Corporate Remote Deposit Capture Agreement

This “Agreement” governs your use of FinOpti Treasury LLC (“Program Manager”) and OMB Banks’s (“Bank”) Remote Deposit Capture (“Service”). It also describes the rights and obligations of the Bank. By requesting and using these Services You (“Company”, “Your”) agree to comply with the terms and conditions of this Agreement and acknowledges the Company’s receipt and understanding of the disclosures in this Agreement.

By enrolling in or using this Service, the Company agrees to be bound by the terms and conditions contained in this agreement.

Please read this Agreement carefully and keep it for future reference. This agreement is in addition to other agreements between the Program Manager, Bank and You, including applicable deposit account disclosure agreement(s) and terms and conditions and rules and regulations with the Program Manager and Bank. If there is a conflict between the terms and conditions of this Agreement and terms and conditions of any other agreements between the Program Manager, Bank, and You, this Agreement will dictate control for the services provided.

SERVICE

Remote Deposit Capture (RDC) allows You to make check deposits electronically using mobile or online services to deposit checks. You will enter all amounts and other required information correctly. Imaged Items will be transmitted by Company to Bank, or Bank’s authorized processor, via the Internet through a web-based Interface.

Company’s account(s) will be provisionally credited upon Bank’s acceptance of Imaged Items for deposit which is received by Bank from Company through the Service.

Bank will maintain the appropriate account(s) for the Company to receive credit and provide other specific information required by the Bank related to the Service. All deposits received by the Bank are accepted subject to Bank’s verification and final inspection and may be rejected by Bank in Bank’s sole discretion. All deposits are subject to the terms and conditions of the account.

Company Operational Responsibilities

1. Maintaining at least one or more checking accounts at the Bank eligible for the receipt of deposits of digitized images of checks;
2. Company shall be responsible for training its own employees in the use of the Product and Services.
3. Use the Service only for Company’s internal business purposes;
4. Exercising due care in preserving the confidentiality of any User ID, password, or other code or authentication method to prevent the use of the Service by unauthorized persons, in addition assume full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by the Company, its employees and agents;
5. Company agrees to notify the Program Manager immediately, INSERT METHOD OF CONTACT, in the event it believes there has been any breach of data, whether physical or digital;
6. Installing and implementing any changes and/or updates to the Service as required by the Program

Manager or Bank within a reasonable period of time (as specified on the release of each update) to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service;

7. Inspect and verify the quality of images, thus ensuring the digitized front and back images of the original checks (defined as a check for any amount in U.S. Dollars drawn on or payable through a U.S. financial institution that has not been previously presented and paid) are legible for all posting and clearing purposes by the Bank. Specifically, Company represents and warrants that:
    A. The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check;
    B. Each check image (or related electronic data file) contains a record of all MICR line information required for a substitute check and otherwise satisfies all requirements of Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from the check image;
    C. The original check, a duplicate check image, or any copy of the original check or check image will not be deposited by Company with the Bank (unless the Program Manager or Bank instructs Company to do so) or under any circumstances with any other bank; and
    D. The original check, duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that the Bank or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that the Bank or the other person already paid. In addition, the Company's account(s) will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any such representation or warranty;
8. The Service will be used to enter, process, and transmit original checks in accordance with procedures and transmission deadlines outlined in this Agreement. You will create an image of the original check using scanning software to scan the front and back of each original check, including the responsibility to verify the dollar amount of each check image. In addition, Company is responsible for ensuring the MICR line information from the original check is accurately scanned, entered or repaired for each check image;

    NOTE: A check image is considered received by the Bank at a licensed location of the Bank, and the Bank is not responsible for any losses arising directly or indirectly from damage or alteration to the check image prior to its receipt by the Bank. In the event the Bank receives a check image on a day that is not a business day or after the applicable processing cutoff time for a business day, the check image is deemed to have been received by the Bank at the opening of the next business day.
9. Any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image;
10. Company will comply with all security procedures outlined in the Bank's Remote Deposit Capture Agreement and will not bypass, override or disable any security mechanisms.
11. If wireless technology is used, You agree to encrypt the network with a complex key or password and use additional measures such as MAC Address Filtering or IP Filtering. If used, the bank reserves the right to qualify that the wireless setup meets the (above) listed standards.
12. Company will train its employees in the overall use of the Remote Deposit Capture User Guide, See **Schedule A**, including supervision and auditing of your employee's use of the service;
13. Verifying Bank's receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
14. Company will retain each original check in accordance with the Documentation. Company will

store original checks in a safe and secure environment for such time as Company deems necessary and advisable for a period of up to 45 days after the check has been digitized and processed, and promptly (but in all events within 3 days) providing any retained check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to the Program Manager or Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check;

15. Company will use commercially reasonable method(s) to destroy checks after the required retention period has expired (the most accepted form of destruction is shredding).
16. Company will retain all information regarding digitizing of checks as created by the Service for at least 45 days;
17. Company will cooperate with the Program Manager or Bank in providing information in the event of lost, mistaken, incomplete or unusable electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, including access to such records.
18. Company agrees not to use the Service to deposit or otherwise process:
    A. Non-cash items;
    B. Items for which the customer is not a holder in due course; or
    C. Substitute checks, except those which have been returned to the customer for any reason.
19. Ensuring that no information has been deleted or degraded from a substitute check returned by the Bank in the event you capture for processing a digital image of a previously truncated and reconverted substitute check returned to Company by the Bank. If Company captures for processing a digital image of any other previously truncated and reconverted substitute check, you are to ensure that the substitute check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconverting bank(s) (as such terms are defined in Regulation CC) are preserved.

<u>Program Manager Operational Responsibilities</u>

1. Support for the Service to ensure the accurate processing of checks, including but not limited to:
    A. Modifications, enhancements, and updates in the event made available to Company; and
    B. **Banking Business Day.** For purpose of this Agreement, "Banking Business Days" are Monday through Friday, excluding federally recognized holidays, as updated each year online at: [https://www.usa.gov/holidays.](https://www.usa.gov/holidays) Bank hours of service, provided on Banking Business Days, are 8 am Central Time to 5 pm Central Time.
    C. E-mail support@finopti.co during normal business hours.
2. Program Manager will provide web application for accepting deposits to the applicable account digitized images of checks that are transmitted. Digitized images are deemed received upon confirmation by the Bank of successful receipt of the transmission of the images that are complete, usable, and adhere to the data specifications set. If the digitized images are not complete, are not usable, or do not adhere to data specifications, the images will be rejected, and You will receive error directing them to try again.
3. Processing digitized images after the Bank has received transmission of the digitized images. The Bank uses commercially reasonable efforts to present image exchange items and substitute checks for collection. Unless the Program Manager or Bank notifies Company otherwise, the Bank provides same day credit to the applicable account for all items transmitted by the Company and received by the Bank within the timelines established by the Bank. Reg CC guidelines are adhered to for all remote deposit checks.

    <u>NOTE</u>: Deposit of a check image is subject to the Bank's verification and final inspection process. The

Bank may at any time deposit a check image or return all or part of a deposit of multiple check images to you without prior notice. The Bank is under no obligation to inspect or verify a check image to determine accuracy, legibility, or quality of the check image or MICR line information associated with the check image, or for any other purpose. However, the Bank may correct or amend MICR line information associated with a check image to facilitate processing of the check image, or a substitute check created from that check image. The Bank may process and collect a check image or a substitute check through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with another bank. Check images or substitute checks are subject to the rules of that clearing house, Federal Reserve Bank, or private clearing bank agreement.

4. Program Manager will provide access online detailing items processed, return items, deposit adjustments and other related information.
5. Program Manager or Bank will retain check images contained in the Bank's cash letter file for 30 days.
6. If a payor financial institution returns an item to the Bank for any reason, the Program Manager may charge the applicable account for the returned item, whether or not the return is timely and proper, and may return the item to the Company. Items may be returned as image exchange items, rather than substitute checks, as agreed by the parties. If a payor, financial institution or other third party makes a claim against the Bank or seeks a re-credit with respect to any check processed, the Bank may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim.
7. Refusing to process any non-conforming items, including without limitation any items that do not meet the definition of a "check."

CONFIDENTIALITY

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing deposits, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agencies or court orders, or
4. If you give us written permission

PERIODIC STATEMENTS

Company agrees that to the extent permitted by law, receipts, notices and disclosures associated with the Service may be provided to you by email, facsimile or over the Internet, either as part of a Service session or otherwise. You will not receive a separate Service statement; however, your transactions will be reflected on your monthly account statement. Company agrees to notify Program Manager of any changes to mailing or email address. If the Company does not notify Program Manager, the Company will hold Program Manager or Bank harmless from any consequences, including financial loss, resulting from failure to notify Program Manager of the change in the Company's mailing or email address.

SECURITY INTEREST IN ACCOUNTS & SETTLEMENT RESERVE

The Company grants Program Manager and Bank a security interest in all Accounts or other deposits (whether general or special) of Company at the Bank, and in all funds in such Accounts or other deposits, to secure obligations to Program Manager and Bank under this Agreement. This security interest will survive termination of this Agreement. Program Manager or Bank may hold any funds on deposit with Program Manager or Bank by Company after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights regarding any request or ACH entry processed by Company using the Service or, if later, until any other claims to such funds have expired.

Company may be required to maintain a reserve (“Settlement Reserve”) of an amount to be solely determined by the Program Manager or Bank. The Company acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Company’s obligations under this Agreement. The Company authorized the Bank to immediately replenish the Settlement Reserve to an amount determined by the Bank via an ACH debit to your account or by a direct deposit to the Settlement Reserve if your Settlement Reserve falls below the required amount. Company grants the bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by you under this Agreement without notice or demand to you. Company obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all obligations under this Agreement have been fully offset. The Bank’s security interest shall continue until all obligations under this Agreement have been fully offset.

THIRD PARTY SERVICES

Client acknowledges and agrees that, in providing the Remote Deposit Service hereunder, Bank may utilize and rely upon certain third-party service providers (“TPSPs”) to provide database storage, database access, switching and other data communications services to Bank. The Client further acknowledges and agrees that the Client’s rights under this Agreement shall be solely and exclusively against Bank, and the Client shall have no right or recourse against any Third-Party Service Provider hereunder whatsoever and hereby waives any and all such rights or recourse, directly or indirectly, against any TPSP.

LIMITS

Program Manager may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

CUTOFF TIMES

The daily cutoff time is 5pm Central Time (Standard or Daylight). If remote deposit capture is submitted after the cutoff time, it will be processed on the first business day.

SECURE INTEREST IN ACCOUNTS & SETTLEMENT RESERVE

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights regarding any request or ACH entry processed by you using the Service or, if later, until any other claims to such funds have expired. You may be required to maintain a reserve (“Settlement Reserve”) of an amount to be solely determined by the Bank. You acknowledge and agree that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of your obligations under this Agreement. You authorized the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to your account or by a direct deposit to the Settlement Reserve if your Settlement Reserve falls below the required amount. You grant the bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all your obligations under this

Agreement have been fully offset. The Bank's security interest shall continue until all your obligations under this Agreement have been fully offset.

ACKNOWLEDGEMENT

By checking the box on the confirm deposit page, you digitally acknowledge the RDC Agreement, acknowledge it has read and understood this RDC Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on the Program Manager and Bank's website or given to you, including but not limited to, optional services (if selected).

Schedule A
Remote Deposit Capture User Guide

Remote Deposit Capture (RDC) allows you to deposit checks electronically by capturing images of the checks and submitting them through a mobile device. The below outlines the steps for this process.

Getting Started

- **Log In:** Log in to dashboard and select "Deposit a Check", which corresponds to the RDC module.

Preparing and Scanning Checks

- **Endorsement:** Endorse the back of each check.
  - **IMPORTANT:** Clearly handwrite one of the following:
    - *"For deposit only to OMB Bank"*

      OR
    - *"For mobile deposit only" + last 4 digits of account number*
  - Sign directly beneath the endorsement.
  - Check the box on the back of the check indicating it is for mobile deposit
- **Prepare Items:**
  - Remove staples and paper clips.
  - Straighten any bent edges.
- **Capture Image:**
  - Place the check on a dark, flat surface.
  - Capture clear images of both the front and back.

Reviewing and Balancing

- **Verify Images:** Ensure both front and back images are clear and legible.
- **Fix Errors (MICR/OCR):** The system may prompt you with error if image could not be read. Try again to see if errors continue.

Submitting the Deposit

- **Submit Deposit:** Complete and submit your deposit through the RDC module.
- **Confirmation:** Wait for the "Acknowledged" status, indicating the transmission received.
- **Cutoff Time:** Deposits must be submitted by the bank's daily cut-off time of 5:00 PM Central Time (Standard or Daylight) to be processed on the same business day.
  - If remote deposit capture is submitted after the cutoff time, it will be processed on the first business day.

Retention and Security

- **Secure Storage:** Retain physical checks in a secure location for **45 days** (or as required by the Program Manager and the Bank).
- **Destruction:** Safely destroy checks (cross-cut shredding) only after the retention period has expired and the funds have cleared.

Common Issues

- **Images Unclear:** Re-scan checks that are blurry, skewed, or upside down.
- **Duplicate Detection**: The system will notify you if a check has already been scanned to prevent double depositing.
- **Invalid Account**: The account ID provided does not exist or is incorrect. Confirm it is correct and try again.