

## INTERNET BANKING AGREEMENT

### PINNBANK FOR BUSINESS

The terms “we,” “us,” “our,” and “Bank” refer to **Pinnacle Bank a division of Bank of Colorado**. The terms “you” and “your” refer to Company. This Agreement is in addition to the other agreements, including, but not limited to your deposit account agreement, between you and Bank. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in the other agreements between you and Bank, this Agreement will control.

1. Services. Bank agrees to provide Company with the Internet Banking Services described on the Exhibit attached hereto and incorporated herein by this reference (the “Services”). Company agrees to the terms and conditions contained in this Agreement, and/or any other Attachment or Amendment hereinafter attached hereto.
2. Identification. To utilize our Internet banking services you must have one or more Bank accounts, an Access ID and a Password.
3. No Liability. Bank will not be liable for the following:
  - a. If you do not have sufficient funds in your account to initiate a transaction utilizing the Services.
  - b. We are directed to prohibit withdrawals from the account by applicable law or court order.
  - c. If your account is closed or if it has been frozen.
  - d. If the transaction utilizing the Services would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
  - e. If you, or anyone you permit to utilize the Services, commits any fraud or violates any law or regulation.
  - f. If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the Services.
  - g. If you have not provided us with complete and correct payment information, including without limitation, the name, United States address, and payment amount for the payee on a bill payment.
  - h. If you have not properly followed the instructions for using the Services.
  - i. If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the utilization of the Services, despite reasonable precautions taken by us.
4. Limitation of Liability and Disclaimer of Warranties. The Bank’s liability for damages arising out of this Agreement will not exceed the fees paid by Company to Bank within the (30) thirty days prior to the event giving cause to the claim, as stated in this Agreement. In no event shall either party have any liability to the other party or any third party for any lost profits or costs of procurement of substitute goods or services or for any indirect, special or consequential damage resulting from or arising out of this Agreement. Notwithstanding the foregoing, in no event shall Bank be liable for any losses or damages resulting from (a) services and/or data provided by Company’s data processing vendor(s); (b) software defects in third party software not developed by or licensed from Bank; (c) a virus, the prevention of which was beyond the reasonable control of Bank, or (d) a third party gaining access to Bank’s system and obtaining or altering data. Company understands and agrees that except as expressly set forth in this Agreement (including any other Attachment or Amendment hereinafter attached hereto), Bank does not make and hereby disclaims any warranties and that the warranties in this Agreement are in lieu of all other warranties, express or implied, including without limitation any warranties regarding the merchantability, suitability, originality, quality, non-infringement, fitness for a particular purpose, or otherwise (irrespective of any previous course of dealings between the parties or custom or usage of trade).
5. Authority. Company warrants to the Bank that it has full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person, and any person may utilize the services, who 1) is an authorized representative or authorized person of Company; or 2) represents that they are such an authorized person or representative; or 3) who has been provided an Access ID and a Password by Company, or 4) provides a valid Access ID and a Password (collectively “Authorized Person”). Bank may require further written confirmation of instructions given orally or by facsimile. Any person who is authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account. Bank may, in its discretion, rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions

until Bank receives instructions to which all Authorized Persons agree or (c) submit to a court all funds that are subject to the conflicting instructions.

6. Fees and Charges. Company agrees to immediately pay the Bank for the Services in accordance with the Bank's fee schedule. The Bank may modify its fee schedule at any time upon 30 days prior written notice to Company. Company is also responsible for any telephone charges that you incur by accessing Company accounts utilizing the Services and other applicable fees. In addition to such charges, Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company.

7. Security Procedures. Company agrees to abide by the security procedures set forth in this Agreement. Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below.

a. General. Bank will receive instructions from Company for Entries transferring directly to or from another financial institution by Bank of funds from or to Company's account(s) at Bank into the ACH System directly to or from another financial institution. Company agrees to originate Entries in accordance with the Security Procedures as specifically set forth in this Agreement.

b. Commercially Reasonable Procedures. Bank and Company expressly agree that the Security Procedures set forth in this Agreement are and shall be deemed commercially reasonable. You should have security procedures in place to mitigate the threat of Account Takeovers. Internet Banking is accessed through the Internet which is a public system over which we have no control. It is therefore your duty to ensure any computer, computer network, device, equipment or communication system (collectively "Equipment") which you or your Delegates use to access Internet Banking is free from and adequately protected against viruses and other destructive or disruptive components. In particular you shall ensure anti-virus, anti-spyware and firewall software ("Security Software") are installed in the Equipment which you or your delegates use to access Internet Banking and that these Security Software are regularly updated with security patches and new version as issued or recommended from time to time by the suppliers of such Equipment.

**If you select certain security procedures to use in connection with the Services and those security procedures provide less protection against unauthorized transactions or activity than the security procedures offered by Bank, you are deeming those security procedures selected by you to be commercially reasonable, and, as such, you will indemnify Bank against any losses arising out of such election.**

c. Authenticated Instructions and Authorized Agents. Company does hereby certify to Bank that only duly authorized persons will initiate any requests for the transferring of funds to and from Company's account(s) at Bank. Authorized persons will initiate transfer instructions to Bank either by phone, in person or electronically. Authorized persons given security level for Entries, by Company, to and from Company's account(s), have been granted through security clearance pursuant to this Internet Banking Agreement and any Attachments, Exhibits, Schedules and/or Amendments hereinafter attached hereto. Bank is authorized to honor orders for transfers made by authorized persons, or persons who represent electronically or otherwise that they are authorized persons, without further inquiry or regard to the authority of said persons and is hereby absolved of all liability for transfers made in compliance with these procedures.

d. Confirmation. Confirmation of electronic file and/or fund transfer entries, if deemed by Bank (and/or Company if electronic file and/or fund transfer entries exceed the dollar amounts as set forth in any Exhibits) to be necessary, may be made by calling the phone number listed herein.

e. Notices, Instructions, Etc. Company understands that Bank may decline to accept telephone instructions in any instance it deems such acceptance would be in violation of its security procedures or in violation of this Internet Banking Agreement and any Attachments, Exhibits, Schedules and/or Amendments hereinafter attached hereto. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice of instruction received from Company or any other person, or to provide any notice to Company or any other person with respect to any matter. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative. The names and signatures of Authorized Representatives are set forth in the Agreement. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement

shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier.

- f. Transfer in Excess of Account Balance. Bank shall not be obligated to honor any fund transfer entries if the amount to be transferred exceeds the Available Collected Funds. "Available Collected Funds" shall mean Collected Funds on deposit in the Authorized Account(s) which are available for withdrawal by Company, pursuant to the Bank's policy and the provisions of Regulation CC (12 C.F.R. Part 229) in effect from time to time. "Collected Funds" shall mean any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit until collection from the bank the item has been drawn on has been received by Bank of deposit. Bank shall have no liability to Company should the amount to be transferred exceed the Available Collected Funds.
  - g. Payment. Upon receipt of instruction for electronic file and/or fund transfer entries, Bank will charge the relevant accounts pursuant to Company's instruction and this Internet Banking Agreement and any Attachments, Exhibits, Schedules and/or Amendments hereinafter attached hereto. The resulting charge to Company's account and payment of funds at Company's request shall be equivalent to payment by Bank of a properly drawn demand instrument duly signed by Company and payable to the receiver (transferee) of said funds. Bank will only be liable for damages resulting from its gross negligence.
  - h. Applicability to Company's Accounts. This Agreement applies to all of Company's presently existing accounts and all accounts opened in the future. Additions or deletions of accounts will be accomplished by written agreement of Company and Bank in accordance with the terms set forth in this Internet Banking Agreement and any Attachments, Exhibits, Schedules and/or Amendments hereinafter attached hereto.
  - i. Term and Termination. These Security Procedures supersede any instructions or contracts previously issued and shall continue in force until express written notice of its rescission or modification has been received by Bank from Company or Company has received such written notice from Bank.
8. Funds Transfers
- a. Transmittal of Credits/Debits By Company. Company shall transmit Credit/Debit Entries to Bank for processing pursuant to this Agreement. The total dollar amount of Entries transmitted by Company to Bank on any one day shall not exceed the amount set forth in the Agreement, Attachments, Schedules and any Amendments thereto. The cutoff for said Entries shall be in accordance with any Exhibit.
  - b. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of an Entry prior to crediting/debiting a Company's Authorized Account(s) set forth in the Agreement. Bank shall have no liability if such cancellation or amendment is not effected.
  - c. Account Reconciliation. Fund Transfer Entries credited/debited to accounts of Company as identified in the Agreement will be reflected on Company's periodic statement issued by Bank pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.
  - d. Liability; Limitations on Liability; Indemnity. If the authority contained in this Agreement and any other agreement between Bank and Company should be revoked or terminated by operation of law without notice, it is agreed that Bank shall be held harmless from any loss suffered or liability incurred by acting after revocation or termination in the absence of such notice. Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of Entries or due authorization of any Entry received from Company or its Authorized Agent). Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Bank is

responsible for any act or omission of Company or any other person. In no event shall Bank be liable for any consequential, special, punitive or indirect loss or damage which Company may incur or suffer in connection with this Fund Transfer Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Fund Transfer Agreement and this Agreement. Without limiting the generality of the foregoing provisions, Bank shall be excused and held harmless from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused and held harmless from failing to initiate or delay in initiating an Entry if such initiation would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank otherwise violating any provisions of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or Authorized Agent. The liability, limitations of liability and indemnity provisions in this subsection (d) shall apply only to the Funds Transfer provisions found in Section 8 of this Agreement.

- e. Compliance with Security Procedure. Company will be solely responsible for protecting against any unauthorized access to PinnBank for Business. If an Entry, a request for cancellation ("Cancellation"), or amendment of an Entry ("Amendment") received by Bank is judged in good faith to have been originated or authorized by Company, it will be deemed effective as Company's Entry, Cancellation, or Amendment, and Company shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry, Cancellation or Amendment was not authorized by Company, provided Bank acted in compliance with security procedures referred to in this Agreement, with respect to such Entry, Cancellation or Amendment. If signature comparison is to be used as a part of security procedures, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying Entries, Cancellations or Amendments received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative. If an Entry, Cancellation or Amendment received by Bank was originated or authorized by Company, Company shall be obligated to pay the amount of the Entry, Cancellation, or Amendment as provided herein, whether or not Bank complied with security procedures referred to in this Agreement, with respect to that Entry, Cancellation or Amendment and whether or not that Entry, Cancellation or Amendment was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Company agrees that the security procedures found in this Agreement, are the security procedures that are necessary for their business and such procedures are deemed to be commercially reasonable. Company agrees that Company shall be responsible for utilizing and implementing those security procedures in their daily operations.
- f. Creditworthiness. In order for Company to participate in the origination of fund transfer entries ("Entry" or "Entries"), pursuant to this Agreement, Company must be creditworthy in accordance with the Bank's policies. Company agrees that Bank may request and obtain credit information about Company in order to determine their creditworthiness. This credit information includes but is not limited to financial information to be obtained directly from Company and credit bureau reports. The Bank reserves the right to immediately terminate this Agreement if the creditworthiness of Company should deteriorate to an unacceptable level as determined by the Bank in its sole discretion.
- g. OFAC Sanctions. Company is responsible for ensuring that the origination of Entries complies with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the



may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement between Bank and Company. There are no unwritten oral agreements between Company and Bank.

16. Severability. If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid or unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this Agreement will be read as if that provision were never a part of it, and the remainder of this Agreement will be valid and enforceable.
17. No Waiver. No failure by either party to insist upon strict performance of any term or obligation in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy or a waiver of any such default or rights or remedies pursuant thereto. If Bank waives any failure or breach of Company hereunder such waiver will not operate to waive any other breach of the same or different provision.
18. Attorney's Fees. In the event that this Agreement is breached by Company, in addition to any remedies provided herein or by applicable law, the Bank shall be entitled to the extent allowed by applicable law to recovery from Company all costs and expenses incurred by the Bank in enforcing its rights hereunder, including, without limitation, court costs, fees of consultants, and reasonable attorney's fees.
19. Additional Information. Company agrees to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any transaction initiated utilizing the Services) that Bank reasonably requests.
20. Force Majeure. No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between Company and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.
21. Successors and Assigns. This Agreement is binding upon and is for the benefit of Bank and Company and their respective successors and assigns. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of Bank. Otherwise, Bank and Company may not assign this Agreement to any other person without the express written agreement of the other party.
22. Amendments. We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, we will update this Agreement, and notify you of the changes at least thirty (30) days in advance of the change.
23. Applicable Rules, Laws, and Regulations. This Agreement and any Exhibit, Attachment, Schedule, and/or any Amendment hereinafter attached hereto shall be governed by, and you agree to comply with, the laws and regulations of the **State of Colorado** and applicable Federal laws and regulations. In addition, you agree to be bound by and will comply with the terms of this Agreement and any Exhibit, Attachment, Schedule, and/or any Amendment hereinafter attached hereto. Any dispute between Bank and Company must be brought in the relevant court in the county where Bank is located.
24. Notices. If this Agreement and any Exhibit, Attachment, Schedule, and/or any Amendment hereinafter attached hereto requires notice, such notice may, at the sole discretion of Bank, be sent by United States mail, electronic mail or hand delivered to the address set forth in this Agreement. Changes in either party's address must be sent to the other party according to these notification procedures at least 30 days prior to its effective date.
25. Headings. Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.
26. Electronic Documentation.
  - a. This consent and disclosure applies to all accounts you currently have or open in the future with us for which you are transacting electronically and wish to receive disclosures, statements and other communications online. You must be an owner/signer on all accounts you wish to authorize electronic delivery.
  - b. "Communication" means any account statement, periodic statement, or authorization, agreement, disclosure, notice, or other information related to your account including information that we are required by law to provide to you in writing.
  - c. You will receive an email stating your documents are available for viewing on PinnBank For Business. If you choose to receive any documentation electronically, you understand that you will not

automatically receive the documents in paper form. We will not send paper communication on any account you are transacting on electronically until you withdraw this consent.

- d. You have the right (or option) to have any of the documentation made available on paper form. You may obtain the documentation on paper by verbally requesting a paper copy at a Bank branch, or by mailing a signed, written request for a paper copy to a Bank branch. All requests should include the account number and the date of the document you wish to receive as well as your name and address. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. We reserve the right to provide a paper instead of electronic copy of any communication you have authorized us to provide electronically.
- e. Consent to receive electronic communications includes:
  - Legal and regulatory disclosures and communications associated with your account.
  - Disclosures including periodic or monthly billing statements.
  - Change in terms notices as to your account.
  - Annual or revised privacy notice.
- f. You have the right to withdraw prospectively your consent to receive any documentation electronically. You may withdraw your consent by verbally requesting so at a Bank branch, or by mailing a signed, written revocation to a Bank branch. All requests should include the account number, type of account documentation (Checking Notices, Loan Notices, etc.) the revocation date as well as your name and address.
- g. Withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process it. It is your responsibility to provide us with an accurate and complete email address and to update promptly any changes in this address. If your electronic mail (email) address changes, you must provide a signed Exhibit of such change to a Bank branch. All changes should include all account numbers(s), type of account documentation (Checking Statements, Certificate Notices, etc.), your new email address as well as your name and address.
- h. To access, download and print the documents, you will need to have a personal computer with internet and email access. You must also have Adobe Acrobat 10.0 or above. Your browser must be equipped for 128-bit encryption. A list of the browser levels that support 128-bit encryption follows:
  - Internet Explorer Version 8.0 or higher (Secure Sockets Layer Support)
  - Mozilla Firefox
  - Safari 4.0 or higher
  - Google Chrome
- i. We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provided electronic communications. We will provide you with notice of any such termination or change as required by law.
- j. All Communications in either electronic or paper format from us to you will be considered in writing. You should print or download for your records a copy of any online documents. You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible.

27. Requested Changes to Existing Services. The parties acknowledge and understand that from time to time, Customer may request that changes be made to the existing services covered under the terms of this Agreement. Such changes shall include, but not be limited to, the addition of a new access code, the addition of a new Customer representative who can authorize services and the addition of bank accounts and loans. When Customer requests such a change, a separate setup or authorization form will not be required of Customer in order for the Bank to make the requested change to the existing services. However, a new setup or authorization form will be required upon Customer's request to add any new, distinct services to its account.

It is Customer's responsibility to ensure that it provides access codes only to authorized representatives of Customer. Customer represents to the Bank that each Customer representative and anyone else using the Customer access codes has general authority from Customer to give the Bank instructions to perform the services detailed in this Agreement. Customer is liable for all transactions that it makes or authorizes. Customer expressly agrees to be bound by all transactions from any business account for which valid access codes were used. Customer authorizes the Bank to treat any instructions it receives using valid access codes as if the instructions had been made in writing and signed by the appropriate Customer representative. Unless there is substantial evidence to the contrary, the Bank's records will be conclusive regarding any access to, or action

taken through, our Internet Banking service. Notwithstanding the foregoing, the Bank agrees that Customer will not be responsible for transactions which occur after Customer has notified the Bank to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so.

28. Acknowledgement. By accepting below, you are acknowledging:

- receipt of this Internet Banking Agreement; and
- that you have reasonably demonstrated that you are able to access electronically and retain Communications provided pursuant to the Services.

**For the avoidance of doubt, it is understood and acknowledged by Customer that if you select certain security procedures to use in connection with the Services and those security procedures provide less protection against unauthorized transactions or activity than the security procedures offered by Bank, you are deeming those security procedures selected by you to be commercially reasonable, and, as such, you will indemnify Bank against any losses arising out of such election.**

The parties have caused this Agreement and any Exhibit, Attachment, Schedule, and/or any Amendment hereinafter attached hereto or designated a part of to be executed and warrant that their respective signatory, whose electronic signature appears below, has been and is on the date of this Agreement duly authorized by all necessary action in accordance with its governing instruments to execute this Agreement. By clicking the "**ACCEPT**" button, you, as an authorized representative of Customer, agree that Customer shall be bound by the terms of and have used your electronic signature to agree to the terms of this Agreement.