonable efforts may be taken by Bank to find alternate means to receive the file. Bank will not be held liable for delayed files in any case resulting from hardware failures or communication outages.

12. PROVISIONAL SETTLEMENT. You shall be bound by and comply with the ACH Rules provision making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. You acknowledge that you have received notice of this ACH Rules provision and 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 you shall not be deemed to have paid the Receiver the amount of the Entry.

13. FILE CANCELLATION OR AMENDMENT; REJECTION OF ENTRIES.

(a) You are not permitted to amend or cancel any Entry after Bank's receipt thereof. Bank may use reasonable efforts to act on a request from you to cancel an Entry before transmission or to credit an "on-us" Entry. Bank will have no liability to you if Bank fails to effect the cancellation.

(b) Bank may reject any Entry, including but not limited to any "on-us" Entry, which does not comply with the requirements of this Services Agreement and may reject any Entry if you are not otherwise in compliance with the terms and conditions of this Services Agreement. Bank shall notify you of such rejection no later than the Business Day following the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an "on-us" Entry, its effective date.

(c) Bank shall have no liability to you by reason of the rejection of any Entry or the fact that notice of rejection is not given at an earlier time than that provided for herein. Bank retains the right to reject any "on-us" Entry for any valid reason, such as, but not limited to, insufficient funds or a revoked Authorization.

14. NOTICE OF RETURNED ENTRIES AND REQUESTS TO CORRECT INFORMATION. If Bank receives a returned Entry or a request to correct information/notification of change ("NOC") from the ACH Operator, it will notify you by email or through Simmons Online Banking no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to re-transmit a returned Entry if Bank complied with the terms of this Services Agreement with respect to the original Entry. You agree to make changes specified in NOCs within six (6) Business Days of receipt or prior to initiating another Entry to the account referenced in a NOC. If a Business Customer returns a transaction, then it is your responsibility to collect any funds that are owed. In the event an Entry is returned for correction, you will make the necessary correction before transmitting a subsequent live Entry to the Receiver.

15. ACCOUNT RECONCILIATION. You agree to notify Bank promptly of any discrepancy between your records and the information shown on any periodic statement from Bank. In addition to any other limitations on Bank's liability, if you fail to notify Bank of a discrepancy within fifteen (15) calendar days of receipt of a periodic statement from Bank, you agree that Bank shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. In addition to any other limitations on Bank's liability, if you fail to notify Bank within thirty (30) calendar days of receipt of such periodic statement, you shall be precluded from asserting any discrepancy against Bank.

16. RISK MANAGEMENT PRACTICES. Based on the requirements of enhanced risk management practices related to the origination of ACH files, Bank may monitor you to:

(a) perform due diligence sufficient to form a belief that you have the capacity to perform your obligations in conformance with this Agreement, as well as the ACH Rules, other Rules, and Laws;

(b) assess the nature of your ACH activity and the risk it represents to Bank;

(c) monitor your origination and return activity, relative to your exposure limit, across multiple settlement dates; and

(d) enforce exposure limits and restrictions on the types of ACH transactions that may be originated.

17. ADDITIONAL WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES. NACHA, in its role of ensuring the safety, security, and viability of the ACH Network, has determined that certain single-use or limited-use authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, you hereby warrant to Bank that with respect to each Entry, you have (a) obtained all authorizations from the Receiver as required by the ACH Rules, by Regulation E or other applicable Laws or Rules, and this



Services Agreement and (b) indemnify and hold harmless Bank from any liability arising out of or related in any way to your breach of the warranties under Section 1(g) of the ACH Services Provisions, above, for any Entry corresponding to the respective SEC codes.

18. FEES. You shall pay Bank all fees, charges, and costs related to the ACH Services as set forth on Bank's fee schedule (as amended from time to time), a copy of which has been made available to you. Such fees do not include, and you shall be responsible for the payment of, all sales, use, excise, value-added, utility or other similar taxes relating to the ACH Services, as applicable. Bank may debit any Account of yours for payment of such fees, charges, and costs. You acknowledge that Bank may amend or change its fee schedule from time to time.

19. LIMITATION OF LIABILITY, DISCLAIMERS, AND BUSINESS'S REASONABLE CARE. For the avoidance of doubt, in addition to any further limitations on Bank's liability that are provided in these ACH Services Provisions, and except as otherwise expressly required by the ACH Rules, Bank's liability shall be limited as set forth in the General Terms and all disclaimers set forth therein shall apply to the ACH Services. For the avoidance of doubt, in addition to your indemnification obligations contained in these ACH Services Provisions, you shall indemnify and hold harmless Bank to the extent provided for in the General Terms. You, and your Authorized Representatives, Administrators, Users, and other agents, will exercise reasonable care in observing Security Procedures, examining statements, records, and reports, initiating Entries, and otherwise using the ACH Services.

C. FUNDS TRANSFER SERVICES PROVISIONS

1. FUNDS TRANSFER SERVICES IN GENERAL.

(a) Bank may, at its option, permit you to, use certain commercial funds transfer services ("Funds Transfer Services"). "Funds Transfer Services Provisions" means the provisions of Section C of this Services Agreement titled "Funds Transfer Services Provisions".

(b) You agree to all terms and conditions applicable to the Funds Transfer Services, including the General Terms and these Funds Transfer Services Provisions, and the requirements of any applicable Security Procedures Bank may establish from time to time. The Security Procedures the Bank may, at its option, establish with respect to authenticating Funds Transfer Requests may vary, depending on the method used to present or deliver the Funds Transfer Request to the Bank. For the avoidance of doubt, these Funds Transfer Services Provisions shall not apply to Funds Transfer Requests and transfers of funds that are governed by the ACH Services Provisions.

(c) You acknowledge and agree that all Funds Transfer Services are subject to Laws applicable to funds transfers and payment orders, including, but not limited to, (i) Article 4A of the UCC, (ii) the recordkeeping and information transmittal requirements of federal BSA/AML laws, rules and regulations, and (iii) the applicable sections of the federal USA PATRIOT Act and implementing regulations related to KYC/CIP. You acknowledge and agree that Bank may capture and transmit information regarding you (e.g., your name, address and account number) and any beneficiary (e.g., beneficiary's name, address, account number, and other identifiers), as well as the purpose of the transfer, as part of the processing of Funds Transfer Services. You agree to assist Bank in connection with all requirements imposed on Bank in fulfilling Bank's obligations pursuant to the Laws.

(d) Each transfer of funds or cancellation of a transfer of funds may be processed by use of the funds transfer system of the Federal Reserve banks ("Fedwire"). You acknowledge and agree that the rights and obligations of Bank and you with respect to any transfer of funds, any part of which is carried out using Fedwire, will be governed by any applicable Laws, the regulations of the Federal Reserve, and the operating circulars of the Federal Reserve banks. Each transfer of funds, or cancellation of a transfer of funds, carried out through a

funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. You acknowledge that Bank's right to reverse, adjust, stop payment, or delay posting of an executed transfer of funds is subject to the Laws, regulations, circulars and systems rules described in this paragraph.

2. FUNDS TRANSFER AUTHORIZATION.

(a) You hereby authorize Bank to honor, execute and charge to any designated deposit Account maintained by you at Bank (whether one or more), without restrictions or limitations as to amount, any and all telephonic or other verbal Funds Transfer Requests, written or email Funds Transfer Requests, or electronic Funds Transfer Requests via Simmons Online Banking, whether inter-bank or intra-bank, when such requests (i) are actually authorized by you, (ii) are received from a person identified as an Authorized Person (for the avoidance of doubt, an Authorized Person may be identified through, among other things, use of Security Procedures) (iii) are made in compliance with Bank's Security Procedures applicable to that Funds Transfer Request, or (iv) are otherwise enforceable as your authorized Funds Transfer Request under applicable Law. Without limitation, all Administrators, Users, and Authorized Representatives are considered to be your "Authorized Persons" for purposes of the Funds Transfer Services. In addition, any authorized signer on an Account is considered to be an "Authorized Person" for Funds Transfers from such Account initiated through a method other than Simmons Online Banking. For the avoidance of doubt, Funds Transfer Requests include, without limitation, payment orders and other funds transfer instructions.

(b) Bank is authorized to transfer funds from an Account at Bank: (i) to any other specified deposit account maintained by you, whether such account is with Bank or another financial institution; (ii) to any deposit account of a third party, whether such deposit account is with Bank or another financial institution (which would include, without limitation, transfers to an affiliated company with a similar but not identical name, as well as funds payable upon proper identification of any company, individual or representative of



any company); (iii) for the purchase and/or sale of federal funds; (iv) for the payment of principal and/or interest on promissory notes payable to Bank, (v) for the payment of principal and/or interest on participations in promissory notes, which Bank has purchased.

3. REPETITIVE TRANSFERS. You, from time to time, may deem it necessary to establish funds transfers of a recurring nature where the debit and credit parties remain the same and only the date, dollar amount, and/or descriptive fields are variable ("Repetitive Transfers"). Bank is authorized to accept and process Repetitive Transfers based upon predetermined criteria (a) contained in verbal, written, or electronic instructions to Bank by a person identified as an Authorized Person, or (b) established by your Users of Simmons Online Banking. Each such Repetitive Transfer shall be identified by a unique alpha and/or numeric code ("Repetitive Identification Number") and may be required by Bank when requests for Repetitive Transfers are communicated to Bank. It is your sole responsibility to ensure that Repetitive Identification Numbers are known only to appropriate Authorized Persons.

4. FEES AND SUFFICIENT FUNDS.

(a) Unless otherwise agreed to in writing, you shall pay Bank all fees, charges, and costs related to the Funds Transfer Services as set forth on Bank's fee schedule (as amended from time to time), a copy of which has been made available to you. Such fees do not include, and you shall be responsible for the payment of, all sales, use, excise, value-added, utility or other similar taxes relating to the Funds Transfer Services, as applicable. If Bank so requires, you will pay such fees, charges, and costs before Bank will execute a request for Funds Transfer Services. Bank may also debit any of your Accounts for payment of such fees, charges, and costs. You acknowledge that Bank may amend or change its fee schedule from time to time.

(b) You agree that each Account to be debited will contain sufficient funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. Bank shall have no obligation to make any funds transfer unless the affected account contains sufficient funds to cover such transfer. If Bank does execute a transfer of funds that creates an overdraft, you shall immediately pay on demand the amount of the overdraft.

5. RECORDATION OF CERTAIN TRANSFER ORDERS.

Bank, at its sole discretion, has the right, but not the obligation, to record all telephonic instructions received by Bank from you and your Authorized Persons and may retain such recordings for a length of time deemed appropriate by Bank.

6. OBLIGATION TO MAKE TRANSFERS.

(a) Bank agrees to make funds transfers and otherwise act upon requests made in compliance with this Services Agreement as promptly as practical having due regard for Bank's volume of other Funds Transfer Requests and shall incur no liability to you for delays in completing funds transfers after such requests have been received by Bank. Bank shall have no liability to you for failing to make a funds transfer or failing to take any other action on or before any deadline contained in a request or refusal to act on instructions, in the event of any disagreement or conflicting demands. Funds Transfer Requests received after a Business Day Cutoff, as

established from time to time by Bank, may be honored the following Business Day. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of this Services Agreement. Funds Transfer Requests are accepted when they are executed.

(b) Notwithstanding the foregoing, Bank may reject a Funds Transfer Request for any reason or for no reason, including, without limitation, insufficient funds in your Account specified in the request, inability to verify the authenticity of the request in accordance with applicable Security Procedures, or otherwise. Bank may also reject any Funds Transfer Request which it has reason to believe will be in violation of any Laws or any judgment, order, decree or directive of any court or Governmental Authority. In such event, Bank will have no further obligation to transmit the rejected Funds Transfer Request, if it complied with this Services Agreement with respect to the original request. Bank will notify you by phone or mail if Bank rejects a Funds Transfer Request.

(c) If an Authorized Person makes a request to revoke, cancel or amend a Funds Transfer Request, the request to revoke, cancel or amend must be received by Bank by the close of business of the Business Day prior to the day on which the Funds Transfer Request is to be executed. If any Authorized Person seeks to revoke, cancel or amend any previously executed Funds Transfer Request, you agree to indemnify and hold harmless Bank for any resulting loss and Bank shall not be obligated to refund any monies unless and until acceptable evidence has been received by Bank that the transfer has been satisfactorily terminated or amended as to all parties, including the replacement of all funds, if deemed necessary by Bank, which were transferred by Bank to effect the funds transfer. Any refund shall be less all charges and expenses incurred by Bank and Bank's correspondents in connection with the funds transfer, regardless of whether such revocation, cancellation, or amendment was successful. In determining an exchange conversion rate for a refund or other purposes, the current exchange rate will be used.

7. TIME LIMIT. Except to the extent the following limitation is prohibited by Article 4A of the UCC, you may not bring any claim against Bank, its officers, directors, agents, employees, and all persons in privity with it arising directly or indirectly out of the Funds Transfer Services or the performance of the transfers contemplated hereunder more than one (1) year after the cause of action occurred.

8. FOREIGN TRANSFERS. You acknowledge and agree that that it is your responsibility to (i) ensure funds transfers fully comply with all rules and regulations of FinCEN and all OFAC-enforced laws and regulations, and (ii) obtain information regarding FinCEN rules and regulations and OFAC-enforced sanctions. Also, from time to time, Bank may experience various difficulties in transferring funds to certain countries. Those difficulties include, but are not limited to, (a) excessive delay in applying funds, (b) incorrect application of funds, (c) disappearance of funds, (d) excessively slow response to inquiries, or (e) government restriction on the transfer of such funds. You hereby acknowledge and assume any expense in connection with such transfers that may be incurred by Bank in addition to normal and customary charges. You are obligated to comply with all Laws relating to the transfer of funds to foreign countries, individuals, or agencies. Noncompliance may result in the delay of funds transfers,



confiscation of the entire principal amount of the transfer and/or fines, if an attempt is made to transfer funds to a sanctioned country, individual, or agency.

9. FOREIGN CURRENCY. If a transfer is to be converted from U.S. dollars to a foreign currency, then such conversion shall be at the correspondent bank's conversion rate at the time Bank initiates the transfer. The correspondent bank may be any financial institution Bank chooses to assist with the funds transfer.

10. ACCOUNT RECONCILIATION. All Funds Transfer Services will be reflected on your periodic statement. You agree to monitor your account balances and charges, promptly notify Bank if any terminal printout, mailed report or periodic statement (each a "Report") conflicts with your records, and refrain from acting on information it has reason to believe is erroneous. In addition to any other limitations on Bank's liability, if you fail to notify Bank of any such discrepancy within the deadlines set forth in the Agreement, you agree that Bank shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to a funds transfer that is or should have been shown.

11. LIMITATION OF LIABILITY, INDEMNIFICATION, AND DISCLAIMERS; BUSINESS'S REASONABLE CARE. For the avoidance of doubt, in addition to any further limitations on Bank's liability that are provided in these Funds Transfer Services Provisions, Bank's liability shall be limited as set forth in the General Terms and all disclaimers set forth

therein shall apply to the Funds Transfer Services. For the avoidance of doubt, in addition to your indemnification obligations contained in these Funds Transfer Services Provisions, you shall indemnify and hold harmless Bank to the extent provided in the General Terms. You, and your Authorized Representatives, Administrators, Users, and other agents, will exercise reasonable care in observing Security Procedures, examining statements, records, and Reports, and using the Funds Transfer Services (including, without limitation, initiating Funds Transfer Requests). You are responsible for ensuring the accuracy of your Funds Transfer Requests and other instructions. Bank has no duty to verify the accuracy of your Funds Transfer Requests or other instructions, nor will it be liable for any losses or damages arising out of such requests and other instructions that contain erroneous information.

12. DATA RETENTION. With respect to Funds Transfer Services involving funds amounting to \$10,000 or more, including any transaction or series of transactions that individually or in the aggregate appear to Bank to be structured to fall below such limit, Bank will retain data and documentation for a period of five (5) years in such format and method as to be accessible within a reasonable period of time. You agree to maintain records of all Funds Transfer Services, regardless of amount, for no less than two (2) years following the service date and agrees to provide such records to Bank upon its request.

D. POSITIVE PAY SERVICES PROVISIONS

1. CHECK POSITIVE PAY SERVICES. Bank may, at its option, permit you to use certain check positive pay services ("Check Positive Pay Services"). "Positive Pay Services Provisions" means the provisions of Section D of this Services Agreement titled "Positive Pay Services Provisions". You agree to all terms and conditions applicable to the Check Positive Pay Services, including the General Terms and these Positive Pay Services Provisions. As part of the Check Positive Pay Services, Bank will compare Presented Checks to a Check Issue Report and prepare an Exception Check Listing. You agree to provide Bank with all necessary documentation as required by this Services Agreement or requested by Bank to provide the Check Positive Pay Services.

2. CONFLICTS; DEFINITIONS. Notwithstanding anything in the General Terms to the contrary, in the event of a conflict between these Positive Pay Services Provisions and the General Terms, these Positive Pay Services Provisions will prevail with respect to the subject matter contained in these Positive Pay Services Provisions. In the event of a conflict between a provision of these Positive Pay Services Provisions and the UCC, to the maximum extent permitted by applicable Law, the provisions of these Positive Pay Services Provisions shall prevail. The following defined terms apply to these Positive Pay Services Provisions:

(a) "Authorized Accounts": Those accounts for which you request, and Bank agrees to provide, Check Positive

Pay Services. At any given point in time, the fact that the Check Positive Pay Services are implemented on Bank's systems for certain of your Accounts, shall serve as conclusive evidence that you designated such Accounts as Authorized Accounts.

(b) "Check Issue Report": A record describing checks drawn by you on an Authorized Account provided by you to Bank under the section of these Positive Pay Services Provisions titled "Your Acknowledgements, Responsibilities, And Liabilities."

(c) "Exception Check": A Presented Check that does not match a check included in a Check Issue Report.

(d) "Exception Check Listing": A list describing Exception Checks that is made available by Bank to you under section of these Positive Pay Services Provisions titled "Bank's Acknowledgements, Responsibilities, And Liabilities."

(e) "Pay Request": Your instructions to Bank ordering Bank to pay an Exception Check.

(f) "Presented Check": A check drawn on an Authorized Account and presented to Bank for payment through the check collection system.

(g) "Return Request": Your instructions to Bank ordering Bank to return an Exception Check.



(h) "UCC": As used in these Positive Pay Services Provisions, refers to the applicable sections of Articles 3 and 4 of the Uniform Commercial Code, as adopted by the State of Arkansas, on the date a check is presented to Bank.

3. YOUR ACKNOWLEDGEMENTS, RESPONSIBILITIES, AND LIABILITIES.

(a) You assume full responsibility for all Exception Checks paid in accordance with these Positive Pay Services Provisions, and Bank shall have no obligation to recredit your Account for the amount of any checks paid in accordance with these Positive Pay Services Provisions.

(b) You acknowledge that Bank is not responsible for detecting any error contained in any Check Issue Report, Pay Request or Return Request sent by you to Bank.

(c) You shall submit a Check Issue Report to Bank in a manner, format and medium as specified by Bank from time to time, which, for the avoidance of doubt, includes manual entry of checks by Authorized Representatives, Administrators, and Users on Simmons Online Banking. The Check Issue Report shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue Report was submitted. You shall send the Check Issue Report to Bank in an electronic medium by the Business Day Cutoff on the Business Day before the checks are distributed and eligible for presentation and payment. You acknowledge and understand that your failure to submit Check Issue Reports by the deadline may result in Presented Checks being presented as Exception Checks. You further acknowledge and understand that over-the-counter checks may not be honored by Bank, and you hereby release and shall indemnify, defend, and hold harmless Bank from and against any claims associated therewith.

(d) You shall use only Exception Check Listings that comply with the section of these Positive Pay Services Provisions titled "Bank's Acknowledgements, Responsibilities, And Liabilities."

(e) You shall submit to Bank a Pay Request or Return Request for each Exception Check prior to the Business Day Cutoff on the day that the item is deemed to be an Exception Check. Pay Requests and Return Requests shall be submitted via Simmons Online Banking. You acknowledge and understand that your failure to submit a Pay Request or Return Request for an Exception Check by the deadline will result in such Exception Check being returned to the depository bank or to the person presenting the item for payment.

(f) Until receipt of written notice from you (and the passage of a reasonable amount of time for Bank to act on it), all Authorized Representatives, Administrators and Users are authorized to submit Check Issue Reports, Pay Requests and Return Requests for Check Positive Pay Services under this Services Agreement.

4. BANK'S ACKNOWLEDGEMENTS, RESPONSIBILITIES, AND LIABILITIES.

(a) Bank will compare each Presented Check by check number and amount against each Check Issue Report received by Bank. On each Business Day, Bank:

(i) may pay and charge to the Authorized Account each Presented Check that matches, by check number and amount, a check shown in any Check Issue Report; and

(ii) will make available to you an Exception Check Listing that indicates whether Bank has received any Exception Checks and, if so, specifies the complete check number and amount of any such Exception Check.

(iii) For the avoidance of doubt, an Exception Check Listing is "made available" to you when it becomes accessible to you, whether through Simmons Online Banking or otherwise. Bank has no obligation to inquire further concerning your review of the Exception Check Listing once it has been made available.

(b) Bank will return to the depository bank or to the person presenting the item for payment any Exception Check drawn on the Authorized Account, unless you instruct Bank to pay such check in a timely Pay Request. Bank will pay and charge to the Authorized Account any Exception Check that you direct Bank to pay as provided above.

(c) Bank will use only Check Issue Reports that comply with the section of these Positive Pay Services Provisions titled "Your Acknowledgements, Responsibilities, And Liabilities."

(d) Bank shall not be obligated to comply with any Pay Request or Return Request sent or received in a format or medium, after a deadline, in a manner or at a place that is not specified under, or that is not in accordance with the terms of, this Services Agreement, but may instead treat such a Pay Request or Return Request as though it had not been received.

(e) Bank is not responsible for detecting any error contained in any Check Issue Report or Pay Request or Return Request sent by you to Bank. To the extent applicable, the provisions of UCC Articles 3 and 4 regarding Bank's liability and limitations of Bank's liability shall govern this Services Agreement, except as modified by these Positive Pay Services Provisions and the General Terms.

(f) It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Listing unless you issued a Pay Request. In the event that there is wrongful honor:

(i) Bank is liable to you for the lesser of the amount of the wrongfully paid Exception Check or your actual damages resulting from Bank's payment of the Exception Check.

(ii) Bank expressly waives any right it may have to assert that you are liable for the amount of the wrongfully honored Exception Check on the grounds that the



Exception Check was properly payable under UCC Section 4-401.

(iii) Bank retains the right to assert your failure to exercise reasonable care under the applicable provisions of the UCC, including, without limitation, UCC Sections 3-406(a) and 4-406(c).

(iv) Bank retains the right to assert the defense that you have sustained no actual damages, or actual damages in an amount less than the face amount of the Exception Check, because Bank's honor of the Exception Check discharged for value an obligation of yours.

(g) Except as provided below, it constitutes wrongful dishonor by Bank if Bank dishonors an Exception Check that Bank has been ordered to pay pursuant to a properly submitted Pay Request.

(i) Bank's liability for wrongful dishonor of an Exception Check is limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4.

(ii) Notwithstanding Section 4(g)(i), Bank has no liability to you for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

(1) that it reasonably believed was not properly payable;

(2) if there are insufficient available funds on deposit in the Authorized Account; or

(3) if required to do so by applicable Law, the service of legal process on Bank or the instructions of Governmental Authorities or courts.

(h) With respect to the Check Positive Pay Services:

(i) If Bank honors an Exception Check in accordance with a Pay Request issued by you, such honor shall be rightful, and you waive any right it may have to assert that the Exception Check was not properly payable under the applicable provisions of the UCC, including, without limitation, UCC Section 4-401.

(ii) If Bank dishonors an Exception Check in accordance with a Return Request or the absence of a Pay Request by you, the dishonor shall be rightful, and you waive any right it may have to assert that the dishonor was wrongful under the applicable provisions of the UCC, including, without limitation, UCC Section 4-402.

(iii) You agree that Bank exercises ordinary care as provided in the General Terms (including, without limitation, whenever it rightfully pays or returns an Exception Check consistent with the provisions of these Positive Pay Services Provisions).

(i) To the extent that you suffer a loss under this Services Agreement related to these Positive Pay Services Provisions, Bank assigns to you any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC Sections 4-207, 4-208, and 4-209.

5. FEES. You will pay Bank all fees, charges, and costs related to the Check Positive Pay Services as set forth on Bank's fee schedule (as amended from time to time), a copy of which has been made available to you. Such fees do not include, and you shall be responsible for the payment of, all sales, use, excise, value-added, utility or other similar taxes relating to the Check Positive Pay Services, as applicable. Bank may debit any of your Account(s) for payment of such fees, charges, and costs. You acknowledge that Bank may amend or change its fee schedule from time to time.

6. LIMITATION OF LIABILITY, INDEMNIFICATION, AND DISCLAIMERS; BUSINESS'S REASONABLE CARE.

For the avoidance of doubt, except as explicitly set forth in these Positive Pay Services Provisions, Bank's liability shall be limited as set forth in the General Terms and all disclaimers set forth therein shall apply to the Check Positive Pay Services. For the avoidance of doubt, in addition to your indemnification obligations contained in these Positive Pay Services Provisions, you shall indemnify and hold harmless Bank to the extent provided in the General Terms. You, and your Authorized Representatives, Administrators, Users, and other agents, will exercise reasonable care in observing Security Procedures, examining statements, records, and reports, and using the Check Positive Pay Services. In addition, you shall indemnify, defend, and hold harmless Bank from, and Bank shall have no liability to you for, any errors contained in information or data Bank receives from third parties (including, without limitation, vendors engaged by Bank).

E. REMOTE DEPOSIT SERVICES PROVISIONS

1. REMOTE DEPOSIT SERVICES. Bank may, at its option, permit you to use certain remote deposit services ("Remote Deposit Services"). "Remote Deposit Services Provisions" means the provisions of Section E of this Services Agreement titled "Remote Deposit Services Provisions". You agree to all terms and conditions applicable to the Remote

Deposit Services, including the General Terms and these Remote Deposit Services Provisions. Remote Deposit Services provided by Bank to you will consist of all or some of the following: (i) a check scanning device ("Scanner"); and/or (ii) access to an internet browser-based software program and all related materials and documentation, (collectively, the



"Program"). Remote Deposit Services permit you to conduct certain payment-related activities with Bank electronically. Remote Deposit Services activities include the ability to produce electronic checks and scanned copies or other electronic images of your paper checks (collectively, "Images") and electronically transmit Images to a third-party processor ("Vendor"), whose services are available to Bank. Remote Deposit Services permits Vendor to use electronic information, including Images, captured from submitted checks to process transactions as an "Electronic Check" (as that term is defined in Regulation CC) or as image replacement documents ("IRDs") as permitted under the federal Check Clearing for the 21st Century Act ("Check 21 Transactions"). Remote deposit of Items using the Bank's mobile banking application is governed by the "Terms of Service for Simmons Online Banking", including, but not limited to, the section titled "Mobile Deposits".

2. REMOTE DEPOSIT SERVICES ELECTIONS. Bank may, from time to time and in its sole discretion, permit you to make certain elections with respect to the Remote Deposit Services, including, but not limited to, elections regarding which of your Accounts will be linked to the Remote Deposit Services. You agree that the Bank's record of your elections with respect to Remote Deposits Services shall control.

3. LAWS, RULES AND REGULATIONS. In addition to your compliance obligations under the General Terms, you will comply with all existing and future operating procedures used by Bank for processing Remote Deposit Services transactions. All applicable Laws and Rules and such operating procedures are collectively referred to as the "Remote Deposit Services Rules" for purposes of these Remote Deposit Services Provisions.

4. ITEMS ELIGIBLE FOR DEPOSIT. Items eligible for deposit with Remote Deposit Services are any "check" as defined by Regulation CC. For the avoidance of all doubt, Regulation CC defines "check" as: (i) a negotiable demand draft drawn on or payable through or at an office of a bank; (ii) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (iii) a negotiable demand draft drawn on the Treasury of the United States; (iv) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (v) a United States Postal Service money order; or (vi) a traveler's check drawn on or payable through or at a bank ("Items").

The term "check" includes an original check and a substitute check. For the avoidance of doubt, the term "check" does not include a check image that was created electronically by the drawer, or pursuant to the drawer's authorization, and did not first exist as a paper check issued by the drawer.

Any Item drawn on a bank or other entity outside the United States is not eligible for deposit through Remote Deposit Services. Items that do not bear legible magnetic ink character recognition ("MICR") of the drawee routing and transit number, drawee account number and check serial number may not be eligible for deposit through Remote Deposit Services. An Image of an Item created through the Program is considered an Item, as defined by Section 4-104(a)(9) of the UCC.

You agree that you will not use the Remote Deposit Services to scan and deposit any of the following Items: (i) Items payable

to any person or entity other than you, or payable to you and another party; (ii) Items which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Item is drawn; (iii) Items previously converted to a substitute check, as defined in Reg CC; (iv) Items drawn on a financial institution located outside the United States; and/or (v) Items not payable in United States currency.

5. YOUR USE OF SCANNER AND PROGRAM. Bank is providing the Program to you to allow you to create Images of paper checks you receive and to then transmit these Images electronically to Bank. Bank may, at its option and in its sole discretion, either provide you with a Scanner or refer you to a third party vendor to obtain a Scanner. Any referral to a third party vendor does not constitute an endorsement of that vendor or any representation or warranty concerning the performance of any Scanner provided by such vendor. You will be responsible for necessary maintenance and repair of any Scanner, whether provided by Bank or by a third party vendor. Bank is not responsible for providing any technical support to you to ensure the proper operation of the Program or any Scanner, whether or not provided by Bank.

All Items will be stamped "ELECTRONICALLY PRESENTED" (or similar language) and endorsed by you and will be held by you for a period according to the Remote Deposit Services Rules, but no longer than ninety (90) days, before being destroyed by you. You will store all paper checks in a secure location and securely store all banking information obtained in connection with the Remote Deposit Services.

All Images must comply with any standards we adopt or establish, or apply under applicable system rules or regulation, with respect to image quality and legibility.

You agree that Bank shall not be liable for any damages resulting from an Item's poor image quality, including those related to rejection of or the delayed or improper crediting of such Item, or from any inaccurate information you supply regarding the Item. Bank reserves the right to reject any Item transmitted through the Remote Deposit Services at its discretion, without liability to you. Bank is not responsible for Items it does not receive in accordance with the terms set forth herein or for Images that are dropped or damaged during transmission.

6. RECEIPT OF IMAGES. An Image shall be deemed received by Bank when you receive a confirmation from Bank that we have received the Image.

7. RIGHT TO USE PROGRAM/LIMITED SUBLICENSE. Bank grants you a revocable, non-transferable, non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. You acknowledge and agree that the Program is the valuable, confidential, and proprietary property of the Vendor and agree not to transfer, distribute, copy, reverse compile, modify, or alter the Program. Bank retains all right, title and interest in and to the Program, and you are expressly prohibited from copying, reproducing, distributing, or creating derivative works, reverse engineering or reverse compiling the Program and/or our service provider's services or technology.



8. DELIVERY AND INSTALLATION; ACCESS CREDENTIALS. Bank may establish procedures for delivery and installation of the Program, the establishment of Access Credentials, and the appointment of at least one administrator for use of the Remote Deposit Services.

(a) You agree that any one or more of your Administrator(s) or User(s) at the time of delivery and installation of the Program is hereby appointed as administrator(s) for your use of Remote Deposit Services (the "Remote Deposit Administrator(s)"). The Remote Deposit Administrator(s) will receive Access Credentials for the Program.

(b) The Remote Deposit Administrator(s) will have the authority to: (i) determine which Users are authorized to use the Remote Deposit Services on your behalf; (ii) establish separate passwords for each User of the Remote Deposit Services; and (iii) establish limits on each User's authority to access information and conduct Remote Deposit Services transactions. You are responsible for the actions of your Remote Deposit Administrator(s), including, but not limited to, the authority such person(s) delegate(s) to Users, and the actions of the Users. The duties and obligations related to the use of the Remote Deposit Services are in addition to any authority an individual may otherwise have as an Administrator or User.

(c) Contact us to add or remove a Remote Deposit Administrator or User from your Remote Deposit Services. Bank may, but is not obligated to, require such request to be in writing. An individual's designation as a Remote Deposit Administrator or User shall continue to be effective until we have received such a request and have had sufficient time to process the change.

9. RIGHT OF SETOFF. For the avoidance of doubt, Bank has a right of setoff against any and all fees, returns and refunds owed Bank by you under these Remote Deposit Services Provisions.

10. ENTRIES. You shall be responsible for the accuracy and propriety of all transactions described on an Image (which, for the purposes of these Remote Deposit Services Provisions, shall be referred to as the "Entry" or "Entries") submitted to Bank for processing, as well as responsible for obtaining all required approvals for the processing of the Entry. You shall be liable for each Entry and warrant that each Entry complies with the Remote Deposit Services Rules.

11. DISCREPANCIES. In the event of any conflicts in the instructions received by Bank regarding you or any Entries you have initiated, Bank may, at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by you or by Bank to the funds, Entries, or proceeds thereof.

12. NOTICE OF PROVISIONAL CREDIT. In the case of any credit Entry subject to Article 4A of the UCC, credit given by the Receiving Bank (as defined in Article 4A) to the Beneficiary (as defined in Article 4A) with respect to such an Entry is provisional until the Receiving Bank has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided by the applicable Laws. If such settlement or payment is not received, the Receiving Bank shall be entitled to a refund from the Beneficiary of the amount

credited, and you shall not be deemed to have paid the Beneficiary the amount of the Entry.

13. REVERSING ENTRIES. If you discover that any Entry you have initiated was in error, you will notify Bank immediately.

14. REMAKES OF REJECTED ENTRIES OR FILES. If an Entry or file is rejected due to improper processing or unexcused delays by Bank, Bank will remake such Entry or file and re-send it. If such Entry or file was rejected as a result of improper processing or the supplying of incomplete information by you, you will supply Bank with complete information for remaking the Entry or file, at your expense, and Bank will send such Entry.

15. REJECT/RETURN ACCEPTANCE. You will accept reject/return Items from Bank in a format prescribed by Bank. Unless otherwise instructed by Bank, you will not re-present reject/return Items with the original source document (i.e., the paper check).

16. UNAUTHORIZED ACCESS; SECURITY PROCEDURES. You shall be solely responsible for protecting against unauthorized access to any Scanner and the Program and any and all losses and damages arising from any unauthorized access to any Scanner or the Program. Bank may establish Security Procedures with respect to access to the Program. Bank may require you to change your passwords at any time. Bank may deny access to the Remote Deposit Services without prior notice if it is unable to confirm to its satisfaction any person's authority to access the Remote Deposit Services or if Bank believes such action is necessary for security reasons. You understand that the use of passwords and Bank service instructions is confidential and you agree to assume all risks of accidental disclosure or inadvertent or unauthorized use by any party whatsoever, whether such disclosure or unauthorized use are due to your negligence or are deliberate acts.

17. YOUR REMOTE DEPOSIT SERVICES REPRESENTATIONS AND WARRANTIES. With respect to each and every Item for which you generate an Image in connection with the Remote Deposit Services, you represent and warrant to Bank that:

(a) You will only transmit eligible checks and Items that you are entitled to endorse, and all Items will include all signatures required for their negotiation;

(b) You are bound by and have complied with the terms of the General Terms, these Remote Deposit Services Provisions, and all applicable procedures and operating guidelines established by Bank, whether contained herein or subsequently created;

(c) You assume responsibility for any paper check that is transmitted which for any reason is not paid;

(d) You will not transmit an Image or Images of the same Item to Bank more than once; will not deposit or negotiate, or seek to deposit or negotiate, such Item with any other party; and will not present a paper Item for payment after its Image has been presented;

(e) You will use the Remote Deposit Services only for your own deposits and will not allow the use of the Remote Deposit Services by way of a service bureau business,



timesharing, or otherwise disclose or allow use of the Remote Deposit Services by or for the benefit of any third party;

(f) Each Image presented by you is an accurate representation of the front and back of the paper Item; and

(g) In the event you enter MICR information manually in connection with submission of Items for Remote Deposit Services, you will not knowingly enter erroneous MICR information, including the amount of any Item, and shall assume full responsibility and liability for the accuracy of manually entered information.

18. BANK'S LIABILITY FOR FAILURE TO COMPLETE REMOTE DEPOSIT SERVICES TRANSACTIONS. Except as otherwise provided herein, Bank will process and complete all transfers (to and from eligible accounts) properly initiated through the Program in accordance with the terms on the Image and the terms of these Remote Deposit Services Provisions. If Bank or its processors do not complete a Remote Deposit Services transaction on time or in the correct amount in accordance with the terms on the Image and under the terms of these Remote Deposit Services Provisions, Bank's liability for your losses and damages will be limited to the same extent as Bank's liability is limited under the General Terms. Further, Bank will not be liable to you in connection with the Remote Deposit Services in the event:

(a) that the Scanner or the Program is not working properly, and you knew or should have known about the malfunction when you initiated use of the Remote Deposit Services; or

(b) of anything outside the reasonable control of Bank.

Bank will have no obligation to honor any instruction, in whole or in part, that (i) Bank reasonably believes is used for any illegal or improper purpose or activity; (ii) Bank has reason to believe may not be authorized by you; (iii) would violate any Law or Rule applicable to Bank or the Remote Deposit Services; (iv) is not in accordance with any other requirement stated in these Remote Deposit Services Provisions or any of Bank's policies, procedures or practices; or (v) for Bank's protection or yours, Bank has reasonable cause not to honor.

19. REFUSAL OF INSTRUCTIONS AND TERMINATION OF REMOTE DEPOSIT SERVICES. Bank reserves the right to refuse to honor an instruction or suspend or terminate the Remote Deposit Services, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (i) Bank has any reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your access information; (ii) Bank believes the Remote Deposit Services are not being used for the intended, bona fide and lawful purposes under this Agreement; (iii) Bank has reason to believe the Remote Deposit Services are being used in an anti-competitive manner or contrary to Bank's business interests; (iv) your Account is closed, access to your Account is restricted for any reason, or if you do not use the Remote Deposit Services for a period of time; or (v) following initial enrollment you do not use the Remote Deposit Services. Termination will not affect your liability or obligations under these Remote Deposit Services Provisions or any other agreements you have with Bank for actions that Bank has taken on your behalf.

20. LIMITATION OF LIABILITY, INDEMNIFICATION, AND DISCLAIMERS; YOUR REASONABLE CARE. For the avoidance of doubt, in addition to any further limitations on Bank's liability that are provided in these Remote Deposit Services Provisions, Bank's liability shall be limited as set forth in the General Terms and all disclaimers set forth therein shall apply to the Remote Deposit Services. For the avoidance of doubt, in addition to your indemnification obligations contained in these Remote Deposit Services Provisions, you shall indemnify and hold harmless Bank to the extent provided in the General Terms. You, and your Authorized Representatives, Administrators, Remote Deposit Administrators, Users, and any other agents, will exercise reasonable care in observing Security Procedures, examining statements, records, and reports, and using the Remote Deposit Services.

22. CONTINGENCY PLAN. In the event that the Program is unavailable for any reason, you will make deposits in person at a Bank branch location during normal business hours on a Business Day.

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IN WITNESS WHEREOF, the individual signing below represents he or she has authority to execute this Services Agreement on behalf of the Business identified below, and by signing below, has executed this Services Agreement on behalf of the Business.

BUSINESS

By: _____

Name: _____

Title: _____

Date: _____

_____ By initialing here, you acknowledge that Bank strongly recommends you require dual-user controls for payments initiated using Funds Transfer Services and ACH Services. Dual-User control for Funds Transfer Services can be set at the Business level or at the user level. If dual-user control is not selected at the Business level for Funds Transfer Services, you acknowledge that Bank strongly recommends you cause your Administrator(s) to implement dual-user controls for wire payment initiation at the user level. Dual-User control for ACH Services may only be set at the user level. You acknowledge that Bank strongly recommends you cause your Administrator(s) to implement dual-user controls for ACH payment initiation. The following action can be set to require dual-user control at the Business level (Dual-user control is NOT required for an action if you leave the corresponding line blank):

Action	Dual-User Control *
Wire Payment Initiation	_____

**Complete with "YES" or "NO". If left blank, dual-user control is NOT required for such action.*



Appendix

SECURITY & PROCESSING BEST PRACTICES¹

We use a combination of safeguards to protect your information. You can help to maintain your privacy and protect your online banking services by taking these steps.

PROTECTING YOUR COMPUTER IS VITAL. Using a computer that also has access to other internet and email sites, especially social networking and video sites, can put the computer at risk for viruses and malware. Through virus and malware applications, intruders may be able to access your financial information. Protecting your computer is vital.

MAINTAIN STRONG PASSWORDS FOR SECURITY ADMINISTRATOR AND USERS. We may impose certain password requirements in connection with certain Services. Promote password changes on a frequent basis. Receiving your passcode by phone or by text creates an additional layer of security, taking that information out of band. Random password and challenge question changes are additional ways to protect you and your Administrators and Users from the possibility of an intrusion.

DO NOT SHARE PASSWORDS UNDER ANY CIRCUMSTANCES. User limits and permissions are controlled by the user name. One single sign-on can open the door for fraud. Implement dual user controls. This offers added protection by having one business user submit a system change and an additional user approve the request. A user should never share his/her sign on or password with another employee.

WIRE AND ACH LIMITS. Daily wire and ACH file limits at the Business level may be set by the Bank in its sole discretion. User level limits for these actions may be set by the Administrator, and the Bank encourages you to set appropriate User level limits according to the needs of your business. Please be aware of your limit. If you require a limit increase, contact Bank to request an increase. We cannot guarantee a file will be approved above your limit.

REPORT REVIEW. Designate another employee to review reports that are created when an ACH, wire or a deposit is transmitted. Frequent monitoring of reports for any unauthorized use is an important task that minimizes potential intrusion or account fraud.

MOBILE DEPOSIT. Access to checks deposited must be secured and controlled by your Administrator.

Checks will be virtually endorsed when they are scanned. Multiple payee and personal checks will need to be signed by all payees.

Deposited items may be retained by you for a period not to exceed ninety (90) calendar days. During this retention period, items must be stored in a locked environment. After ninety (90) calendar days, checks must be destroyed in an approved manner. They must be shredded or burned. Checks must not be thrown in the garbage.

PROVIDE ACCURATE CONTACT INFORMATION. Provide and maintain current contact information with Bank for your Authorized Representatives, Administrators, and Users.

FILE LIMITS. File limits are set for customers by the Bank in its sole discretion. If you anticipate a need to exceed your limit, please contact Bank to request an increase. You will not be able to transmit any item, or file over the specified limits.

OPTIONAL FEATURES. You, through your Administrator(s), may have the ability to implement certain additional security features within Simmons Online Banking, which may include the ability to limit online banking activity by IP address, as well as the ability to limit such activity by days and times. We strongly recommend that you implement these security features where available.

MAINTAIN CURRENT CONTACT INFORMATION AND CONDUCT A PERIODIC USER REVIEW. Keeping information current will prevent unauthorized access by employees. As your needs change, user and access levels may also change. At least annually, you should review current Users and access levels.

EMPLOYEE TRAINING. Employee turnover is part of business. Training new Administrators and Users and reviewing procedures with existing Administrators and Users is crucial to maintaining a secure process for creating and initiating files. Provide continuous training to ensure employees are following procedures and are informed of any changes.

BUSINESS EMAIL COMPROMISE ATTEMPTS. Please be mindful when your vendor payment information changes. Fraudulent attempts can be made via email to update the bank information. We highly suggest that you perform a call back to the number you have on file to verify the updated payment information before sending a Wire/ACH.

¹ This is not intended as an exhaustive itemization of the security controls that you may need. Bank does not warrant that implementation of any or all of the above recommendations will prevent security losses. You are solely responsible for providing adequate safeguards and security measures within your own business.



Certificate of Authority
(Business Banking Services)

Business

CIF

The entity, sole proprietorship, or other business identified above ("Business"), pursuant to the section of the Business Banking Services Agreement setting forth the definition of "Authorized Representative" and consistent with Business's resolutions, has appointed each of the following individual(s) as its Authorized Representative(s):

Authorized Representative's Name

Title

Authorized Representative's Name

Title

Authorized Representative's Name

Title

The undersigned hereby certifies to Simmons Bank ("Bank") as follows:

I am the Certifying Person¹ of Business. I hereby certify that the following resolutions were duly adopted by Business's governing individual or body, and said resolutions have not been amended, altered or rescinded and remain in full force and effect on the date hereof: (1) the execution and performance of the Business Banking Services Agreement has been duly authorized by the Business's governing individual or body and is not in conflict with any of the Business's governing documents, (2) each person designated above as an Authorized Representative, acting individually, is authorized to (a) execute and deliver the Business Banking Services Agreement on behalf of Business and (b) take all actions necessary and proper to add, remove, or otherwise manage all services referenced therein on behalf of Business. Further, Business acknowledges and agrees that these individuals are, and will remain, authorized until Business notifies Bank in writing of revocation of any individual's authorization and Bank has had a reasonable time to act on such notice.

Certifying Person Signature

Printed Name & Title

Date

If the Certifying Person above is also listed as an Authorized Representative, a second Certifying Person should also sign (or other acceptable evidence of the Certifying Person's authority must be provided to Bank).

Certifying Person Signature

Printed Name & Title

Date

¹ This should be a different person from the Authorized Representative(s). The following are examples of individuals who would generally be considered to be a Certifying Person for the designated entity: Corporation: President, Secretary or Assistant Secretary; Limited Partnership, General Partnership, or Limited Liability Partnership: a Partner; Member-Managed Limited Liability Company: one or more Members; Manager-Managed Limited Liability Company: one or more Managers; however, if no Manager other than the person executing the Application exists, one or more Members; and Government Institution: an Authorized Signer as determined by the Institution's applicable rules and governing regulations. Sole Proprietorship and Single Member Limited Liability Company: the sole owner/member.