OLD GLORY BANK™

Business Accounts Quick Links:

Terms and Conditions
Schedule of Fees

Online Banking Disclosure

Business Debit Cardholder Agreement

Business Payment Order (Wire) Agreement

Old Glory Pay Terms and Conditions

OLD GLORY BANK™

Your Business and Trust Deposit Account

Terms and Conditions
Funds Transfers
Funds Availability
Substitute Checks
Specific Account Details

Effective March 30, 2026

TABLE OF CONTENTS

PRIVACY ..... next page
TERMS AND CONDITIONS OF YOUR ACCOUNT 3
Important Information About Procedures for Opening a New Account 3
Agreement 3
Liability 3
Deposits 3
Withdrawals 3
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees 3
Business, Organization and Association Accounts 4
Stop Payments 4
Transfer Limitations 5
Amendments and Termination 5
Correction of Clerical Errors 5
Notices 5
Statements 5
Account Transfer 5
Reimbursement of Federal Benefit Payments 5
Setoff 6
Authorized Signer 6
Restrictive Legends or Indorsements 6
Facsimile Signatures 6
Check Processing 6
Check Cashing 6
Indorsements 6
Death or Incompetence 6
Fiduciary Accounts 6
Credit Verification 6
Legal Actions Affecting Your Account 7
Account Security 7
Instructions From You 7
Monitoring and Recording Telephone Calls and Account Communications 7
Claim of Loss 7
Early Withdrawal Penalties 7
Changes in Name and Contact Information 7
Resolving Account Disputes 7
Waiver of Notices 7
Truncation, Substitute Checks, and Other Check Images 7
Remotely Created Checks 8
Unlawful Internet Gambling Notice 8
Funds Transfers 8
International ACH Transactions 8
Pledges 8
Power of Attorney 9
Stale-Dated Checks 9
FDIC Insurance 9
Unclaimed Property 9
Cash Transaction Reporting 9
Backup Withholding/TIN Certification 9
Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks 9
Changing Account Products 9
Transactions by Mail 9
Check Storage and Copies 9
NOW Account Organization 9
ACH and Wire Transfers 9
WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES **13**
NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS **13**
YOUR ABILITY TO WITHDRAW FUNDS **14**
SUBSTITUTE CHECKS AND YOUR RIGHTS **14**
SPECIFIC ACCOUNT DETAILS **16**
Liberty Small Business Checking Account 16
Liberty Business Checking Account 16
Liberty Premium Business Checking Account 16
Liberty Business Savings Account 16
Old Glory Trust Checking Account 17
Victory Checking Account 17
Digital Future Crypto Account 18
SNS Gaming Account 18
Preferred Pricing with Joint Marketing Relationships and Dormant Account Fees 19
Schedule of Fees and Charges 20
Summary of Account Type 22

FACTS WHAT DOES OLD GLORY BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: } Social Security number and account balances } Checking account information and payment history } Credit history and credit scores When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Glory Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Glory Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 888-446-5345 or go to www.oldglorybank.com

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Who We Are	
Who is providing this notice?	Old Glory Bank
What We Do	
How does Old Glory Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Old Glory Bank collect my personal information?	We collect your personal information, for example, when you } Apply for a loan or make a wire transfer } make deposits/withdrawals from your account or open an account } use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only } sharing for affiliates' everyday business purposes - information about your creditworthiness } affiliates from using your information to market to you } sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. } *Old Glory Bank does not share with our affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. } *Old Glory Bank does not share with non-affiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. } *We do not do joint marketing with affiliates or non-affiliates.*

Other Important Information

Please note that if you have a membership with one of our nonaffiliates (e.g., NRA, C2A, etc.) and **you voluntarily** participate in the marketing relationship between Old Glory Bank and such nonaffiliate and you **provide your consent to such nonaffiliate (e.g., NRA, C2A, etc.) for them and us to share certain information about you or your account with the other**, then Old Glory Bank will honor your consent and provide to such nonaffiliate (e.g., NRA, C2A) such information for which you consented for us to provide, which may include your account status at Old Glory Bank, your account balance at Old Glory Bank, your account number, and the status of certain payment transactions between Old Glory Bank and such nonaffiliate. Also, if you provided your consent to our nonaffiliate to purchase any of their products or services by using available funds in your account at Old Glory Bank as payment (which you may select at check-out), then you agree that Old Glory Bank may debit your account by such amount and remit same to such nonaffiliate. This may include you providing consent to our nonaffiliate relating to a subscription that authorizes Old Glory Bank to debit your account on a reoccurring basis. You can opt out of these authorizations at any time by contacting our customer service at 888-446-5345.

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as the "agreement" or "Agreement) that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Oklahoma and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

(1) summarize some laws that apply to common transactions;

(2) establish rules to cover transactions or events which the law does not regulate;

(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and

(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third- party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee, other than for items under $10.00.

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Overdraft Protection - For all account types, other than Liberty Business Savings, you may opt in for our Overdraft Protection, and if we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

For all customers who have Opted In and authorized the Bank to pay Overdrafts, then for those periods in which your account is in good standing (as defined below) you will be granted a no-fee Overdraft Security limit of up to these amounts:

(i) Liberty Small Business Checking - $25.00

(ii) Liberty Business Checking - $250

(iii) Liberty Premium Business Checking - $500

(iv) Old Glory Trust Checking - $250.

These amounts will not be eligible for ATM withdrawals but will be applied to everyday debit card transactions and other types of payments such as electronic transfers, ACH items and checks.

For any transactions over the applicable Overdraft Security amount above, the transaction will be declined. If an item is processed (e.g., an ACH), such account will be charged an NSF fee of $30.00 per item up to 5 items per day, up to a maximum of $150.00 per day.

To continue to participate in the Overdraft Security program, any outstanding overdraft amounts must be brought to a positive account balance within 2 weeks or 10 calendar days.

* Good Standing is when the account is not currently overdrawn, has no active legal actions such as garnishment, levy, administrative or other legal process.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into our branch or using our mobile app.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our policy is to process Offline deposit and credits first, in date and time order including Teller, ATM, ACH Credits, Internet Banking and Online transactions on the day they are processed. We process Point of Sale transactions (by date and time order) second, ACH debits on the day they are processed. We process Offline debits third, checks you have written, posted in check number sequence on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

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STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. In general, your stop-payment order - whether we receive it orally, in writing, or by another type of record - will be effective for six months. We will send you confirmation - either in writing or by another type of record - of your stop-payment order which will include the date on which your stop-payment order will lapse. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood.) We may rely on the information in that confirmation unless you notify us immediately of any errors. We are not obligated to notify you when a stop-payment order expires. However, you can prevent your stop-payment order from expiring by renewing your stop-payment order before the end of the six-month period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

TRANSFER LIMITATIONS - For money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

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SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the individual owner or joint owners. Joint owners agree that the authorized signer can sign on behalf of any of the joint owners. Owners do not give up any rights to act on the account. The authorized signer may not in any manner affect the rights of the owners or beneficiaries, if any, other than by withdrawing funds from the account. The authorized signer has the following powers:

- Sign checks
- Make deposits of checks payable to the account owner into the account
- Make cash deposits into the account
- Obtain an account balance
- View copies of checks he or she has signed, and
- Obtain deposit slips when making a deposit.

Additional options and powers may be granted by separate agreement.

Account owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners. Any one owner may terminate the authorization at any time. For accounts owned by a single individual, the authorization is automatically terminated by the death of the owner. For accounts owned by multiple individuals, the authority is terminated by the death of the last surviving owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

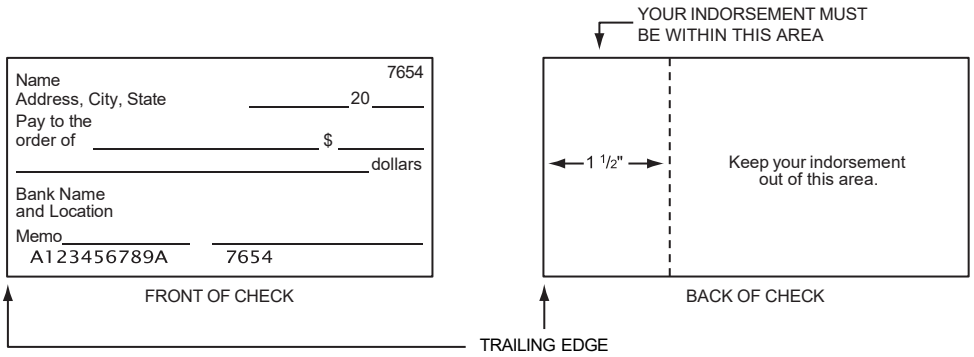
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with such legal action if we determine such legal action is enforceable and in compliance with applicable law, especially under the Bill of Rights of the US Constitution. Whether or not we comply with any legal action. Nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of the funds in your account. We will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an

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original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancelation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancelation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to

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secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

ACH AND WIRE TRANSFERS – The provisions herein relating to Electronic Funds Transfer is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

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ACH Transfer Service

1. General and Basic ACH Services

Each business account may be enrolled in our basic ACH Transfer Service upon request, unless we notify you otherwise in our full discretion. Once enrolled, you may unenroll by calling our Customer Service at 888-44OldGlory (888-446-5345).

Depending on the type of ACH Transfer Service for which you qualify and enroll, you may initiate instructions to us to make credit and/or debit entries to accounts of other persons on your behalf through the nationwide Automated Clearing House (ACH) payment system (or in the case of on-us entries to Old Glory Bank accounts, through internal processing). We may determine whether to offer ACH credit and/or debit capability to you, in our discretion.

Our basic ACH Transfer Service entitles your account to ACH credits (a/k/a "ACH Push") of up to $10,000 per business day and up to $50,000 per calendar month. We will notify you if these maximum amounts for your account are reduced by us, which we may do in our discretion. Unless you qualify and enroll in our "monthly-fee" ACH Transfer Service (see Paige 19 for pricing), each ACH credit will incur a fee of $1.00 per single file. Batch ACH files are not available in our basic service and to send an ACH batch file, you must enroll and qualify for our "monthly fee" ACH Transfer Service.

2. Nacha Rules

ACH transactions are governed by the Nacha (National Automated Clearing House Association) rules. In the event of any conflict between the Nacha rules and any provision of this Agreement, the Nacha rules will prevail. Use of the ACH Transfer Service requires you to understand and comply with the Nacha rules, and you agree to do so with respect to all entries. You may obtain a copy of the current Nacha rules at www.nacha.org.

3. Definitions

Under the Nacha rules, the parties to a typical ACH transaction are defined as: (i) the "receiver" (the person who authorizes you to credit or debit its account); (ii) the "originator" (you, or the person who initiates ACH entries); (iii) the originating "depository financial institution" or ODFI (Old Glory Bank, or the bank that transmits your entries to the ACH system); (iv) the "ACH operator" (the central clearing facility that transmits entries and performs settlement functions between the financial institutions involved); and (v) the "receiving depository financial institution" or RDFI (the receiver's bank which posts entries to the receiver's account).

The term "entry" or "entries" under the Nacha rules means an electronic order or request for the transfer of funds, and for purposes of this agreement, also may refer to the data you send us from which you initiate such transfers of funds. Any other capitalized terms used in this section that are not defined herein or elsewhere in this Agreement will have the meanings set forth in the Nacha rules.

4. ACH Security Procedures

The Security Procedures for the ACH Transfer Service are described below. You agree that use of the ACH Transfer Service constitutes acceptance of the below Security Procedures, and agree that the Security Procedures are commercially reasonable for your use of the service, including the size, type and frequency of any possible transactions that may be initiated from your accounts that may be associated with the service now or in the future.

- Users will be required to use valid access credentials to sign on to the application, and must have been granted necessary entitlements to be able to use the ACH Transfer Service.
- In order to transmit an ACH entry, an entitled user must enter a one-time passcode in order for the entry to be released and processed.
- You and we agree that all telephone conversations, emails, or data transmissions between your employees, agents, or authorized representatives and our employees or agents may be electronically recorded and retained by either party for use for any reasonable purpose.

Any entry or other instruction purporting to have been transmitted or authorized by you, but, which in fact was not authorized, will be deemed effective as your entry or instruction, and you will be obligated to us for the amount thereof, provided we acted in good faith and in compliance with the Security Procedures. With respect to any entry or other instruction, which was in fact transmitted or authorized by you, you will be obligated to us for the amount thereof, whether or not we complied with the Security Procedures and whether or not the entry was erroneous in any way or the error would have been detected had we complied with such procedures.

5. Processing ACH Entries

The types of ACH entries you may initiate will be limited to the ACH standard entry class (SEC) codes assigned based on the ACH entry types selected with the service. Except as provided below with respect to on-us and rejected entries, we will:

- process properly formatted entries conforming to the specifications in the Nacha rules;
- transmit the entries as an ODFI to any ACH operator we select; and
- settle for such entries as provided in the Nacha rules. Refer to Funding Obligations section, below.

Except for any rejected entries as provided below, an on-us entry received for credit or debit to a receiver's account at Old Glory Bank will be posted to that account on the date you request (the effective entry date), provided it complies with all the requirements of this agreement and is received by the applicable processing deadline. If such entry is received after the deadline, we will use reasonable efforts to credit or debit the receiver's account on the next business day after the effective entry date.

In our sole discretion, we may verify any entry by any method we choose, including but not limited to contacting you or your administrator to authenticate an entry, but we are under no obligation to do so. If we are unable to verify an entry, we may choose not to process or we may delay implementing any instructions if we are unable to obtain verification satisfactory to us.

6. Processing Schedule for ACH Entries

You may submit ACH entries by using the service 24-hours a day, 7 days a week; however, ACH entries will be processed only on business days and in accordance with the schedule below. ACH entries will not be processed on standard Federal Reserve holidays. Please refer to the Federal Reserve's website at www.FRBServices.org to view the current year's holiday schedule.

All ACH files must be submitted in the NACHA format. You should refer to the NACHA rulebook for specific formatting details: Nacha - Homepage | Nacha

ACH Standard Entry Codes (SEC) approved for your use, subject to any specific restrictions on the types of ACH entries that may be originated, which are identified by Old Glory Bank are as follows: PPD and CCD

ACH Cutoff Times (all times central)

ACH Debit and Credit (Next Day)	9:00 am; 1:00 pm, 3:00 pm; 4:30 pm. One banking day before the Effective Entry Date
ACH Debit and Credit (Same Day)	9:00 am; 1:00 pm, 2:00 pm. Same banking day

"Effective Entry Date" must be a Business Day, or the file will be processed on the first business day following the effective date.

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7. Errors and Ambiguities

You must ensure the accuracy of your entries and instructions. If an entry describes the recipient inconsistently by name and account number, payment may be made based solely on the account number you supplied, even if the account belongs to a person who is not the recipient. You are responsible for any loss associated with such inconsistency and your obligation to pay us the amount of the entry is not excused in such circumstances.

8. Reversal Requests

A request to reverse an ACH entry may be submitted to correct an erroneous or duplicate credit or debit entry previously initiated to a recipient's account. ACH reversals must be submitted within 5 banking days of the effective entry date. In our discretion, we may accept a late reversal request, however we are not required to accept a reversal request beyond 5 banking days of the effective entry date. Return of funds are not guaranteed.

ACH reversal requests are subject to the receiving depository financial institution's right to return the reversal. You must reimburse us for any expenses, losses or damages we may incur in implementing or attempting to implement any such request. Refer to the Nacha rules for specific obligations and instructions. You may submit ACH reversal requests by calling our Customer Service at 888-44OldGlory (888-446-5345).

9. Rejected Entries, Returned Entries, Notifications Of Changes

We may reject any entry that does not comply with any requirement of this agreement, the Nacha rules or any applicable law, including, without limitation, for any of the following reasons: (i) your failure to transmit entries of the type and manner prescribed by the agreement, the Nacha rules, or any related agreements; (ii) your failure to follow all applicable security procedures, or our inability to verify the authenticity of any entries or instructions; or (iii) your failure to comply with any of your funding obligations set forth in the Funding Obligations section (below), or your failure to have available, collected funds in your account in an amount equal to the credit entries you have submitted. Additionally, we may reject any on-us entry for any reason for which an entry may be returned under the Nacha rules. We will promptly notify you of any rejected entries, and such notice may be through the service or via other means. We will have no liability to you or any other person by reason of the rejection of any entry, unless such rejection is caused solely by our gross negligence, willful misconduct or criminal conduct.

We will promptly notify you through the service or via other means of any entries returned to us by the ACH operator. Except for entries you retransmit in accordance with the requirements of this agreement and the Nacha rules, we will have no obligation to retransmit a returned entry to the ACH operator, provided we complied with the agreement and the Nacha rules with respect to the original entry. You are responsible for correcting and resubmitting any rejected or returned entries, except we will do so if the rejection or return was caused by our error, provided sufficient data is available to us to effect such resubmission.

We will promptly notify you of notifications of changes (NOC, as defined in the Nacha rules) we receive related to your entries. In certain cases, we will make corrections pursuant to NOCs on your behalf, and when we do so, we will notify you via secure message through online banking. You will be contacted for other NOCs where corrections are not made by us, except for NOCs we refuse as provided in the Nacha rules, and you must correct any entry information required by such NOC prior to the initiation of the next such entry to the same recipient's account or within 6 business days of your receipt of the NOC information, whichever is later.

10. Daily Caps and Thresholds

Without limitation to applicable caps (limits) under our basic ACH Transfer Service (See Clause 1 on Page 10), and/or any other ACH limit that we may impose on your account(s) (including when qualifying and enrolling in our ACH Transfer Service), the maximum aggregate amount of ACH entries you may initiate in any rolling 3 business days is limited to collected and available balance. You may be required to provide credit, financials, and tax information to us when setting these limits. As previously stated above, we may establish and change at any time in our discretion your ACH daily/monthly caps (limits) on the dollar amount of ACH entries you may initiate, without notice to you, and we will have no liability to you or any other person if we reject or suspend processing any entries that would exceed such limits.

11. Payments Of Debits and Credits

We will debit the amount of each credit entry (a/k/a ACH Push) two business days prior to the effective date unless you have scheduled the credit entry for the next business date, then it is debited the day the credit entry was scheduled. We may place a hold upon the funds in your account in the amount of all credit entries (a/k/a ACH Pull) when we receive your file containing ACH credit entries in such number of days we determine from time to time. Subject to such holds, we will pay you the amount of each debit entry that we have originated on your behalf, and you must pay us the amount of each debit entry that is returned by the RDFI (regardless as to when it is returned), all at such times as we may determine, subject to applicable Nacha rules. We will pay you on the settlement date the amount of each returned credit entry. All of the foregoing types of payments will be made by our crediting or debiting, as appropriate, the account(s) you designate for use with ACH Transfer Services. Any credits to your account related to ACH Transfer Services will be subject to our normal policies concerning when deposited funds are available for withdrawal.

12. Representations and warranties

Each time you or any person you authorize transmits an entry to us, you represent and warrant to us and agree:

(i) the types of entries transmitted are limited to those standard entry class codes you and we have agreed to; (ii) each person shown as recipient has authorized the initiation of the entry and the crediting or debiting of its account in the amount shown and on the designated effective entry date; (iii) each entry is authorized as required by Nacha rules; (iv) you have performed your obligations under this agreement in accordance with all applicable law; (v) you make additional warranties to us, which are the same warranties we, as an ODFI, make under the Nacha rules, and (vi) all ACH transactions conducted through the service are being conducted by you, or by an authorized user or administrator on your behalf, and not on behalf of any other person or entity that has not enrolled in the service.

13. Indemnification

You agree to bear all liability for, and to indemnify and hold us harmless against fines, penalties or other liabilities relating to ACH services which may be imposed on us by anyone, including Nacha's national system of fines, and which are assessed due to your failure to comply with applicable law or the Nacha rules, and any losses or costs we may incur arising in connection with a breach of your representations and warranties. You further agree we may collect any such fines, penalties or other liabilities from you through our normal processes for collecting fees, by debiting any of your accounts with us or our affiliates, or by setting off such amounts against any amounts we may owe to you, in each case without notice to you.

14. Record Retention

You agree to retain data adequate to permit the remaking of entries for at least ten (10) days following the date of transmittal to us, and to provide such data to us upon request. You also agree to comply with all record retention requirements set forth in the Nacha rules including, without limitation, requirements relating to the retention of recipient authorization records and any source documents. We have the right to review any of your authorization records or source documents at any time, which you agree to provide to us promptly upon request.

15. Evidence of Authorization

You will obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. We reserve the right to perform a full audit of the Customer to ensure compliance with the agreement and NACHA rules.

16. Cooperation in loss recovery efforts

In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Agreement, we and you will

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undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

17. Third-Party Service Providers Or Third-Party Senders

You may not use the service to initiate ACH transactions on behalf of another entity or person unless you are initiating such transactions as an authorized user or administrator on behalf of an entity that has enrolled in the service.

18. Payment by Customer for entries

You will pay us the charges for the services provided for herein, as set forth on Page 18 below. Such charges do not include and you shall be responsible for payment of, any applicable 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 us and you with respect to the account with Old Glory Bank.

19. Account reconciliation

You agree to promptly notify us of any discrepancies between your records and the information shown in the periodic statements issued by us to you. You agree that you will notify us of any such discrepancy within ten (10) days of receipt of the periodic statement. If you fail to notify us within that time frame, you agree that we will not be liable for any other losses with respect to the Entries and any loss of interest.

20. Funding Obligations

It is your sole responsibility to ensure you have on deposit sufficient available funds (including, if required, collected) to cover all transactions and fees at the time they are presented for payment or are scheduled to be made, including (without limitation) ACH transactions. We may refuse to process any transaction if sufficient funds are not available in your account to fund the transaction, or sufficient funds are not available in your service charge account (account designated for billing of fees associated with the Service) to pay all fees. You agree to accept our procedures for calculating available and collected balances, and you acknowledge our records regarding the same will be deemed conclusive. Available funds may include funds available in any line of credit or other account or credit facility formally established with us for overdraft protection purposes, or pursuant to which we have otherwise agreed to make advances in connection with your accounts.

21. Non-Compliance ACH Fees

Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

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WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

Subject to below, we do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions **unless you ask us to** (see below):

- Everyday debit card transactions

Notwithstanding anything to the contrary, we pay overdrafts ONLY in our sole discretion, which means we do not guarantee that we will authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Old Glory Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **$30** each time we pay an overdraft.
- There is a maximum of 5 overdraft fees per day we can charge you for overdrawing your account.

What if I want Old Glory Bank to authorize and pay overdrafts on my everyday debit card transactions?

If you also want us to authorize and pay overdrafts on everyday debit card transactions, call 888-446-5345, visit Oldglorybank.com.

What if I want to Opt Out of having Old Glory Bank authorize and pay overdrafts on my everyday debit card transactions?

If you no longer wish to have Old Glory Bank authorize and pay overdrafts of everyday debit card transactions, call 888-446-5345.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful. Please note that we nave no night deposit facilities, other than at our Branch in Elmore City, OK. No ATM will accept a deposit.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Old Glory Bank only operates one (1) ATM, which is at the Branch at Elmore City, OK.

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YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Funds Availability Policy.* Our policy is to make funds available from your check deposits on the second (2nd) business day following the banking day of your deposit; however, the first $275 of your deposits will be available on the first business day. During this hold period, you may not withdraw these funds in cash (or otherwise remit them via any method, including Old Glory Pay) and we will not use the funds to pay checks you have written or pay your other transactions, including debit card purchases, ATM withdrawals, and ACHs. The length of the delay is counted in business days from the business day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00pm CT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00pm CT or on a day we are not open, we will consider that the deposit was made on the next business day.

The length of our other holds periods varies depending on the type of deposit, as explained below.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from the following deposits are available on the first (1st)

business day after the banking day of your deposit:

• U.S. Treasury checks that are payable to you.

• Wire transfers.

• Checks drawn on Old Glory Bank.

If you make the deposit **in person at our Elmore City Branch to one of our employees**, funds from the following deposits are also available on the first business day after the banking day of your deposit:

• State and local government checks that are payable to you.

• Cashier's, certified, and teller's checks that are payable to you.

• Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do *not* make your deposit in person to one of our employees at Old Glory Bank (for example, if you make a mobile deposit via our App), funds from these deposits will be available on the second (2nd) business day after the banking day we receive your deposit; however, the first (1st) $275 of your deposits will be available on the first (1st) business day after the banking day of your deposit.

Without limiting the foregoing, we have the sole discretion to make funds available earlier than this policy, on a non-precedential basis.

Once your funds are available, you can withdraw them in cash, send the funds via Old Glory Pay (subject to its terms and conditions), and we will use the funds to pay checks that you have written, plus pay your other transactions, including debit card purchases, ATM withdrawals, and ACHs.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If we hold your funds longer than the periods listed above, including for the "safeguard exceptions" listed below, we will send to you an e-mail the next business day (following the banking day of your deposit), as required by applicable law. However, on a non-precedential basis, we may send to you an e-mail each time you deposit a check with a summary of your hold period, even if not required by applicable law.

LONGER DELAYS MAY APPLY

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than $6,725 allocable to any one business day. You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the banking day of your deposit; however, exceptions apply.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. Please note, however, that most of the ATMs in our network do not accept deposits.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the banking day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the fifth (5th) business day after the banking day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) business day after the banking day of your deposit.

Funds from all other check deposits will be available on the fifth (5th) business day after the banking day of your deposit; however, we have the sole discretion to make funds available earlier than such day, on a non-precedential basis.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

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If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Old Glory Bank

PO Box 20550

Oklahoma City, OK 73156

888-446-5345

customerservice@oldglorybank.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

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SPECIFIC ACCOUNT DETAILS

LIBERTY SMALL BUSINESS CHECKING ACCOUNT

No Minimum Deposit to open the account – There is no minimum deposit to open this account.

Monthly Maintenance Fee – Beginning with the first day of the fourth monthly statement cycle from the statement cycle within which you opened this account, a monthly fee of $5.00 will be imposed every statement cycle if the average daily balance for the cycle falls below $500.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Transaction limitations:

No fee for the first 10 cleared checks, then $0.50 per check after first 10 checks.

Other Fees:

An excessive check fee of $0.50 will be charged for each cleared check in excess of 10 during a monthly cycle. This fee will apply if more than 10 checks are cleared through the account during the monthly cycle. This fee will not apply if 10 or fewer checks are cleared through the account during the monthly cycle.

A fee of $1.00 per Automated Clearing House ("ACH") payment will be charged for each ACH single file, unless you agree to participate in the monthly ACH program of $25.00 per statement cycle, for unlimited single file ACH payments. ACH batch files are not authorized for this account type. To send an ACH, you must first agree to the terms of Old Glory Bank's Electronic Funds Transfer Agreement.

A fee of $30.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

LIBERTY BUSINESS CHECKING ACCOUNT

Minimum Deposit to open the account - You must deposit $1,000.00 to open this account.

Monthly Maintenance Fee - Beginning with the first day of the fourth monthly statement cycle from the statement cycle within which you opened this account, a monthly fee of $10.00 will be imposed every monthly statement cycle if the average daily balance for the cycle falls below $2,500.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Transaction limitations:

No fee for the first 50 cleared checks, then $0.50 per check after first 50 checks.

Other Fees:

An excessive check fee of $0.50 will be charged for each cleared check in excess of 50 during a monthly cycle. This fee will apply if more than 50 checks are cleared through the account during the monthly cycle. This fee will not apply if 50 or fewer checks are cleared through the account during the monthly cycle.

A fee of $20.00 for an unlimited number Automated Clearing House ("ACH") payments (singe and batch files) will be charged per monthly statement cycle to send any ACH payments. To send an ACH, you must first agree to the terms of Old Glory Bank's Electronic Funds Transfer Agreement.

A fee of $30.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

LIBERTY PREMIUM BUSINESS CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes -** We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will receive the accrued interest.

Minimum Deposit to open the account - You must deposit at least $5,000.00 to open this account.

Monthly Maintenance Fee - Beginning with the first day of the fourth monthly statement cycle from the statement cycle within which you opened this account, a monthly fee of $20.00 will be imposed every monthly statement cycle if the average daily balance for the cycle falls below $10,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum average daily balance of $10,000.00 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Average daily balance computation method - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Other Fees:

An excessive check cleared fee of $0.50 will be charged for each check cleared in excess of 250 during a monthly cycle.

A monthly fee of $15.00 for an unlimited number Automated Clearing House ("ACH") payments (singe and batch files) will be charged per monthly statement cycle to send any ACH payments. To send an ACH, you must first agree to the terms of Old Glory Bank's Electronic Funds Transfer Agreement.

A fee of $30.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

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LIBERTY BUSINESS SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes -** We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will receive the accrued interest.

Minimum Deposit to open the account - You must deposit at least $500.00 to open this account.

Monthly Maintenance Fee - Beginning with the first day of the fourth monthly statement cycle from the statement cycle within which you opened this account, a monthly fee of $5.00 will be imposed every monthly statement cycle if the average daily balance for the cycle falls below $1,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum average daily balance of $1,000 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Average daily balance computation method - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Other Fees:

An excessive withdrawal fee of $5.00 will be charged for each withdrawal in excess of 10 during a monthly statement cycle.

A fee of $30.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

OLD GLORY TRUST CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Opt-Out of Interest - Notwithstanding anything to the contrary, you may opt out of earning interest on this Old Glory Trust Checking Account by providing written notice to us requesting same.

Determination of rate - At our discretion, we may change the interest rate on your account.

The variable rate will only apply when the average balance is $2,500.00 or more.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will receive the accrued interest.

Minimum Deposit to open the account - You must deposit at least $1,000.00 to open this account.

Monthly Maintenance Fee - Beginning with the first day of the fourth monthly statement cycle from the statement cycle within which you opened this account, a monthly fee of $7.50 will be imposed every monthly statement cycle if the average daily balance for the cycle falls below $2,500.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum average daily balance of $2.500 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Average daily balance computation method - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Other Fees:

One-Time Account set-up fee of $75.00 will be charged upon opening this Trust Checking Account.

An excessive check cleared fee of $0.50 will be charged for each check cleared in excess of 25 during a monthly statement cycle.

A fee of $20.00 for an unlimited number Automated Clearing House ("ACH") payments (singe and batch files) will be charged per monthly statement cycle to send any ACH payments. To send an ACH, you must first agree to the terms of Old Glory Bank's Electronic Funds Transfer Agreement.

A fee of $30.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

VICTORY CHECKING ACCOUNT

Qualification – Only "political organizations" as defined under IRC Section 527(e)(1) may open and maintain a Victory Checking Account.

Minimum Deposit to open the account – There is no minimum deposit to open this account.

Monthly Maintenance Fee – A monthly fee of $15.00 will be imposed every monthly statement cycle.

Transaction limitations:

No fee for checks.

Other Fees:

A fee of $0.15 per Automated Clearing House ("ACH") payment will be charged for each ACH single file. To send an ACH, you must first agree to the terms of Old Glory Bank's Electronic Funds Transfer Agreement.

A fee of $10.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

Representations and Warranties Related to Trust Accounts, Political Organizations, and ERISA. You acknowledge that inclusion of any account at Old Glory Bank which is designated as a trust account, escrow account, "for the benefit of" account, political organization account (including, without limitation, a campaign committee account for a candidate for federal, state, or local office or a political action account) or account of similar designation, may result in access to such account (including use of the funds and access to information related to the beneficiaries of such account) by any user entitled to access the account within the applicable service. You represent and warrant that this inclusion is not prohibited by any agreement applicable to the account or the funds therein, and does not violate any applicable law or any fiduciary or other duty that you may have with respect to the account. You assume all risks associated with including this type of account, and you shall indemnify and hold Old Glory Bank harmless from any claims, judgments, damages, costs,

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liabilities, interests, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly or indirectly from including this type of account in our service. You further represent and warrant that if any account that is subject to the Employee Retirement Income Security Act of 1974 ("ERISA) is included as an account at Old Glory Bank, you shall indemnify and hold Old Glory Bank harmless from any liability for any loss of ERISA funds as a result of such inclusion.

DIGITAL FUTURE CRYPTO ACCOUNT

Qualification – Only for crypto/ NFT related companies, including Money Service Businesses (MSBs). Examples include companies that allow their customers to buy, sell, or trade cryptocurrencies, stablecoins, memecoins, non-fungible tokens (NFTs), and physical crypto, via Crypto exchanges, coin minting companies, coin trading companies, and similar business lines.

Application Fee – Customer must pay in advance an application fee of $250.00 to start the process to open a Digital Future Crypto Account. Such fee is not refundable, even if an account is not opened for any reason.

Minimum Deposit to open such account – You must deposit at least $5,000.00 to open a Digital Future Crypto Account.

Monthly Maintenance Fee – A monthly fee of $200.00 will be imposed every monthly statement cycle, for the "primary" Digital Future Crypto Account. Additional Digital Future Crypto Accounts that are part of the same controlled group will have a monthly fee of $0.00 per statement cycle.

Annual Certification Fee – Without limitation to any other rights of Old Glory Bank, an annual fee of $1,500.00 will be assessed if customer does not complete Old Glory Bank's annual certification by each applicable deadline (which is generally the anniversary of the primary account opening date).

Monthly ACH and Positive Pay Fee – A monthly fee of $100.00 will be imposed every monthly statement cycle, for the "primary" Digital Future Crypto Account. Such account ACH application and Positive Pay enrollment must be completed within 30 calendar days of the primary Digital Future Crypto Account opening.

Transaction limitations:

An excessive check cleared fee of $0.50 will be charged for each check cleared in excess of 250 during a monthly cycle.

Other Fees:

A monthly fee of $15.00 for an unlimited number Automated Clearing House ("ACH") payments (singe and batch files) will be charged per monthly statement cycle to send any ACH payments. To send an ACH, you must first agree to the terms of Old Glory Bank's Electronic Funds Transfer Agreement.

A fee of $30.00 per Wire transaction for outbound domestic wire transfers and $50.00 for international outbound wire transfers. There is No fee for inbound wires.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

Representations and Warranties Related to Digital Future Crypto Accounts. You acknowledge that your business has made and maintained all required federal and state filings to operate your business as intended, including (without limitation) filing as an MSB with FINCEN and/or any other necessary state money transmitter licenses, unless providing to Old Glory Bank a reasoned Legal Opinion. You covenant agree that neither you nor anyone acting on your behalf will use the name or logo of Old Glory Bank in any marketing or promotion (including social media) without Od Glory Bank's prior written approval. You represent, warrant, and covenant that if you or any affiliate holds funds of your customers, it maintains on hand sufficient assets (reserves) to fulfill withdrawal requests and to cover all customer deposits. You represent, warrant, and covenant that if you or any affiliate issues a stablecoin, such issuance shall be in compliance with the GENIUS Act, plus regulations promulgated thereunder, when in effect. Until the GENIUS Act and regulations are in effect, such company shall hold a reserve of fiat currency (e.g., US Dollars) in a secure bank account at a US FDIC insured bank, ensuring that for every stablecoin issued, there is an equivalent amount of fiat currency held in reserve, effectively maintaining a 1:1 ratio as necessary to stabilize the value of the stablecoin. You agree that upon written notice by Old Glory Bank from time to time, you will promptly provide such information and certifications as requested to verify any of the preceding commitments and/or as otherwise may be reasonably requested by Old Glory Bank or its regulators. Old Glory Bank does not currently provide custodian services for digital currency keys or tokens.

SNS GAMING ACCOUNT

Qualification – Only for Gaming Services Operators ("GSO"), which means any person that offers, facilitates, manages, or otherwise engages in taking or processing Bets or Wages, whether online or in-person, including (without limitation) the following: (i) Casinos, including land-based and an Internet Gambling Business,(ii) Lottery gaming providers, including those offering prize-linked contests or promotional games, and/or (iii) any other Person that otherwise knowingly transmits a Bet or Wager. No person may participate in any "Restricted Transaction," which is defined in 31 USC 5361 et al, and the regulations promulgated thereunder, including Regulation GG, the PROHIBITION ON FUNDING OF UNLAWFUL INTERNET GAMBLING (the "Act").

Application Fee – Customer must pay in advance an application fee of $250.00 to start the process to open SNS Gaming account. Such fee is not refundable, even if an account is not opened for any reason.

Minimum Deposit to open such account – You must deposit at least $5,000.00 to open an SNS Gaming account.

Monthly Maintenance Fee – A monthly fee of $200.00 will be imposed every monthly statement cycle, for the "primary" SNS Gaming account. Additional SNS Gaming accounts that are part of the same controlled group will have a monthly fee of $0.00 per statement cycle, for up to four (4) accounts. For customer relationships with more than 4 SNS Gaming accounts, $50 per month per incremental account thereafter. Such monthly Fee(s) for any statement cycle will be waived with a total average relationship balance of more than $100,000 for the previous statement cycle.

Monthly ACH and Positive Pay Fee – A monthly fee of $100.00 will be imposed every monthly statement cycle, for the "primary" SNS Gaming account. Such account ACH application and Positive Pay enrollment must be completed within 30 calendar days of the primary SNS Gaming Account opening.

Annual Certification Fee – $175 annually for review of customer annual certification, for up to 4 SNS Gaming accounts. For customer relationships with more than 4 SNS Gaming accounts, $35 annual review fee per incremental account thereafter.

Annual Review Fee(s) waved with total relationship average monthly balance of more than $100,000 for the prior 12 consecutive months.

Contingent Fees - $500 monthly risk fee for each month in which Client is not in compliance with these Terms and Conditions, including Client's failure to complete an annual audit/certification within 45 days of request, without limitation to Old Glory Bank's other rights and remedies. Inter alia, Old Glory Bank may terminate Client relationship if there are at least 4 months of non-compliance in any 12-month period.

Transaction limitations:

An excessive check cleared fee of $0.50 will be charged for each check cleared in excess of 250 during a monthly cycle.

Other Fees:

$25 per inbound domestic wire.

$45 per outbound domestic wire.

$60 per inbound and outbound international wire.

Non-Compliance ACH Fees – Without waiving or limiting any rights or remedies we may have, we may impose a monthly fee of up to $500 if you participate in our ACH program, but you are in material non-compliance of our ACH Program, as set forth in these Terms and Conditions and/or your Electronic Funds Transfer Agreement. We will first provide you written notice of such material non-compliance and provide to you 21 calendar days to materially cure same. If you fail to timely cure same, then we may impose this fee (up to $500) per 30-day period (or pro-rata portion thereof) for each 30-day period in which you do not materially comply, without limiting any of our other rights or remedies (e.g., terminating your participation in our ACH Program). For purposes of example only, a material non-compliance of our ACH Program would include your failure to complete an audit/certification within 45 days of our written request.

Representations and Warranties Related to SNS Gaming Accounts. No GSO shall obtain an SNS Gaming Account (or other account at Old Glory Bank) until such GSO provides such written commitment to Old Glory Bank as required by Section 233.6(b)(2)(ii)(B)(1)(ii) of Regulation GG, plus all other commitments required under the Act, other applicable law, and the Bank. Without limitation to the preceding, you acknowledge that your business has made and maintained all required federal and state licenses to operate your business as intended, unless providing to Old Glory Bank a Reasoned Legal Opinion, as more fully described in the Act. You covenant agree that neither you nor anyone acting on your behalf will use the name or logo of Old Glory Bank in any marketing or promotion (including social media) without Od Glory Bank's prior written approval. You represent, warrant, and covenant

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that if you or any affiliate holds funds of your customers, it maintains on hand sufficient assets (reserves) to fulfill withdrawal requests and to cover all customer deposits.

PREFERRED PRICING WITH JOINT MARKETING RELATIONSHIPS

From time to time, we may enter into joint marketing relationship with various third parties. Examples may include the NRA, AMAC, C2A, etc If you are a customer of Old Glory Bank, and a customer/member of one of these third party marketing nonaffiliates, you may receive preferred pricing with regard to our fees and charges set forth below and herein. Information about this preferred price will be in the materials submitted in connection with such arrangement, but if you believe you should be receiving this preferred price, but you haven't, please call our customer service at 888-446-5345. To the extent such preferred price applies, such preferred pricing will supersede the amounts set forth below and otherwise herein. Such preferred pricing may change or terminate at any time, including (without limitation) upon the termination of our arrangement with such third party non-affiliate; however, we will first provide to you at least 30 days written notice.

DORMANT ACCOUNT FEE

Old Glory Bank is subject to escheatment rules in various states. In Oklahoma, which is the law we believe applies to all of our customers, regardless of state of residence, the provisions at 60 OK Stat § 651, ***et seq***, provide that you will be deemed to have abandoned your account after 5 years, unless you have used your account or indicated your intent otherwise. If you are subject to a different state law, this period could be even shorter. If you are legally deemed to have abandoned your account, we are required to send your money to the applicable state. We NEVER want to do this. Thus, to avoid this occurrence, we will charge you a dormancy fee of $20 per billing statement **if *after* 24 months**, you have not used your account for any type of transaction or otherwise indicated your intent regarding your property. If you have less than $20 in your account, our dormancy fee will not exceed the amount of your balance.

PLEASE avoid this situation by using your account at least once every 2 years. This can be as simple as transferring money from one OGB account to another (e.g., savings to checking), using your Debit card, or merely logging in and checking your balance. Under 60 OK Stat § 652(3), Old Glory Bank takes the legal position that by you intentionally logging in and checking your balance, you have "indicated an interest in the property" held at Old Glory Bank, which login authentication is maintained within our books and records as indication by you of your intent to not abandon your property.

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SUMMARY SCHEDULE OF FEES AND CHARGES[1]
FEES LISTED MAY NOT APPLY TO ALL ACCOUNT TYPES

ATM Transactions at In-Network ATM ..... No fee
*To locate an In-Network ATM, refer to MoneyPass via the Old Glory Bank App & Website!
ATM Account Inquiry at Out-of-Network ATM ..... $1.00 per inquiry
ATM Withdrawals at Out-of-Network ATM ..... $3.50 per transaction
Debit Card Replacement Fee ..... $10.00 per debit card
(One free debit card replacement per year allowed per customer)
Expedited delivery fee ..... $45.00 per card
Non-Sufficient, Overdraft Funds (NSF) Fee ..... $30.00 per item
Re-Cleared Non-Sufficient Funds (NSF), Overdraft Fee ..... $30.00 per item
Returned Non-Sufficient Funds (NSF), Overdraft Fee ..... $30.00 per item
Stop Payment Fee for ACH, Wire, or Check ..... $30.00 per item
Wire Transfer Fee
Incoming (Domestic) ..... No Fee
Outgoing (Domestic), excluding Victory Checking and SNS Gaming Accounts ..... $30.00 per item
Outgoing (Domestic), for Victory Checking and SNS Gaming Accounts ..... $10.00 per item
Incoming (International) excluding SNS Gaming Accounts ..... No Fee
Outgoing (International) excluding SNS Gaming Accounts ..... $50.00 per item
Incoming (Domestic) for SNS Gaming Accounts ..... $25.00 per item
Outgoing (Domestic) for SNS Gaming Accounts ..... $45.00 per item
Incoming and Outgoing (International) for SNS Gaming Accounts ..... $60.00 per item
International ATM & Debit Card Conversion Fee ..... 2.5% of transaction amount
Bill Pay Fees
Service Request ..... $10.00 per request
Claims, Late Fees, Unable to Locate, Pay Not Posted, Outstanding Check, Archive Retrieval, Request, etc.
ACH Processing Fees
Basic ACH Transfer Service for all Account Types (excluding Savings, SNS Gaming, and Digital Future Crypto Accounts) (single files only – no Batch files) $1.00 per ACH
Liberty Small Business Checking (single file only) ..... $1.00 per ACH
or ..... $25.00 per month
Liberty Business Checking (single or batch file) ..... $20.00 per month
Liberty Premium Business Checking (single or batch file) ..... $15.00 per month
Victory Checking (single file only) ..... $0.15 per ACH
Victory Checking (single file only) ..... $0.15 per ACH
SNS Gaming (includes Positive Pay) ..... $100.00 per month
Digital Future Crypto Account (includes Positive Pay) ..... $100.00 per month
NOC (Notification of Change) ..... $3.00 per occurrence
ACH Returns ..... $3.00 per occurrence
Same Day ACH ..... $20.00 per occurrence

Charge Back Fee (Returned Deposited Item) ..... $30.00 per item
Paper Checks Processed ..... $0.50 per item over limit
Different accounts have different levels of check fees. Please see table, below
**Old Glory Bank offers Bill Pay for free!*
Garnishments & Levy Processing Fee ..... $25.00 per item
Dormant Account Fee (*excluding* Trust Checking Accounts) ..... $20.00 per statement cycle
After 730 days of inactivity
Account Reconciliation Fee (1-hour minimum) ..... $50.00 per hour
Bank Statement Received via U.S. Mail ..... $10.00 per account, per month
*Old Glory Bank offers e-statements for free!
Collection Item Processing
Incoming ..... $25.00 per item
Outgoing ..... $25.00 per item

Account Dormancy Fee after 24 months of no Indication ..... $20.00 per month

Please refer to our Terms and Conditions Disclosure for additional information.

[1] Monthly and annual maintenance and certification and delinquent fees and ACH non-compliance fees may also apply as set forth herein.

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INTEREST RATE FOR YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see www.oldglorybank.com or your periodic statement.

☐ **LIBERTY BUSINESS CHECKING ACCOUNT**

☐ **LIBERTY PREMIUM BUSINESS CHECKING ACCOUNT***

The interest rate for your account is _____% with an annual percentage yield of _____%.

☐ **LIBERTY BUSINESS SAVINGS ACCOUNT***

The interest rate for your account is _____% with an annual percentage yield of _____%.

☐ **OLD GLORY TRUST CHECKING ACCOUNT***

The interest rate for your account is _____% with an annual percentage yield of _____%.

☐ **OLD GLORY VICTORY CHECKING ACCOUNT**

☐ **OLD GLORY DIGITAL FUTURE CRYPTO ACCOUNT**

☐ **SNS GAMING ACCOUNT**

***See website at www.oldglorybank.com for current interest rate and APY**

[*Continued on the next page.*]

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SUMMARY OF ACCOUNT TYPE

Product	Application, Maintenance, and Set-Up Fees	Overdrafts*	Transaction Fees	Interest**	Wire Fee	ACHs	Non-Compliance and Contingent ACH Fees
Liberty Small Business Checking	$0 or $5 Monthly Fee (no fee with $500 Minimum average daily balance)	$25 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for first 10 cleared checks per monthly Statement, then $0.50 per paper check.	N/A	Inbound is Free. Domestic Outbound is $30. International Outbound is $50.	$1 per ACH, or unlimited ACHs (single files only) for $25 Monthly Fee	See Specific Account Details
Liberty Business Checking	$0 or $10 Monthly Fee (no fee with $2,500 Minimum average daily balance)	$250 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for first 50 cleared checks per monthly Statement, then $0.50 per paper check.	N/A	Inbound is Free. Domestic Outbound is $30. International Outbound is $50.	Unlimited ACHs (single and batch files) for $20 Monthly Fee.	See Specific Account Details
Liberty Premium Business Checking	$0 or $20 Monthly Fee (no fee with $10,000 Minimum average daily balance)	$500 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for first 250 cleared checks per monthly Statement, then $0.50 per paper check.	Yes. See website for current rate.	Inbound is Free. Domestic Outbound is $30. International Outbound is $50.	Unlimited ACHs (single and batch files) for $15 Monthly Fee.	See Specific Account Details
Liberty Business Savings	$0 or $5 Monthly Fee (no fee with $1,000 Minimum average daily balance)	N/A	No fee for the first 10 withdrawals per monthly statement, than $5 per transaction	Yes. See website for current rate.	Inbound is Free. Domestic Outbound is $30. International Outbound is $50.	N/A	See Specific Account Details
Old Glory Trust Checking	$0 or $7.50 Monthly Fee (no fee with $2,500 Minimum average daily balance), $75 Set Up Fee	$250 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for first 25 cleared checks per monthly statement, then $0.50 per paper check.	Yes. See website for current rate.	Inbound is Free. Domestic Outbound is $30. International Outbound is $50.	N/A	See Specific Account Details
Victory Checking	$15.00 Monthly Fee	$25 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for cleared checks.	N/A	Inbound is Free. Domestic Outbound is $10. International Outbound is $50.	$0.15 per ACH.	See Specific Account Details
Digital Future Crypto	$250 Non-Refundable Application Fee; $200.00 Monthly Fee. $100 ACH & Positive Pay fee	$25 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for first 250 cleared checks per monthly Statement, then $0.50 per paper check.	N/A	Inbound is Free. Domestic Outbound is $30. International Outbound is $50.	See Application and Maintenance Fees.	$500.00 monthly assessment fee if not in compliance, including failure to timely complete an audit/ certification.
SNS Gaming Account	$250 Non-Refundable Application Fee; $200.00 Monthly Fee. $100 ACH & Positive Pay fee; Annual Review fee of $175.00. Monthly and Annual fee waived with $100,000 average relationship balance for the month and year, respectively.	$25 overdraft limit. $30 Overdraft fee for a maximum of 5 items per day. No fee for items under $10.	No Fee for first 250 cleared checks per monthly Statement, then $0.50 per paper check.	N/A	Domestic Inbound is $25. Domestic Outbound is $45. International Inbound and Outbound is $60.	See Application and Maintenance Fees.	

*Business Overdraft Protection includes linking a Liberty Business Savings Account to your checking account for initial transfers to cover overdrafts, then the Business Overdraft Protection amount will be available for transactions if the account is in good stating. **Subject to change. See oldglorybank.com for current APY. Fees may reduce earnings on accounts. ***Basic ACH Transfer Service is $1.00 per entry (single file)

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BUSINESS ONLINE BANKING AGREEMENT

Effective July 2023

This Business Online Banking Agreement (this "Agreement") describes the terms and conditions under which Old Glory Bank (the "Bank" and also referred to as "us", "we" or "our" as the context may require) will provide to you, a business customer of the Bank ("Customer" or "Company" and also referred to as "you" or "your" as the context may require), access to our online electronic banking platform ("Business Online Banking"), through which you may access and use some or all of the services described under the section heading "Business Online Banking Services" (collectively, the "Services"). By accessing and using any of the Services through Business Online Banking, directly or through any person or entity authorized or otherwise permitted to act on your behalf, you accept the terms and conditions of this Agreement. This Agreement shall be effective when agreed upon in writing by both parties.

The Services, as well as the terms of the accounts that you maintain with the Bank in connection with the Services, are also governed by one or more Account Agreements (as such term is defined below). In the event of any conflict between the terms of this Agreement and any Account Agreement, the terms of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

DEFINITIONS

In addition to the capitalized terms that are defined above or elsewhere in this Agreement, the following capitalized terms shall have the respective meanings indicated below whenever used in this Agreement.

"Account(s)" means any Deposit Account(s) or Credit Account(s) that you may maintain with us at any time and from time to time that is used in connection with the Services.

"Account Agreement(s)" means the account agreement(s) between Customer and the Bank that govern the Account(s) that you may maintain with us at any time and from time to time, including without limitation all applicable deposit or credit account agreements, services fee schedules, Payment Order Agreement, and any other agreements, disclosures and other documents issued by Bank and governing Customer's deposit or credit relationship with the Bank, each as amended and in effect at any time and from time to time from and after the date of this Agreement.

"ACH" means automated clearing house.

"Administrator" means any officer or employee of Customer or other person acting on behalf of Customer that Customer designates as being an authorized representative of Customer or as authorized to act on Customer's behalf with respect to Customer's access and use of Business Online Banking.

"Authentication Devices" means collectively any and all security, biometric, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, one-time passcodes, electronic identities or signatures, encryption keys and/or individual passwords, as may be associated with or necessary for Customer's access to and use of any Services from time to time.

“Authorized Representative” means, with respect to any Account, any person who is authorized to act on behalf of Customer with respect to such Account under the Resolution for Business Accounts applicable to such Account or who is otherwise listed as an authorized signer with respect to such Account.

“Authorized User” means any Administrator and any other person any Administrator designates as being authorized to access and/or use on your behalf any of the Services that are made available to you through Business Online Banking.

“Bill Payment Account” means any business checking Account (except any money market Account) that you have designated for your use in accessing the Bill Payment Service under this Agreement.

“Business Day” means any day that the Bank is open for business. Generally, Monday through Friday are considered business days and Saturdays, Sundays and holidays are excluded; provided, however, that Saturday is considered a Business Day for purposes of your transferring funds between any Online Accounts.

“Company ID” or “Customer ID” means the unique identifier and secret Password that we will assign to Customer for use in accessing Business Online Banking.

“Computer” means a computer, all software and necessary telephone lines, Internet or other connections and equipment needed to access Business Online Banking and includes without limitation any mobile device used by an Authorized User to access any Mobile Services that may be included among the Services.

“Credit Account” means any line of credit, term loan or commercial or investment mortgage that Customer maintains with Bank that was established primarily for business, commercial or non-consumer purposes.

“Deposit Account” means any checking, money market or savings Account, certificate of deposit or other deposit Account that Customer may have with Bank that was established primarily for business, commercial or non-consumer purposes.

“Due Date” is the date reflected on any billing statement for which your payment is due; it is not the late date or grace period.

“EFTPS” means Electronic Federal Tax Payment System.

“Email” means electronic mail.

“Entry” means the instructions provided by you to us to execute an ACH transaction.

“IDs” means each of the unique identifiers and secret Passwords assigned by us to the Company and to an Administrator and that such Administrator assigns to any additional Administrators and/or other Authorized Users. To access and use any of the Services through Business Online Banking, both the Company ID and a User ID are required.

“Mobile App” means our Business Mobile Banking Application designed for installation on mobile devices.

“Mobile Services” means the Business Mobile Banking Services that we may make available by means of our Mobile App.

“OFAC” means the Office of Foreign Asset Control.

“One Time Passcode” or “OTP” means a personal digital password used as an Authentication Device for certain transactions conducted through the Services.

“Online Account” means any Account for which you are an owner, account holder or have withdrawal rights and that is included in your Online Service profile for use in connection with some or all the Services that are made available to you through Business Online Banking. You may have Accounts that are not included in your Online Service profile or that are included in your Online Service profile but are not eligible for use in connection with some of the Services that are made available to you through Business Online Banking based on account type or designation.

“Password” means an Authentication Device consisting of the Bank-provided code we send to you for an Administrator to use for your initial sign-on to Business Online Banking, and the additional codes selected by your Administrator(s) and any other Authorized Users after the initial sign-on process has been completed.

“Payee” means any third party to which you instruct us to issue a payment.

“Payment Instructions” means the information approved by you for a bill payment to be made by us to a Payee on your behalf (e.g., Payee name, address, telephone number, account number, the amount).

“Scheduled Payment Date” means the Business Day on which you authorize the Bill Payment Service to issue a bill payment on your behalf, or if the Scheduled Payment Date is not a Business Day, then the next Business Day.

“Security Token” means a personal digital password device or application used as an Authentication Device for certain transactions conducted through the Services. “User ID” means the unique identifier used by each Administrator and any other Authorized User to access and use any of the Services through Business Online Banking.

CERTIFICATION

By accessing or using any of the Services, you hereby certify that this Agreement has been duly adopted and approved by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this Agreement will contravene any such law or instrument. You hereby further certify that no further approval by you or any third party is required to authorize this Agreement, or any action taken under this Agreement, and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms.

ACTIONS OF AUTHORIZED REPRESENTATIVES

In adding or deleting any Account for inclusion as an Online Account and in making any changes in the use of any Online Account in connection with the Services that are made available to you through Business Online Banking, we may act on the oral, written or electronic instructions of any Authorized Representative for such Account. It is your responsibility to notify us of any changes in your Authorized Representatives with respect to any Online Account.

RESPONSIBILITIES OF ACCOUNT OWNERS

Each person who is listed as an owner of any Online Account, including all joint owners of any Online Account that is a personal Account, will be liable for all transactions that are made on such Online Account by any other owner of the Account. Any notices that we may send to the address, mail or Email, shown in our records for any one owner of an Account will be binding on all other owners, if any, of such Account.

REGISTRATION FOR SERVICES

To register for the Services, you must first complete an application and any other related forms or schedules that we may require from time to time. You can request a copy of this Agreement, the application and other related

forms and schedules from us. You may at any time change the Services for which you have registered by completing and returning to us the appropriate forms, schedules or any other documents that we may require from time to time. Your completed application, forms, schedules and other required documents must be reviewed and approved by us. We reserve the right to reject your application, forms, schedules and other required documents or to refuse your access to or use of the Services for any reason and at our sole discretion.

You must designate at least one Online Account for use with the Services. You must maintain at least one Online Account for as long as this Agreement is in effect. We reserve the right to remove any Online Account for use with the Services at any time and for any reason that we deem necessary or appropriate.

AVAILABILITY OF SERVICES

The Services will be accessible 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods or interruption or delay due to causes beyond our control. We shall not be liable under this Agreement for failure to provide access.

ACCESS TO SERVICES

To access or use the Services, you will need to satisfy the following requirements:

(a) **Customer ID and User IDs**. You may access the Services from our website located at www.oldglorybank.com or any website that we may designate from time to time using the appropriate credentials.

There is one Customer ID (known to only the Administrator(s) and any other Authorized User).

You must designate at least one Administrator who shall select a User ID to access and use any of the Services through Business Online Banking.

Any Administrator may designate one or more additional Administrators. Any additional Administrator shall also select a User ID to access and use any of the Services through Business Online Banking.

Any Administrator may designate one or more additional Authorized Users to access and use any of the Services through Business Online Banking.

Each additional Authorized User shall select a User ID to access and use any of the Services through Business Online Banking.

To access an Account, at least three forms of information generally must be entered. Every Authorized User must enter the Customer ID along with their User ID and individual Password.

An Administrator may change their Password at any time and from time to time at the Administrator's discretion. You acknowledge that any Administrator may, and you authorize your Administrator(s) to, change any Password or otherwise deactivate any User ID of any other Authorized User at any time and from time to time and in their sole discretion. We own all IDs and Security Tokens. You may not transfer them to any other person or entity. You must discontinue use of all IDs and Security Tokens on our demand and otherwise on termination of this Agreement. If this Agreement is terminated for any reason, all Authentication Devices will be deactivated. No Authentication Device may be used after termination of your access to the Services.

Customer acknowledges and agrees that the Authentication Devices and other security procedures applicable to Customer's use of the Services and set forth in this Agreement and Account Agreements are a commercially reasonable method for the purpose of verifying whether any payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any security procedures required or recommended by Bank is at Customer's risk and that any loss resulting in whole

or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Authentication Devices are not intended and that it is commercially reasonable that the Authentication Devices are not intended to detect any errors relating to or arising out of a payment, transfer or any other use of the Services. We require that you take necessary precautions to manage the distribution, confidentiality and use of all IDs, Security Tokens and OTPs. Please see the Confidentiality and Security section of this Agreement.

(b) **Computer Requirements**. You will need to provide at your own expense the Computer required for the use of the Services and an Email address. You are responsible for the installation, maintenance and operation of the Computer and all related charges. We are not responsible for any losses, damages, injuries, errors or failures caused by any malfunction of the Computer or any Computer virus or other problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

(c) **Online Account Funds**. You agree to maintain sufficient available funds in your Online Account(s) in connection with your access to and use of the Services. Regardless of whether you have a line of credit attached to any Online Account, you agree that we may, but are not required to, issue a bill payment, transfer funds or perform another Service even if such action causes one or more of your Online Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from any Online Account that you maintain in connection with any of the Services or any other deposit account you maintain with us, if necessary. If we are unable to complete a bill payment or transfer or perform any other Service for any reason associated with your Online Account(s), the bill payment, transfer or other Service may not be completed and we may not notify you, unless we are required to do so by applicable law; provided, however, that we will not be liable to you or any third party if we choose to issue a bill payment or transfer funds or perform any other Service.

When you ask us to issue a bill payment, to transfer funds or to perform any other Service, you represent that you have sufficient available funds in your Online Account(s) or available credit, as applicable, to cover the amount of the bill payment, transfer of funds or such other Service.

ADMINISTRATORS AND AUTHORIZED USERS

You must designate at least one Administrator. You are solely responsible for designating your Administrator(s). You must provide us with certified copies of resolutions from your governing body, as applicable, and any other certificate or documentation specifying the name of the person who is authorized to designate your Administrator(s) from time to time that is acceptable to us.

Your Administrator(s) may designate additional Administrators. Your Administrator(s) may designate one or more additional Authorized User(s) and establish the scope of their access to and use of any of the Services. You accept as your sole responsibility the designation of any additional Administrators by any Administrator and any additional Authorized Users by your Administrator(s). You understand that your Administrator(s) will control, and you authorize your Administrator(s) to control, access to Business Online Banking and use of the Services. You acknowledge and agree that your Administrator(s) will possess the authority to add, change or terminate your Authorized User(s) at any time and from time to time and in their sole discretion.

You will require all Authorized Users to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully responsible for the failure of any Authorized User to so comply. You are responsible for any bill payment, transfer of funds or use of any other Service and any and all charges incurred by any Authorized User, even if the authorization you have established for any Authorized User is exceeded in connection with any such bill payment, transfer of funds or use of other Service.

Whenever any Authorized User leaves your employ or you otherwise revoke the authority of any Authorized User to access or use any of the Services, you must notify an Administrator immediately and such Administrator is solely responsible for deactivating such Authorized User's User ID and any Authentication Device. You remain fully responsible for all use of any former Authorized User's User ID and Authentication Device, and any Services utilized by any such former Authorized User.

YOU MAY DESIGNATE OTHER ACCOUNTS AS AN ONLINE ACCOUNT FOR USE WITH THE SERVICES.

You may designate any authorized Account as an Online Account for use with the Services. Except as specifically approved by the Bank, all Online Accounts must have the same account title and taxpayer identification number and will be subject to all other conditions and limitations set forth in this Agreement, and each such Online Account will be further subject to any other agreements or requirements, including without limitation any loan documents, which may apply to such Online Account. We maintain at our sole discretion the right to deem any Account ineligible to serve as an Online Account for the purposes of this Agreement or to deny any request for a Service.

You may at any time request to change any Online Account you have designated for use with any Service for which you have registered by completing and returning to us the appropriate forms and schedules that we may require for such purpose. You may obtain a copy of these forms and schedules by contacting us via one of the means listed in the Contact Us section of this Agreement.

INELIGIBLE ACCOUNTS

We maintain at our sole discretion the right to deem any Account ineligible to serve as an Online Account for purposes of this Agreement or to deny any request for a Service.

COMMUNICATIONS

You agree that we may send notices and other communications to the current address, by mail or Email, shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

If you use our Alerts feature, we may send account information to the Email address(es) you or any Authorized User may designate. If you use our Alerts feature by designating a telephone number, we may send Account information to that device. Sensitive information such as account numbers will be only partially shown or masked. Other than Alerts and verification Emails, we will not send to you, and we strongly suggest that you do not send to us, any confidential information about your Accounts via the public internet as it may not be secure.

DEBITING YOUR ONLINE ACCOUNTS

You authorize us to, and we may in our sole discretion, charge and automatically deduct from your Online Accounts the amount of a transfer or other Service on or after the date on which we execute the transfer or other Service, and the amount of a bill payment and fees and other amounts incurred with the Services on or after the date we issue the payment or the date on which such fees or other amounts are due. Service fees are disclosed in the applicable fee schedule, as amended, a copy of which was provided to you when you opened your Account, and are in addition to account and other fees.

You are responsible for all charges incurred in connection with your accessing and using the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and conduct your business and all charges incurred in connection with or related to the use of the Computer,

such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to the Services.

SETOFF

The Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately and without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at or evidenced by any certificate of deposit issued by Bank. If any of Customer's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

BUSINESS ONLINE BANKING SERVICES

By accessing the Services, you can perform any or all of the Services described below for which you have registered, and we have approved, subject to the limitations set forth in or otherwise incorporated into this Agreement and any applicable Account Agreement.

1. **Online Account Access. You may obtain information, such as balance and summary information, available funds information and information about prior business day cleared transactions and Automated Teller Machine ("ATM") and Point of Sale ("POS") transactions. Upon your request, we may allow access to a Credit Account for viewing account information.**

2. **Transfer of Funds. You may transfer funds from your Deposit Accounts, including to make one-time transfers or to schedule future or recurring transfers between your Deposit Accounts or from your Deposit Account to eligible Credit Account, except if your Online Account is a certificate of deposit account. Although you receive immediate provisional credit upon completion of an Online Banking Service session for one-time transfers between your eligible Online Accounts made during that session, you must make such transfers before 7:00 p.m. CST on a Business Day for those funds to be posted on an Account on the same Business Day and available for non-Online Banking Service transactions. Such one-time transfers between your Accounts and made after 7:00 p.m. CST on a Business Day or on a non-Business Day will be available for the payment of non-Online Banking Service transactions on the next Business Day. Funds will be made available to you in accordance with our Funds Availability policy, a copy of which is included in the Business Terms & Conditions Disclosure, which you received when you opened your Account(s). The maximum amount you can transfer using this Service is equal to the available balance in your Online Account. We may from time to time and in our sole discretion refuse to allow, or limit the number or amount of, funds transfers you may request using this Service.**

3. **Wire Transfers. You can use this Service to instruct us to wire transfer funds in a specified amount, from an eligible Online Account to a specified third party on your behalf at another financial institution. Prior to using this Service, you must enter into a separate Payment Order Agreement with us. You acknowledge and agree that this Service is also governed by our Payment Order Agreement and that if any provision of the Payment Order Agreement is inconsistent or otherwise conflicts with this Agreement, the provisions of the Payment Order Agreement will control with respect to this Service. If your Payment Order Agreement is**

terminated for any reason, we may, in our sole discretion and without notice to you, terminate your use of this Service. When sending a wire transfer in foreign currency you may see an exchange rate displayed within the Business Online Banking Service. You acknowledge and agree that the exchange rate and debit amount displayed within Business Online Banking are estimates only and the final exchange rate applied to your transaction may be less favorable and does not include any fees that we may charge. The exchange rate used when we convert one currency to another is set at our sole discretion, and it includes a markup. The markup is designed to compensate us for several considerations including, without limitation, rates set by our service providers, costs incurred, and market risks. Foreign exchange markets are dynamic and rates fluctuate frequently. You assume all risk relating to or arising from fluctuations in the exchange rates between currencies and you agree to be bound by the exchange rate applied to your transaction even if it is different than the exchange rate that appears within the Business Online Banking Service.

4. **ACH Entries. Subject to application and approval by the Bank, you can use this Service to authorize us to process, transmit, receive and settle Entries through ACH networks we use from time to time and to credit or debit Entries to an eligible Online Account. Prior to using this Service, you must enter into a separate Payment Order Agreement with us. You acknowledge and agree that this Service is also governed by our Payment Order Agreement and that if any provision of the Payment Order Agreement is inconsistent with or otherwise conflicts with this Agreement, the provisions of the Payment Order Agreement will control with respect to this Service. If your Payment Order Agreement is terminated for any reason, we may, in our sole discretion and without notice to you, terminate your use of this Service.**

5. **EFTPS using ACH. You can use this Service to make Federal tax payments due to any Federal governmental authority, including the Internal Revenue Service, from any Online Account. You agree to comply with any set-up or other procedures required by the recipient of a transfer (such as the prearrangement required by the Internal Revenue Service for electronic tax payments). If you fail to comply with these procedures, we may, in our sole discretion and without notice to you, terminate your use of this Service. You must enroll for this Service with the Internal Revenue Service and you must provide us with a copy of your enrollment documents and any other information we require and we must have approved your use of this Service in advance.**

6. **Stop Payments. You can use this Service to initiate a stop payment request online for any check or other item drawn against any of your Online Accounts, providing that the check or other item has not been paid or is in process of being paid. You warrant that the information describing the check or other item, including the date, the exact amount, the check number, and Payee are correct. You agree that we will not be responsible for stopping payment unless all of the information you provide is accurate and we receive your stop payment request within a reasonable period of time for us to act on it. In addition, you may not request a stop payment online for any treasurer's check, cashier's check, certified check or other official institution check you have purchased from us or any check or other item that we have guaranteed or otherwise accepted. You understand that your stop payment request is conditional and subject to verification by us that the check or other item has not already been paid or that some other action to pay the check has not been taken by you. A stop payment request against a check or other item is effective only against the check or other item that is identified as described above. A written request to stop payment on a check will be valid for 6 months, unless you renew your request in writing before the expiration of this time period. Otherwise, if you do not timely renew your request in writing and the check is presented to us for payment following the expiration of this time period, we may pay the check. We will charge you a separate fee for each stop payment request you make using this Service, as set forth in the fee schedule governing your Account. If you make a stop payment request using this Service after 3:00 p.m. CT on any Business Day or at any time on a non-Business Day, we may consider your request to be received by us on the**

next Business Day we are open. See also paragraph 11 under the heading Schedule of Bill Payment Service below for additional details regarding cancellation of payments using the Bill Payment Service.

7. **Financial Management Software. The Financial Management Software feature of the Online Banking Service ("FMS Service") allows you to use financial management software ("FMS Software") (e.g., Quicken®, or QuickBooks®) to access the Services and download Account information such as balance and transaction history. This section sets forth additional terms and conditions that apply whenever Customer uses or permits any other person(s) or entity to use the FMS Service. The terms and conditions contained in this section are limited to use of the FMS Service, and do not include use of products and services directly accessible through the Online Banking Service without the use of FMS Software. The Online Banking Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. Customer is responsible for obtaining and maintaining any software that is required for operation of the FMS Service. Customer's use of the FMS Software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS Software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FMS Software, as well as maintenance, updates and upgrades to the FMS Software and/or Customer's Computer. Bank makes no warranties nor accepts any liability for such software. Bank is not responsible for any problems related to the FMS Software itself, Customer's Computer or Customer's ability to connect using the FMS Software as described in this Agreement. Information about Account activity is synchronized between Customer's FMS Software and the Online Banking Service website. Customer may access such information directly through the Online Banking Service. Information via Customer's FMS Software may differ from the information that is available directly through the Online Banking Service. Information available directly through the Online Banking Service may not be available via Customer's FMS Software, may be described using different terminology, or may be more current than the information available via Customer's FMS Software. The method of entering instructions via Customer's FMS Software may also differ from the method of entering instructions directly through the Online Banking Service. Bank is not responsible for such differences, whether or not attributable to Customer's use of FMS Software. Customer is responsible for all transfers and payments that Customer authorizes using FMS Software. If Customer permits other persons to access the Online Banking Service using FMS Software, Customer is responsible for all transactions it authorizes from Account(s) accessed via FMS Software. Customer must establish its own internal security procedures for employees that Customer authorizes to use the Online Banking Service via FMS Software and to prevent unauthorized use by other employees or persons. This Agreement describes Bank's responsibility for completing transfers and payments, and any exceptions from liability for its failure to do so. These rules apply to Customer's transactions using FMS Software. Bank is not responsible for any problems that Customer may have utilizing FMS Software to connect to the Online Banking Service if no known problem exists with Bank's systems that might impede such connectivity, or if the problem is due to Customer's software, Computer or Internet service. Customer should verify all Account data obtained and transactions executed on Customer's Accounts using FMS Software. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Online Banking Service supersede any records stored or created on Customer's Computer through the use of FMS Software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FMS Software.**
8. **PFM. You may also download your account information directly into your Personal Financial Management (PFM) service. You are responsible for separately purchasing such software and the Bank makes no warranties nor accepts any liability for such software. The Service supports WebConnect functionality for current and prior two versions of Intuit Quickbooks®, or Intuit**

Quicken®. The Service also supports the ability to create and import file types that may be supported by other software solutions.

9. **Bill Payment Service. You can use this Service to schedule a recurring or one-time payment to your designated biller. The Bill Payment Service is covered in more detail in the Schedule of Bill Payment Service section of this Agreement.**

10. **Mobile Services. These Services may also be provided through our Mobile App. The Mobile Services are covered in more detail in the Schedule of Mobile Services section of this Agreement.**

11. **New Services. We may introduce new Services at any time and from time to time. We will notify you of the availability of any new Service. By using a new Service when it becomes available, you agree to be bound by the terms and conditions that apply to such Service. The description of any new Service and any additional terms and conditions that may apply to your use of such Service may be included in an additional schedule to this Agreement or in an additional appendix to an existing schedule, all of which are hereby incorporated into and made a part of this Agreement as of the initial date on which you use such Service.**

ELECTRONIC MAIL (email)

1. **To the extent permitted by applicable law, any Email you send us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments or errors or requests for stop payments) to us via phone or in paper form. We may, however, require you to provide us with confirmation of any oral or electronic stop payment request or notice of alleged error. You also agree that we may send you an electronic notice in response to any communication you send to us, regardless of whether your original communication to us was an Email.**

2. **Email transactions may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, IDs, Passwords, social security numbers, account information, etc. via Email unless you are responding to us in response to a request through our secure email platform.**
3. **If we send you a notice via Email, you will be deemed to have received it upon the date of delivery, even if you do not access your Email after the time of delivery.**

ELECTRONIC ALERTS

WE PROVIDE AUTOMATIC AND VOLUNTARY ELECTRONIC ALERTS. WE STRONGLY RECOMMEND THAT YOU DO NOT SUPPRESS THESE ALERTS AS SOME ARE INTENDED TO PROVIDE ADDED SECURITY TO YOUR SERVICE.

1. **Automatic Alerts are sent to you following certain changes made online to your Services, such as a change in your Email address or telephone number. You do not need to activate these alerts.**
2. **Voluntary Alerts must be activated by you. These alerts allow you to customize account or bill-specific notifications. Because alerts are not encrypted, we will never include your identifying information such as any ID or account number. However, alerts may include your name and some information about your accounts. Depending on which alerts are sent, information such as your account balance or the due date for a payment may be included. Anyone with access to your Email may be able to view the contents of these alerts.**

3. **Electronic alerts will be sent to the Email address you have provided as your primary Email address. Alternatively, you may choose to receive alerts by designating a telephone number for receipt of a text message. If your Email address or telephone number changes, you are solely responsible for immediately notifying us of that change. We are not responsible for an alert not being delivered if you have not notified us of an Email or telephone number change or given us a reasonable amount of time to respond to such a request. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do the best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert or for any errors in the content of an alert or for any actions taken or caused to be taken by you or any third party in reliance on an alert.**

COMPLIANCE

Customer and Bank shall comply with (i) the Account Agreements, and (ii) all applicable laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") operating rules and guidelines, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively the "Compliance Laws").You understand that information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline, toll free, at 1-800-540-OFAC. You also understand that failure to comply with the Compliance Laws could result in liability for fines and other penalties assessed against us pursuant to those Compliance Laws, which you agree to pay directly or to reimburse us.

OFAC is a division of the United States Department of the Treasury and is mandated to implement and enforce economic sanctions imposed by the U.S. Government against hostile foreign countries, their nationals, or other "specially designated" individuals or entities. These sanctions restrict banks and other businesses from doing business with those designated countries, individuals and/or entities.

SERVICES LIMITATIONS

Certain restrictions apply to the number of internet transfers from the Liberty Business Savings Account processed in a statement cycle. Transfers from Savings Deposit Accounts to another Account or to third parties by preauthorized, automatic, telephone or Computer transfer or by draft, debit card, or similar order to third parties are limited to ten (10) per monthly statement cycle. There are no limits on withdrawals or transfers that Customer makes in person at any of Bank's branches. If Customer exceeds these limits more than occasionally, Bank may convert Customer's savings Deposit Account to a transaction Deposit Account. If Bank converts Customer's Deposit Account, Bank will tell Customer what kind of Deposit Account was used. A fee in the amount set forth in the Fee Schedule will be charged for each debit transaction from a savings Deposit Account in excess of the above limitations. (For a more detailed description of the limits on such transactions, please refer to the Deposit Account Agreement for business and non-consumer Accounts.) The activities you can perform with the Services may be further limited by, and are subject to, the terms disclosed in this Agreement and all applicable Account Agreements. You should refer to these agreements for applicable limitations.

OUR LIABILITY

Unless expressly prohibited or otherwise restricted by applicable law or this Agreement, our liability is limited as follows: We shall not be liable to you or to any third party for performing or failing to perform any of the Services, except in the event of our gross negligence or willful misconduct in connection with the performance of (or failure to perform) any of the Services.

Without limiting the generality of the foregoing, we shall not be liable for delays that happen because of reasons beyond our reasonable control, including without limitation, acts of civil, military or banking authorities, national

emergencies, war, riots, unavoidable difficulties with our equipment, the unavailability of the Services, any errors in information provided through the Services, any difficulties caused by any Internet or other service provider or browser software or any Computer failure, whether caused by a virus or otherwise. If, for any reason, we are adjudged liable to you, your recovery will be limited to your actual damages, in an amount not to exceed six times the total fees and charges paid by you to us for the Services during the calendar month immediately preceding the month in which the event giving rise to our liability occurred. You agree that the dollar limitation described in this paragraph is reasonable, even if your actual damages exceed this limitation.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER YOU ADVISED US OR WE OTHERWISE KNEW OF THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES.

YOUR LIABILITY

You are solely responsible for the amount of each bill payment, funds transfer or other Service made using Business Online Banking and all fees or other amounts incurred in connection with any such Services, even if you did not authorize the bill payment, funds transfer or other Service. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, damages or expenses (including reasonable attorneys' fees and court costs and expenses) arising from or related to your access or use of the Services.

CONFIDENTIALITY AND SECURITY

We are committed to protecting the security and confidentiality of information about your Account(s) and use of Business Online Banking. The Customer ID and the User IDs identify and authenticate you and your Authorized Users to us when you access or use any of the Services. You authorize us to rely on the Customer ID and all User IDs to identify you and your Authorized Users when you access or use any of the Services and as signature authorization for any bill payment, funds transfer or other Service. You acknowledge and agree that we are authorized to act on any and all communications or instructions we receive using the IDs and that we may attribute to you any and all transactions initiated using the Customer ID and any User ID, regardless of whether the communications, instructions or transactions are authorized.

All transactions initiated with the Customer ID and a User ID and approved using Security Tokens or One Time Passcodes (where applicable) will be attributed to you.

You accept as your sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, all IDs and Security Tokens.

You agree to use your commercially reasonable best efforts to safeguard all IDs and Security Tokens and keep them confidential.

You agree not to reveal any ID to any unauthorized person, nor allow any unauthorized person access to a Security Token.

You further agree to notify us immediately if you believe that the confidentiality of any ID or authorized use of any Security Token has been compromised in any manner.

YOU ACKNOWLEDGE THAT WE WILL NEVER ASK YOU FOR YOUR PASSWORD, AND THAT OUR EMPLOYEES DO NOT NEED YOUR OR ANY OF YOUR EMPLOYEES' PASSWORD FOR ANY REASON.

In order to protect yourself against fraud, you agree that you and each of your Authorized Users will adhere to the following:

1. **You shall maintain adequate internal security controls to prevent any unauthorized access to Business Online Banking or unauthorized use of any of the Services. Such security controls shall include maintaining up-to-date and industry-standard antivirus and anti-malware detection and eradication programs, maintaining properly configured firewalls, maintaining a process that ensures systems remain current with all software patches and updates and using commercially reasonable best efforts to safeguard access to all IDs, including without limitation all Passwords, used in connection with initiating and/or approving access to and use of any of the Services and usage of all Security Tokens issued by the Bank for use by Authorized Users in approving any ACH or wire transfer transactions.**

2. **You shall maintain adequate internal security controls to prevent any unauthorized access to Business Online Banking or unauthorized use of any of the Services. Such security controls shall include maintaining up-to-date and industry-standard antivirus and anti-malware detection and eradication programs, maintaining properly configured firewalls, maintaining a process that ensures systems remain current with all software patches and updates and using commercially reasonable best efforts to safeguard access to all IDs and Passwords used in connection with initiating and/or approving access to and use of any of the Services and usage of all Authentication Devices issued by the Bank for use by Authorized Users in approving any transactions.**

3. **You shall not give out any Account information, any Authentication Device, any ID, or any Password to anyone.**

4. **You shall not leave any Computer unattended while using Business Online Banking. You shall always log off of your Services session by logging out and you shall always close any browser on a Computer after using Business Online Banking, even after log-off.**

5. **You shall never leave any Account information within range of any unauthorized individual.**

6. **You shall not send privileged account information (such as Account numbers, IDs, Passwords or taxpayer identification numbers) in any public or general Email system.**

UNAUTHORIZED USE

If you have reason to believe that an ID or Password has been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with an ID and/or Authentication Device without your permission, you must call our Customer Contact Center on any Business Day during our normal business hours, or write (including without limitation communication via Email during our normal business hours) to our Customer Contact Center. The telephone number, mailing address and Email address of our Customer Contact Center is listed in the Contact Us section of this Agreement. You should also immediately change all IDs and replace all Security Tokens or other Authentication Devices. The occurrence of any unauthorized access to Business Online Banking or unauthorized bill payment, funds transfer or other Service will not affect your responsibility to cover the full cost and expense of any such unauthorized access, payment, transfer or other Service when the Bank has acted in good faith prior to our receiving any notification of unauthorized access or use from you and prior to our having a reasonable period of time after our receipt of such notice to take such steps as are necessary to prevent such unauthorized bill payment, funds transfer or other Service.

In addition to the requirements contained in the immediately preceding paragraph, if you have reason to believe that any Authorized User's User ID, Password or other Authentication Device has been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may

be made with any Authorized User's User ID, Password or other Authentication Device without your permission, you must contact an Administrator, who must in turn deactivate, and has the sole responsibility for deactivating, any such User ID and retrieving any such Authentication Device. In no event will we be liable for any unauthorized transaction that occurs with any Authorized User's User ID, Password or other Authentication Device.

DISCLAIMER OF WARRANTY

UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SERVICES BY ANY MEANS AND THE COMPUTER IS AT YOUR SOLE RISK, THAT THE SERVICES ARE PROVIDED "AS IS," AND THAT WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

VIRUS AND MALWARE PROTECTION

We are not responsible for any virus or viruses, electronic or otherwise, which you may encounter. YOU MUST routinely scan your Computer using a virus and malware protection product(s). An undetected virus and/or malware may corrupt and destroy your programs, files and hardware. Malware may result in unauthorized transactions from your Online Account(s) for which you would be liable.

SUSPENSION

We reserve the right to suspend your access to and use of the Services for any reason. If we do this, we may notify you in a manner provided for in this Agreement; however, we are not under any obligation to do so. If your access to and use of the Services is suspended, transactions which were previously scheduled may be canceled; however, we will not be liable to you whether we cancel such transaction or if we allow a transaction to be completed. All inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to us at the address listed in the Contact Us section below. Where we suspect fraud for any reason, we reserve the right to suspend your access to any and all of the Services immediately and indefinitely.

AMENDMENTS TO TERMS AND CONDITIONS

Bank may, at any time, amend this Agreement in its sole discretion from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective in accordance with the notice to Customer as described in the Notice/Address Changes section below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement. Notwithstanding anything to the contrary in this Agreement, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer.

NOTICES/ADDRESS CHANGES

Except as otherwise expressly provided in this Agreement, all Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be made to Bank as follows:

Except as otherwise expressly provided in this Agreement, all Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be made to Bank as follows:

Postal Mail: If Customer chooses to give written notice, Customer must write Bank at the following address: Old Glory Bank, P.O. BOX 127, Elmore City, Oklahoma, 73433

Telephone: Customers may contact us directly at 580-788-2213 or at our Customer Service Center at (888) 446-5345

Email: Customers can contact Bank by email at: customerservice@oldglorybank.com.

PLEASE NOTE that banking transactions through Bank's Business Online Banking Service are not made via email. Regular email is NOT secure. **Customer shall not send confidential or sensitive information, such as a social security numbers, account numbers, or any Authentication Devices within the body of an email or any attachments thereto.**

All written notices and communications shall be sent by first class mail, postage prepaid, certified mail or via nationally recognized overnight courier and addressed to Bank at the address provided above. All such notices shall be effective upon receipt.

Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services or this Agreement to Customer's business mailing address or Customer's business email address as it appears on Bank's records or electronically by posting the notice on Bank's website, on or with an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business email address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is sent to any one Account owner at the last known address or email address as provided to Bank by Customer, even if such notice is returned to the Bank as undeliverable.

CONTACT US

Old Glory Bank, PO Box 127, Elmore City, Oklahoma, 73433, Phone: 580-788-2213 or Customer Service 888-446-5345, Email: Customerservice@oldglorybank.com website:oldglorybank.com

TERMINATION

Unless otherwise required by applicable law, we may terminate this Agreement, in whole or in part, for any reason and at any time without prior notice to you. You also may terminate this Agreement and the use of all Authentication Devices and Services by calling us or writing to us at the telephone number or mailing address set forth in the Contact Us section above. If you call, you must confirm your request in writing and send it to us within five (5) Business Days after you call. Any request to terminate your access to and use of the Services will be effective only after we have had a reasonable opportunity to act on your request.

If this Agreement is terminated for any reason, you must cancel all outstanding bill payments, transfers and other Services, including any automatic or recurring bill payments or funds transfers. We may continue to issue bill payments, to transfer funds and to perform other Services you have previously authorized after receipt of your request to terminate this Agreement until such reasonable period of time as may be required for us to act upon your request. We will not be liable for any bill payment, transfer of funds or performance of any other Service that we may process after receipt of your request to terminate this Agreement and before our acting upon your request. We will also not be liable for not processing any bill payment, transfer of funds or performance of any other Service after we receive any request from you, whether by phone or in writing, to terminate this Agreement.

Any termination of this Agreement, whether initiated by you or by us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement. In addition, the provisions of this Agreement relating to your and our liability and the disclaimer of warranties shall survive the termination of this Agreement.

If you do not access Business Online Banking, sign on to any of the Services or have any transaction scheduled through any of the Services during any consecutive 90-day period we may cancel your Services and require you to reapply. If you do not pay at least one bill during any consecutive 90-day period, we may cancel your Bill Payment Service and require you to reapply.

DISPUTES

Any dispute relating in any way to this Agreement shall be submitted to confidential arbitration in the State of Oklahoma. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's access to and/or use of services through Business Online Banking, whether through class action or arbitration proceedings or otherwise.

GOVERNING LAW

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oklahoma, without regard to its applicable conflict of law principles, and the applicable laws of the United States. You and we agree to be bound by, and hereby consent and agree to, such laws with respect to any claim relating to this Agreement. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained herein, and as detailed in the "Disputes" provisions contained above.

ASSIGNMENT; BINDING EFFECT

Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

NO WAIVER

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

SEVERABILITY

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

ENTIRE AGREEMENT

You acknowledge and agree that any access to or use of the Services constitutes acceptance of the terms of this Agreement, and that, subject to the provisions set forth further below, this Agreement as it may be amended at any time and from time to time, including all schedules of current and any future services and all appendices to such schedules, all of which are incorporated hereby and made a part of this Agreement, contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning Business Online Banking or the Services.

Your use of the Services pertaining to ACH and/or wire transfer transactions are also governed by the terms of the Payment Order Agreement pursuant to which such Services are provided to you. In the event of any conflict between the terms of this Agreement and the terms of such Payment Order Agreement, the terms of the Payment Order Agreement shall govern.

Each of your Online Accounts is also governed by the Account Agreement applicable thereto and, if applicable, the terms and conditions of any loan documents. If any provision of any Account Agreement is inconsistent with a provision of this Agreement, the provisions of this Agreement will govern. If any provision of this Agreement is inconsistent with a provision of your loan documents, the provisions of your loan documents will govern.

The Terms of Use which generally govern any access to or visit to our web site will also govern your access to and use of the Services. You can access this Terms of Use by clicking on the word “Terms of Use” appearing at the bottom of the home page of our web site located at www.oldglorybank.com.

MONITORING AND RECORDING

You acknowledge and agree that your telephone calls and other notices and communications you provide to us may be monitored and recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls and any other notices and communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any bill payment, transfer of funds or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

RELATIONSHIP

You and we are not partners, joint venturers or agents of each other as a result of this Agreement.

SECTION HEADINGS

The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.

SCHEDULE OF BILL PAYMENT SERVICE

Reference is made to that certain Business Online Banking Agreement between Old Glory Bank and the Customer that is a party thereto, as the same may be amended, revised or restated at any time and from time to time (the “Agreement”), to which this Schedule of Bill Payment Service (this “Bill Pay Service Schedule”) is incorporated into and made a part thereof.

All capitalized terms used in this Bill Pay Service Schedule that are not defined herein are used with the meanings given to them in the Agreement.

You acknowledge and agree that your access to and utilization of the Bill Payment Service is governed not only by the terms of this Bill Pay Service Schedule, but also by the terms of the Agreement, and such terms shall be and hereby are incorporated into this Bill Pay Service Schedule as if set forth herein in their entirety. In the event of any conflict between the terms of the Agreement and the terms of this Bill Pay Service Schedule as applied in each case to your access to and utilization of the Bill Payment Service, the terms contained in this Bill Pay Service Schedule shall control.

1. **After we approve your request, the Bill Payment Service will permit you to direct payments from your Bill Payment Account(s) to third parties you wish to pay. Through the Bill Payment Service, you can pay bills from your Bill Payment Account(s) to businesses or individuals. In addition, you may use the e-Bills feature to receive bills from participating Payees, view Payee bill summaries and bill detail information. The Bill Payment Service will remain available for use until it is terminated, either by you or the Bank.**
2. **All payments you make will be deducted from your selected Bill Payment Account(s), and you agree that we may debit your selected Bill Payment Account(s) for such payments without requiring your signature on the item and without prior notice by you. The Bill Payment Service will draft your Bill Payment Account(s) to make payments for bills you have authorized. These drafts will be posted to your selected Bill Payment Account in the same way as a check. All bill payments must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict types of Payees to whom payments may be made using this Service at any time and from time to time.**
3. **You should not use the Bill Payment Service to make payments to unlawful internet gambling sites or to settle securities purchases, tax payments, insurance payments, payments for government fees, court ordered payments, or payments to foreign vendors or persons. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited.**
4. **Funds must be available in your selected Bill Payment Account on the Scheduled Payment Date. If the date you schedule a payment to be initiated falls on a non-Business Day, funds must be available in your selected Bill Payment Account the following Business Day. If a payment has been made to one of your designated Payees for which funds are not available in your selected Bill Payment Account, and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Payment Account, you agree to repay the funds owed immediately upon demand.**
5. **Bill payments can be made for any amount up to $10,000 per item and in total per day, which is subject to change in our sole discretion at any time and from time to time. You may choose to schedule payments to recur in the same amount at regular intervals (e.g., weekly, monthly, bi-monthly). You must schedule a payment to a new Payee at least five Business Days before any payment due date, to allow us time to set up the Payee and verify information about your selected Bill Payment Account with the Payee.**
6. **You authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means. Checks may be drafted against your selected Bill Payment Account. If the payment is an electronic payment, you must schedule it to be made at least three Business Days prior to the payment due date (which is the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). However, if the Payee cannot accept an electronic payment, and a paper check payment is to be made, you must schedule that payment to be made at least five Business Days prior to the payment due date described above. You may schedule payments during the "grace period", but any late charges associated with payments so scheduled will be your responsibility regardless of the cause of the late payment. If you do not follow these time frames, we shall not be liable for any failure to make payment. You will bear full responsibility for all penalties, late fees, finance charges, damages or other actions taken by the Payee caused by or otherwise resulting from your scheduling.**
7. **Expedited payments may be available for an additional fee, which will be charged to your selected Bill Payment Account at the time of your request. Expedited payments are available for a limited number of Payees based on biller capabilities, time of day, payment delivery mechanisms and**

other factors. Expedited overnight checks will be unavailable for delivery to any post office box address, any location in Alaska or Hawaii or any location in any foreign or U.S. territory outside of the contiguous United States and District of Columbia. You are responsible for the proper entry of the Payment Instructions and address. Due to the need to expedite the payment, Payment Instructions will be completed immediately upon submission, and you will not have the ability to edit or cancel the payment instruction after completion of the request.

8. **The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Even if we fail to exercise ordinary care, the Bank will not be liable in any way for damages incurred by you if you do not have sufficient funds in the Bill Payment Account to make the payment on the processing date, for delays in mail delivery, for changes to the Payee's address or account number (unless you have advised the Bank of the change sufficiently in advance), for failure of any Payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the reasonable control of the Bank.**
9. **If the session during which you schedule a payment ends by 5 p.m. CT, the Bank will be considered to have received it on that day if it is a Business Day. Otherwise, it will be considered received on the following Business Day. For all entries made using Online Banking or Bill Payment Service, the time recorded by the Online Banking or Bill Payment Service will be considered the official time of the transaction.**
10. **If you have instructed us to make a payment for which there are insufficient available funds in your selected Bill Payment Account on the date the payment is debited thereto, the payment will not be made and the Bill Payment Service will be blocked, automatically canceling future recurring and scheduled payments. Under such circumstances, it is your responsibility to contact us to resolve the matter. Your Bill Payment Service will not be unblocked until you contact us; simply making a deposit into a Bill Payment Account will not reactivate the Bill Payment Service. If the matter is resolved to our satisfaction, we will unblock the Bill Payment Service to reactivate it for your subsequent use. Once the Bill Pay Service is reactivated, recurring payments will resume from the date on which the Bill Payment Service has been reinstated. However, scheduled payments will have to be rescheduled, and any payments that should have occurred during the period that the Bill Payment Service was blocked will not be paid in arrears, and you will have to reschedule those payments.**
11. **If you choose to cancel a payment you made using the Bill Payment Service, you may cancel or change the payment prior to 6 p.m. ET on the Business Day before the transaction is scheduled to be initiated, noted in the Bill Payment Service as a pending payment. You may also contact the Bank to place a stop payment on a payment scheduled using the Bill Payment Service. Such request must be made prior to 6:00 p.m. eastern time on the Business Day before the transaction is scheduled to be initiated to be effective dated for that date. You may cancel a check payment at any time either in the Bill Payment Service or by contacting us, providing that the check has not been negotiated or in route to the Bank when your stop payment request was initiated. In either case, we may not have a reasonable opportunity to act on any stop payment. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request in a timely manner. See also paragraph 6 under the heading Business Online Banking Services above for additional details regarding stop payment requests using Business Online Banking.**
12. **e-Bill is a feature of the Bill Payment Service that enables you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five Business Days to approve an e-Bill set-up request. In some cases, we obtain the e-Bill from the web site of the Payee. To do so, we may ask you for information needed for this purpose, such as any required password to access the Payee's billing site. When you provide this information, you authorize us to access the third-party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose. We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to**

contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee. All parties have the right to cancel this Service at any time. We will notify you if the Bank discontinues e-Bills. If you request that an e-Bill be discontinued, we require seven Business Days for the Payee to receive and process the request. When you establish e-Bill with a participating Payee you will provide certain information that will be provided to the Payee to complete your enrollment. We are not liable for the security of any such information provided to a Payee. If you have concerns about the future use of any such information you should contact the Payee directly.

SCHEDULE OF MOBILE BANKING SERVICES

Reference is made to that certain Business Online Banking Agreement between Old Glory Bank and the Customer that is a party thereto, as the same may be amended, revised or restated at any time and from time to time (the "Agreement"), to which this Schedule of Mobile Services (this "Mobile Service Schedule") is incorporated into and made a part thereof.

All capitalized terms used in this Mobile Service Schedule that are not defined herein are used with the meanings given to them in the Agreement.

You acknowledge and agree that your access to and utilization of the Mobile Banking Services is governed not only by the terms of this Mobile Banking Service Schedule, but also by the terms of the Agreement (the "Agreement Terms") and those certain Terms and Conditions that an Authorized User has accepted on your behalf as a condition to the Authorized User's use of the Mobile Banking App and the Mobile Banking Services provided to you by means of the Mobile Banking App (the "Mobile Banking App Terms & Conditions"), and the Agreement Terms and the Mobile App Terms & Conditions shall be and hereby are incorporated into this Mobile Banking Service Schedule as if set forth herein in their entirety. In the event of any conflict between the Agreement Terms or the Mobile Banking App Terms & Conditions and the terms of this Mobile Service Schedule as applied in each case to your access to and utilization of the Mobile Banking Services, the terms contained in or otherwise incorporated into this Mobile Banking Service Schedule shall control.

1. **Certain Services are made available as Mobile Services. The full range of Mobile Services may vary at any time and from time to time depending upon the range of functionality available through the Mobile App. The extent to which some or all of the Mobile Services are made available to any Authorized User remains subject to your discretion and you are fully responsible for the access to and/or use of any Mobile Services by any Authorized User, including without limitation ensuring that each Authorized User who accesses and/or uses some or all of the Mobile Services (i) has been duly authorized to do so by you through the necessary and appropriate action of an Administrator, (ii) fully understands how to use the Mobile Services, and (iii) exercises appropriate caution and judgment when utilizing the Mobile Services, including securing all mobile devices on which the Mobile App has been installed by such Authorized User. In addition to the foregoing, and not in limitation thereof, you acknowledge and agree that you are fully responsible for any and all transactions undertaken by any Authorized User through use of the Mobile Services and that we are not liable for any losses or other damages that you may incur as a result of any such transactions, whether or not authorized by you.**
2. **You agree to accept all responsibility for any instructions sent to us from any mobile device on which the Mobile App has been installed and you authorize us to act on these instructions. We are not liable for any losses or other damages that you may incur as a result of our acting on any such instructions, whether or not authorized by you.**
3. **It is your responsibility to contact us immediately if you know of or suspect any unauthorized access to or use of any Mobile Services, including use of any ID or Password in connection therewith.**

4. **We make no representations that any content or use of the Mobile Services is available in locations outside of the United States. You acknowledge and agree that accessing and/or using the Mobile Services from locations outside of the United States is at your own risk.**
5. **Certain Mobile Services, as may be currently provided through the Mobile App or as may be provided thereby in the future may be provided pursuant to terms and conditions that are in addition to the Agreement Terms, the Mobile App T&C and the terms contained in this Service Schedule. The description of any such Mobile Service and the additional terms and conditions that apply to your use of such Mobile Service are or will be included in an additional appendix to this Service Schedule, which is hereby incorporated into and made a part of this Service Schedule as of the initial date on which you use such Mobile Service. By using any such current or future Mobile Service, you agree to be bound by the terms and conditions that apply to such Mobile Service, which include all of the Agreement Terms, the Mobile App T&C, the terms contained in this Service Schedule and the terms and conditions contained in the appendix to this Service Schedule that specifically apply to such Mobile Service.**

APPENDIX OF MOBILE CHECK DEPOSIT SERVICE

Reference is made to that certain Business Online Banking Agreement between Old Glory Bank and the Customer that is a party thereto, as the same may be amended, revised or restated at any time and from time to time (the "Agreement"), and that certain Schedule of Mobile Services (the "Mobile Services Schedule") to which this Appendix of Mobile Check Deposit Service (this "Appendix") is incorporated into and made a part thereof.

All capitalized terms used in this Appendix that are not defined herein are used with the meanings given to them in the Agreement or the Mobile Services Schedule as applicable.

You acknowledge and agree that your access to and utilization of the Mobile Check Deposit Service that is covered by this Appendix (the "Mobile Deposit Service") is governed not only by the terms of this Appendix, but also by the Agreement Terms, the Mobile App T&C and the terms and conditions contained in the Mobile Services Schedule (the "Service Schedule Terms"), and the Agreement Terms, the Service Schedule Terms and the Mobile App T&C shall be and hereby are incorporated into this Appendix as if set forth herein in their entirety. In the event of any conflict between the Agreement Terms or the Service Schedule Terms or the Mobile App T&C and the terms contained in this Appendix as applied in each case to your access to and utilization of the Mobile Deposit Service, the terms contained in this Appendix shall govern.

1. **As used in this Appendix, the term "Bank" includes any third-party processor that performs services on behalf of the Bank in connection with the Mobile Deposit Service, including but not limited to the receipt and processing of images and check data and any notices related thereto.**
2. **You may deposit certain checks using the Mobile App to any Online Account from your office or other remote location using a mobile device capable of capturing electronic images of the front and back of certain eligible checks and transmitting to the Bank via the Internet the images and other deposit information, including but not limited to the magnetic ink character recognition ("MICR") line, in accordance with the procedures outlined in this Appendix. Any such deposit is referred to in this Appendix as a "Mobile Deposit".**
3. **You acknowledge and agree that a Mobile Deposit is not an "electronic fund transfer" as such term is defined in Regulation E of the Consumer Financial Protection Bureau at 12 C.F.R. § 1005.3 and referred to in the Bank's business deposit account handbook ("Understanding Your Deposit Account").**
4. **Subject to your compliance with the terms and conditions contained in this Appendix, the Bank will process any Mobile Deposit according to our funds availability policy and enter the images of the check into the collection process, in accordance with the terms of the applicable Account Agreement pertaining to the Online Account into which the Mobile Deposit is to be made and this Appendix.**

5. **You agree to scan and deposit only checks as that term is defined in the Consumer Financial Protection Bureau's Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit Service to deposit any of the following checks or other items ("Prohibited Checks"):**
    - **Checks or items payable to any person or entity other than you;**
    - **Checks or items containing alterations to any of the fields on the front of the check or item, or 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 check or item is drawn;**
    - **Checks or items previously converted to a substitute check, as defined in Reg CC;**
    - **Checks or items drawn on a financial institution located outside the United States;**
    - **Checks or items that are remotely created checks, as defined in Reg CC;**
    - **Checks or items not payable in United States currency;**
    - **Checks or items dated more than 6 months prior to the date of deposit;**
    - **Checks prohibited by the Bank's procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the Account Agreement pertaining to the Online Account into which you seek to make such Mobile Deposit;**
    - **Checks payable on sight or payable through drafts;**
    - **Checks with any endorsement on the back other than that specified in this Appendix;**
    - **Checks that have previously been negotiated or submitted through the Mobile Deposit Service or a remote deposit capture service offered at any other financial institution;**
    - **Checks that are drawn or otherwise issued by the U. S. Treasury Department;**
    - **Money Orders or Postal Money Orders; and**
    - **Travelers Checks. You hereby grant us a security interest in all of your Accounts or other deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to the Bank under this Appendix to the maximum extent permitted by applicable law. This security interest will survive any termination of your use of the Mobile Deposit Service.**
    - **You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank may incur associated with any warranty, indemnity or other claim related thereto.**
6. **The images of checks transmitted to the Bank using the Mobile Deposit Service must be legible, as determined in our discretion. Without limiting the foregoing, each image of each check must be of such quality that the following information can be clearly read and understood by sight review of such image:**
    - **The amount of the check;**
    - **The payee of the check;**
    - **The signature of the person who wrote the check;**
    - **The date of the check;**
    - **The check number;**
    - **The information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and**
    - **All other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.**

    Each image shall also comply with any other requirements established from time to time by the Bank, and shall meet all standards for image quality established by the American National Standards Institute, the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
7. **You agree to restrictively endorse any check transmitted through the Mobile Deposit Service with your name and the legend "FOR MOBILE DEPOSIT ONLY" or as otherwise instructed by the Bank. You shall scan the front and back of each check to be deposited and thereby capture the**

image of the front and back of each check and any other required data from each check and transmit the images to be deposited and all other required data and information from or pertaining to such checks to the Bank in accordance with the terms of this Appendix. We reserve the right to amend the terms contained in this Appendix, with or without prior notice to you. You agree to comply at all times with the Bank's safety and security procedures published on our website or otherwise provided to you and to safeguard the confidentiality and security of the security procedures and all other proprietary property or information the Bank provides to you in connection with the Mobile Deposit Service and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree that the security procedures are not designed for the detection of errors. The Bank is not, and will not be, obligated to detect errors by you or others, even if the Bank takes certain actions from time to time to do so. To ensure accuracy, you shall key the amount of each check prior to transmitting the Mobile Deposit in accordance with the terms of this Appendix. You may send multiple Mobile Deposits to the Bank on the same day, not to exceed the deposit limits assigned to you by the Bank.

8. **You agree that you shall be solely liable for, and the Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the images or other information contained therein that are not received by the Bank. You also agree to be liable for Mobile Deposits or the images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that the Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the images or other information contained therein transmitted through the Mobile Deposit Service, at our discretion, without liability to you. Unless required by applicable law, the Bank has no obligation to notify you of the rejection of a Mobile Deposit or the images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by the Bank when a complete copy of the Mobile Deposit has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements. To meet the cut-off time referenced in the Bank's funds availability policy, the Mobile Deposit must be received by the Bank prior to the cut-off time and successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, the Bank's records shall be determinative.**

   Upon receipt of a Mobile Deposit submitted by you, the Bank may examine such Mobile Deposit and the images and other information contained therein to ensure that you have complied with the terms of this Appendix. If the Bank determines that you have not complied with the terms of this Appendix or if errors exist in the images or other information contained in the Mobile Deposit, the Bank, in its sole discretion, may either reject the Mobile Deposit or elect to correct the error, and accept and process the corrected Mobile Deposit (a "Corrected Mobile Deposit"). As a form of correction, the Bank may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. The Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks, and, in its sole discretion, the Bank may reject any such Mobile Deposit, the images or other information contained therein. If after examination of a Mobile Deposit, the images and other information contained therein, the Bank determines that you have complied with the terms of this Appendix, the Bank shall accept the Mobile Deposit for deposit to the Online Account that you have specified for such deposit. Notwithstanding that the Bank has accepted a Mobile Deposit for processing, any credit made to any of your Accounts in connection therewith shall be provisional until the final settlement of the deposited item, and you shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Bank.

9. **Funds from your Mobile Deposit that are received and accepted by the Bank will be made available to you according to our funds availability policy, as outlined in the applicable Account Agreement. The Mobile Deposit Service is subject to transaction limitations and the Bank**

reserves the right to change our funds availability policy, in our sole discretion, subject to applicable law.

10. **You shall mark, stamp, or write on the original check "Electronically Presented" after scanning the check. You agree to securely store the original check for a period of ninety-one (91) calendar days from the date of the image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that (a) only authorized persons shall have access to original checks, (b) the information contained on such checks shall not be disclosed, (c) such checks will not be duplicated or scanned more than one time, and (d) such checks will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (but in all events within 5 business days) provide the original check to the Bank upon request. The risk of loss due to the unavailability of the original or a copy of a check for any reason, during the Retention Period, shall be exclusively on you.**

    Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original checks you transmitted using commercially reasonable methods of destruction. You are obligated to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks will be un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the retention and destruction of original checks by you.
11. **We reserve the right to establish limits on the amount(s) and/or number of deposits that you may transmit using the Mobile Deposit Service and to modify such limits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Appendix, and we will not be obligated to allow such a Mobile Deposit at other times. The Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.**
12. **In order to use the Mobile Deposit Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank from time to time, for the proper delivery of the Mobile Deposit Service and that fulfills your obligation to obtain and maintain secure access to the Internet. The Bank is not responsible for any third-party software you may need to use for the Mobile Deposit Service. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Service, including but not limited to telephone, mobile data, or internet service charges. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any virus or malware or related problems that may be associated with your using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or Internet services. The Bank hereby advises you, and you hereby agree, to scan your mobile device, hardware and software on a regular basis using a reliable virus detection product in order to detect and remove viruses or harmful malware.**
13. **The manner in which the images are cleared, presented for payment, and collected shall be in the Bank's sole discretion, subject to applicable law and the applicable Account Agreement. The**

Bank, in its sole discretion, shall select the clearing agents used to collect and present the images, and the Bank's selection of the clearing agents shall be considered to have been designated by you.

14. **You agree that the Bank retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s), including but not limited to the object and source codes therefor, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with the terms of this Appendix. Without limiting the effect of the foregoing, any breach of the terms of this Appendix shall result in the immediate termination of your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to our business interest, or (iii) to the Bank's actual or potential economic disadvantage in any respect. You may use the Mobile Deposit Service only for the purpose intended in accordance with this Appendix. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer, reverse compile, or create derivative works from any of the technology used to provide the Mobile Deposit Service.**
15. **You hereby warrant to the Bank now and at the time of each Mobile Deposit as follows:**
    - **You will only deposit checks that are authorized under the terms of this Appendix and the applicable Account Agreement;**
    - **You will not (i) create duplicate images of the checks, (ii) transmit a duplicate image to us, or (iii) deposit or otherwise negotiate the original of any check of which an image was created;**
    - **No subsequent transferee, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check;**
    - **No subsequent transferees of the image(s), including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the image having been presented for payment or returned instead of the original check;**
    - **Each image you transmit to us contains an accurate representation of the front and the back of each check and complies with the terms of this Appendix;**
    - **All data and other information you provide to us, including but not limited to data contained in the MICR line of each check, is complete, accurate and true in all respects and complies with the requirements contained in this Appendix;**
    - **You will comply with the terms of this Appendix and all applicable rules, laws and regulations;**
    - **You are not aware of any factor that may impair the collectability of the check;**
    - **Your obligations under this Appendix are valid and enforceable against you in accordance with the terms hereof, and your entry into, and performance of your obligations under, this Appendix will not violate any law, or conflict with any other agreement, to which you are subject;**
    - **There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would have a material adverse effect on your business, financial condition or operations; and**
    - **All checks and your transactions are, and will be, bona fide, and all signatures on checks are authentic and authorized.**
16. **You agree to comply with all existing and future operating procedures used by the Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve System and the Electronic Check Clearing House Organization and any other clearinghouse or other**

organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of any conflict between the terms of this Appendix and the Rules, the Rules shall govern.

17. **Any credit to any of your Accounts of any deposit using the Mobile Deposit Service is provisional until final payment of the item deposited. If a check deposited through the Mobile Deposit Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including but not limited to issues relating to the quality of the image, you agree that we may charge back the amount of the check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You agree not to deposit or otherwise negotiate an original check after our chargeback. We further reserve the right to chargeback to any of your Accounts at any time, any check we subsequently determine was a Prohibited Check. You further agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of any item deposited through the Mobile Deposit Service.**
18. **Our duties and responsibilities relating to the Mobile Deposit Service are limited to those described in or otherwise incorporated into this Appendix. We will use commercially reasonable care in performing our responsibilities under this Appendix. You agree to carefully review your Account statements and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the Mobile Deposit Service, including without limitation unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in or incorporated into the applicable Account Agreement. Otherwise, we will consider the information contained in your Account statements correct. Subject to applicable law, you may not make any claim against us for transactions reflected on any Account statement that you believe are incorrect, altered, forged, unauthorized or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you.**

    We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with: any federal or state law, regulation or rule; the order of any court of competent jurisdiction; any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s); any electric power disruption or shortage, telecommunications failure or computer failures; any acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under the terms of this Appendix.
19. **The control and flow of documents, files, data, or other information depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.**
20. **You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms of this Appendix, for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, you will make the intended deposit of funds in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and**

resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service for any reason. The deposit of original checks through methods other than the Mobile Deposit Service shall be governed by the terms and conditions of the applicable Account Agreement and not by the terms of this Appendix.

21. **We may from time to time request additional information from you in order to evaluate a continuation of the Mobile Deposit Service to be provided by us hereunder and/or adjustment of any limits set under the terms of this Appendix. You agree to provide the requested information promptly upon request by us, in the form that we require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Appendix or the Mobile Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Mobile Deposit Service according to the provisions hereof. You shall provide written notice to us of any changes to the information previously provided by you to us. Such notice must be received by us within five (5) business days of such change.**
22. **You agree to ensure that all appropriate management policies, controls and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with checks included in a Mobile Deposit. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are complying with the terms of this Appendix. You specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate.**

    You agree that you shall conduct an audit (not less than annually) to ensure that the sensitive personal and financial information you obtain is protected by document management procedures that comply fully in all respects with the terms of this Appendix.

    You agree to provide us, within five (5) business days of our request, a copy of (a) the audit report derived from the audit undertaken by you in order to comply with your obligations under this Appendix and (b) your SSAS 16 report, or such other comparable report detailing the policies, controls and procedures that you have put in place. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that you present a risk that is unacceptable, or if you refuse to give us access to your premises, we may immediately terminate your access to the Mobile Deposit Service according to the provisions hereof.
23. **You agree to hold confidential, and to use only in connection with the Mobile Deposit Service, all information furnished to you by us or by third parties from whom we have secured the right to use the Mobile Deposit Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques or business know how. Notwithstanding anything to the contrary contained herein, it is understood and agreed by you that the performance of the Mobile Deposit Service is or might be subject to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be requested of us in connection with any examination of the Bank or otherwise required under applicable law or regulations. The terms of this paragraph shall survive the termination of your use of the Mobile Deposit Service for any reason.**
24. **You agree to cooperate with us in the investigation of any unusual transactions, poor quality transmission, and resolution of client claims, including without limitation by providing, upon request and without further cost, any originals or copies of checks deposited through the Mobile Deposit Service in your possession and your records relating to such checks and transmissions.**
25. **You hereby indemnify the Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys**

(each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, the Mobile Deposit Service, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from any of the following: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to the Bank or (iii) failure to maintain compliance with the Rules; (b) (i) the Bank's provision of the Mobile Deposit Service and/or (ii) the Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person the Bank reasonably believes to be an Authorized User; (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities contained in this Appendix; and (d) your breach or violation of any Rules; provided, however, notwithstanding any of the foregoing, you shall not be obligated hereunder to indemnify the Bank for any damages solely and proximately caused by the Bank's gross negligence or willful misconduct.

Old Glory Bank
Business Debit Card Agreement

This BUSINESS DEBIT CARD AGREEMENT (this "Agreement"), is made and entered by and between **OLD GLORY BANK** ("Bank") and such business entity ("Company") that has an Account and requested a Card (each, as defined below), effective on the date listed in Section 20 hereof.

This Agreement governs Company's request for the issuance of, and use of a MasterCard Business Debit Card (the "Card") issued by Bank, connected to one or more Company's accounts at Bank (collectively, the "Accounts"). This Agreement supplements and incorporates the deposit account agreements which govern the business accounts of Company and which may be accessed by the use of the Card. If there is a conflict between those agreements and this Agreement, this Agreement shall control. Notwithstanding anything to contrary, the use of any Card verifies Company's acceptance of the terms and conditions of this Agreement.

1. **Issuance of Card(s).** Under the terms and conditions of this Agreement, and subject to Company's compliance with this Agreement, Bank agrees to issue Card(s) in the name of the Company and in the names of one or more authorized representatives of the Company (each, a "Cardholder") as requested by Company from time to time, subject to approval by Bank. Company acknowledges that Bank may undertake industry standard and other regulatory review and approval of each Cardholder and, therefore, Bank has the discretion to reject and/or terminate the rights of any individual Cardholder or Card (including, without limitation, for financial crimes), even if Company is in compliance with this Agreement.

    a. Each Card allows a Cardholder direct access to the Accounts, so Company will be liable for all activities of Cardholders, even if Company had no prior knowledge of a Cardholder's use. Bank will issue Cards and PINs to each Cardholder. Each Card will identify the Company's name and the name of the Cardholder. Bank may, but need not, restrict the number of Cardholders for each Account. All Card(s) must be signed immediately upon receipt by the Cardholder, but all Card(s) remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Card(s) are utilized or for who utilizes the Card(s).

    b. Once a Card has been issued to a Cardholder, it may not be transferred to another person. If an authorized Cardholder's employment or association with the Company is terminated, the Company will immediately notify the Bank in writing so that the Bank may cancel the Cardholder's Card. The Company may also terminate a Cardholders access to a Card for any reason upon notice thereof to Bank. Until the Bank receives such notification in writing, the Card shall remain subject to this Agreement and the Company shall remain liable for all transactions conducted by use of the Card.

    c. The dollar limitations of each Card may be changed from time to time by written request to Bank, subject to approval by Bank. Company agrees that Bank may also modify the dollar limitations at any time and from time to time and/or upon a transaction by transaction basis, including (without limitation) in situations where systems or communications fail or are unable to properly communicate the actual dollar limitation to the point of sale systems but where the transaction may occur upon a different dollar amounts.

    d. If a transaction on a Card involves other than U.S. currency, Company understands and agrees that the Bank will honor the transaction in U.S. currency at a conversion rate as may be adopted from time to time by MasterCard for such transactions.

2. **Business Card Purpose**. The Card may be used solely for business purposes relating to the business and activities of the Company. Subject to the foregoing, the Card may be used to purchase authorized goods and services via POS transactions and to obtain cash at designated ATM's. The Card is not a consumer card and will not be treated as such under the provisions of State and Federal law. Company will not have the benefit of any limitations of liability with respect to the unauthorized use of the Card. Company agrees to provide written instructions to each Cardholder that the Card may not be used for personal, family or household purposes. Under no circumstances is Bank responsible for or liable for, any unauthorized use of any Card.

3. **Security Procedures/Use of PIN**. Appropriate signatures or use of a PIN may be required to use a Card. Company agrees that Bank's security procedures are commercially reasonable in the context of Company's operations, requirements and internal procedures. Company agrees to establish prudent security standards and policies which include proper safeguards to protect the confidentiality of all PINs and which protect against the unauthorized use of the Card. Company is solely responsible for establishing and maintaining the procedures as required safeguarding against unauthorized use of the Card.

    a. Any use of the Card to pay for goods, services, or to withdraw funds from an ATM under this Agreement with or without a valid PIN or signature will be considered to be authorized, authentic, valid and binding upon the Company. The Bank is unconditionally considered to be acting in good faith with regard to such transactions whether or not authorized by Company.

    b. Company agrees to notify Bank immediately, followed by written confirmation, of any attempts or suspected attempts of unauthorized use of the Card. Company must also notify Bank, in the same manner, if Company suspects that any security procedure has been compromised. Company is responsible for all transactions initiated by the use of a Card whether authorized or unauthorized until Bank receives actual notice of the unauthorized use and for a commercially reasonable time thereafter as required by the Bank to stop or prevent unauthorized transactions. The occurrence of an unauthorized use of the Card will not affect the validity of any transactions which were initiated prior to receipt of such notification nor within reasonable time thereafter.

    c. Company understands that Bank may be required by MasterCard to honor certain point of sale transactions which have been properly initiated whether or not the transaction creates an overdraft or would otherwise be rejected under this Agreement. Accordingly, Company agrees to be fully responsible and indemnify the Bank for all amounts and obligations incurred by the use of a Card in a transaction where the Bank is required to honor the transaction by reason of its agreement with MasterCard.

    d. Company understands that it will not be able to stop payment on transactions originated by use of your Card, whether the transaction is authorized or unauthorized.

4. **Liability and Promise to Pay**. Company agrees to be, unconditionally and without limitation, liable for all Card(s) transactions, whether authorized or unauthorized, whether utilized by Cardholders or some other person, and whether arising from Card(s) lost or stolen. All Cardholders who are granted use of the Card(s) shall be deemed third party beneficiaries of the accommodations extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Cardholders shall be jointly and severally liable with Company for any Card(s) transactions made under the Card(s) issued to the respective Cardholder, whether authorized or unauthorized, whether utilized by Cardholders or some other person and whether arising from lost or stolen Card(s).

5. **Statement and Disputed Transactions.** Each statement cycle, Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by uses of all Card(s). Company is responsible for reconciling monthly statements timely and notifying Bank in

writing of any disputes, suspected errors and/or discrepancies (collectively, "Disputes"). Damages and losses resulting from Disputes regarding PIN based transactions are the sole responsibility and liability of Company. Disputes regarding signature based transactions shall be communicated in writing to Bank at the address indicated below. Communications shall include Cardholder and Company's names, the dollar amount of any Dispute, the reference number and description of the Dispute. Any communication regarding a Dispute must be received by Bank within sixty (60) days of date of the Monthly Statement on which the Dispute first appeared. If Bank receives timely written notice of a Dispute regarding a signature based transaction, Bank will attempt to resolve the suspected Dispute; provided, however that Bank does not represent or warrant resolution or reimbursement to Company, and damages and losses from such Disputes are the sole responsibility and liability of Company. Bank will attempt to resolve the Dispute by initiating an electronic return item to the originating financial institution or merchant disputing the transaction in question, and shall thereafter request a response from either the financial institution or merchant dispute within (90) days after initiating the electronic return item. Accounts of Company will be credited by Bank only upon (i) resolution of the Dispute in Company's favor, AND (ii) the receipt by Bank of such funds in Dispute. Bank will provide Company with a written reply when the investigation into the Dispute is complete. Company acknowledges and agrees that Regulation E does *not* apply to Business Accounts and/or any of the Cards.

6. **Notice and Communication.** All notices, requests and other communications provided for hereunder must be in writing and directed to Bank at the address indicated below. All notices, requests and other communications must be in writing, postage prepaid, hand delivered, or delivered via e-mail to an authorized e-mail of Bank.

   Old Glory Bank
   PO Box 20550
   Oklahoma City, OK 73156
   customerservice@oldglorybank.com

7. **Monthly Debit Card Fee.** A Monthly Debit Card Fee may be charged to Company's account for the privilege of having the Card(s). The Monthly Debit Card fee is payable whether or not any of the Card(s) are used. Notice of any fee, if ever, will be provided to Company at least 15 days in advance; whereupon, Company may terminate such Cards.

8. **Lost or Stolen Card(s).** If any of the Card(s) are lost or stolen, Company agrees to notify the Bank immediately by calling 888-446-5345 during the listed hours of Bank's call center.

9. **Termination.** Notwithstanding anything to contrary, Bank shall have the right, at its sole discretion, to immediately terminate Company's rights and privileges hereunder and/or any individual Card. Bank also has the discretion to cancel any Card or PIN upon the determination or suspicion of unauthorized use. In the event Bank cancels any Card or PIN under this provision, Bank will incur no liability to Company or Cardholder under any circumstance, unless required by law.

10. **Return of Card(s).** All Card(s) shall be deemed canceled effective upon termination of this Agreement and/or cancellation of any Card and Company shall instruct the Cardholders to cut in half all Card(s), and return to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.

11. **Amendments and Changes in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company of such amendments via e-mail, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. Company may terminate this Agreement and its Cards at any time, including if Company does not accept such amendment, but any use of the Cards will be deemed acceptance.

12. **Service Fees.** Bank may charge Company a reasonable charge for photocopies and reprints which Company or any Cardholder may request and for other special services as allowed by law.

13. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable. This Agreement, along with Old Glory Bank's Privacy Policy and other terms and conditions relating to your Accounts constitute the entire agreement between Company and Bank pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Nothing expressed or implied herein is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in their being deemed a third party beneficiary hereof or the Cards. Bank's failure to insist upon strict compliance with any provision of, or to assert any right under, this Agreement, including (without limitation to) our right to terminate any Card, shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Agreement.

14. **Governing Law.** This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and laws of the State of Oklahoma.

15. **Agreement to Arbitrate and Class Action Waiver**.

    a. ANY AND ALL CLAIMS OR DISPUTES BETWEEN COMPANY (AND EACH CARDHOLDER, IF HAVING ANY RIGHTS) AND BANK RELATING IN ANY WAY TO THE CARDS AND/OR THIS AGREEMENT MUST BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD ANY DAMAGES OR RELIEF ON YOUR INDIVIDUAL CLAIM THAT A COURT OF LAW COULD, INCLUDING INDIVIDUAL INJUNCTIVE RELIEF AND ATTORNEYS' FEES WHEN AVAILABLE UNDER THE GOVERNING LAW. AS SET FORTH IN THE CLASS ACTION WAIVER BELOW, ALL ARBITRATIONS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND THERE SHALL BE NO CLASS ACTIONS IN ARBITRATION. NOTWITHSTANDING THIS AGREEMENT TO ARBITRATE, COMPANY AND BANK MAY CHOOSE TO BRING INDIVIDUAL CLAIMS OR DISPUTES IN A SMALL CLAIMS COURT, PROVIDED THAT THEY FALL WITHIN THAT COURT'S JURISDICTION.

    b. Arbitrations will be administered by the American Arbitration Agreement ("AAA") under the AAA's Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at www.adr.org, and they include detailed information about how to initiate an arbitration. Company and Bank agree to each pay 50% of the AAA's Case Management Fee and any arbitrator fees. Each party shall be responsible for paying its own attorneys' fees.

    c. Company agrees that these terms affect interstate commerce. Accordingly, the Federal Arbitration Act and federal arbitration law will apply to this Agreement to Arbitrate and govern its interpretation and enforcement (notwithstanding the choice of law provision set forth in Section 14 above).

16. **Collection of Costs.** Subject to Section 15 above, if Bank hires an attorney to assist in collecting any amount due hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other as permitted by law.

17. **Disclosure of Charges.** Bank will charge (i) an out-of-network fee of $3.50 per transactions if a Card is not used with an in-network ATM, and (ii) a balance inquiry fee of $1.00 per transaction if not at an in-network ATM. Fees may be subject to sales tax and may change at any time at Banks discretion. If the use of any Card results in an overdraft, then such NSF fee that may apply shall be as set forth in the Business Account for Bank relating to the Accounts.

18. **Indemnification Agreement.** For and in consideration of taking the action described herein, Company hereby agrees to indemnify, defend and hold harmless Bank, its officers, directors, employees, agents, affiliates, predecessor and assigns (collectively "Indemnified Parties") from

any and all claims, liabilities, debts, demands, damages, expenses, contracts, judgments, executions or suits of any kind or nature suffered or incurred by the Indemnified Parties, or any of them, arising out of or in connection with the action described herein. This indemnity obligation shall survive termination of this Agreement.

19. **Authorization**. The representative of Company acting for and on behalf of Company with regard to this Agreement, does hereby represent and warrant to Bank that he/she is an authorized officer of Company and such representative is hereby authorized to accept and adopt this Agreement and bind the Company to its terms and conditions.

20. **Adoption and Date**. The Company is deemed to adopt this Agreement upon its receipt by a representative and the first use of any Card by Company and/or any Cardholder. **The effective date of this Agreement (as amended) is April 1, 2024**.

-End-

Ver: 6-15-25

Old Glory Bank

Payment Order (Wire) Agreement

We encourage you to read this entire document carefully.

Your safety and security are important to us. Unfortunately, due to the nature and speed of wire transfers, they are commonly abused by scammers to separate you from your money. Common red flags that can identify scams are that:

1. You do not know the person and they initiated contact with you.
2. They claim they are having an emergency or otherwise foster a sense of urgency.
3. They quickly declare a romantic interest in you or make an offer or opportunity that sounds too good to be true.
4. They only want payment via wire, gift cards, or crypt currency and tell you to "keep it a secret."

If you think you may be caught up in a scam, please visit https://www.consumerfinance.gov/ask-cfpb/what-are-some-common-types-of-scams-en-2092/ for more information and helpful resources.

This Payment Order Agreement (this "Agreement") is entered into between Old Glory Bank (or "Bank") and you, the account owner ("Customer" or "you") requesting a Payment Order. You hereby request Old Glory Bank to act upon instructions from you to transfer funds on the terms and conditions set forth in this Agreement. This Payment Order service is offered by Bank as a method to transfer funds electronically (including by wire transfer) for our Customer.

The following rules shall apply to all Payment Orders processed by Old Glory Bank.

All U.S. federal and state laws, regulations, rules, and funds transfer arrangements apply. All Payment Orders are subject to Uniform Commercial Code Article 4A, as adopted in the state in which you have your account with us. The Agreement is also subject to all clearing house association rules, and rules of the Board of Governors of the Federal Reserve System and their operating circulars.

We will accept Payment Orders only if you consent and agree to the terms of this Agreement, and **YOUR REQUEST FOR ANY PAYMENT ORDER IS YOUR EVIDENCE OF YOUR CONSENT AND AGREEMENT TO THIS AGREEMENT**.

You must have sufficient funds in the selected account plus funds for the associated fees (Refer to our Fee Schedule) to execute the Payment Order. Further, to diminish the incidences of fraud, the funds in your account must have been in such account for at least 2 business days.

To protect you from unauthorized transfers, we employ commercially reasonable security procedures prior to executing a Payment Order. By submitting a Payment Order request, you acknowledge that our security procedures are commercially reasonable, agree to the security procedures, and acknowledge that you will be liable for any Payment Order or communication amending or canceling a funds transfer order, whether or not authorized, that is issued in your name and accepted by the Bank in compliance with the agreed upon security procedure.

When processing a Payment Order, we rely upon the account number or bank identification number that you provide, regardless of whether those numbers match the recipient's or bank's name. We and any bank

involved in the transaction are not liable for loss of funds caused by the provision of incorrect identifying numbers provided to us by you.

Please be aware of the following specifics related to the execution of Payment Orders.

Payment Orders received after our cutoff time will be processed the following banking day. Funds transfer orders received for credit to your account after our cutoff time will be considered received the following banking day. The cut-off time for domestic wires is 4:00pm CT and for international wires is 1:00pm CT (excluding Bank holidays).

Once we commence processing a Payment Order, we will not be able to change or cancel such any time request. If we have not yet commenced processing your Payment Order, you may cancel or amend such Payment Order if we receive the communication of cancelation or amendment before, assuming we have reasonable opportunity to act on it before we commence processing such Payment Order. If we have already commenced processing a Payment Order, you cannot cancel it or amend it unless the recipient's bank agrees. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for such Payment Order.

All Payment Orders are subject to an internal review of the details of the Payment Order, including recipient details. An inquiry with the Office of Foreign Asset Control ("OFAC") is required for all Payment Orders. The internal review and inquiry with OFAC may delay or stop the processing of a Payment Order.

For international Payment Orders, we may send Payment Orders in US Dollars or we may convert your Payment Order into foreign currency, depending on the country of the recipient. If sent in US Dollars, the recipient's bank (or another financial institution involved in processing) may convert the payment into the recipient coutnry currency. You agree to the conversion and to the subtraction from the Payment Order any exchange or other fees that may be imposed by Old Glory Bank, the recipient bank or another financial institution involved in processing the Payment Order.

You agree to notify us in writing of any unauthorized or erroneous Payment order within thirty (30) days from the date you first received notification from us either that the Payment Order was accepted or your account was debited with respect to the Payment Order. Should you fail to so notify us of any unauthorized or erroneous Payment Order, we will not be liable to you for any subsequent similar occurrences that we could have prevented had we received such notice.

In the event we are ever liable to you for damages due to a Payment Order, your damages will be limited to damages required by UCC 4A or, to the extent applicable, Regulation E, Subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including (without limitation) any processor, any country's centra bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any Payment Order or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including (without limitation) governmental, legal or regulator restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars, or riots. NOTWITHSTANDING ANYTHING TO CONTRARY, WE WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS PROFITS, PUNATIVE OR SPECIAL DAMAGES (EVEN IF ADVISED OF THE POSSIBKLITY OF SUCH DAMAGES), COURT COSTS OR ATTORNEY'S FEES, UNLESS OTHERWISE REQUIRED BY LAW OR REGULATION. If you make a Payment Order that instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in compliance with applicable law.

Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with reasonable care.

We make no warranties with respect to fees charged by other financial institutions with respect to your Payment Order. We will not be liable for failure to comply with the terms of any funds transfer order (ACH, wire transfer, or other electronic service) when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Bank.

You hereby indemnify the Bank, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this Agreement, except where applicable law precludes your indemnification.

We may change the terms of this Agreement, including fees and features of the services, at any time. If any change would adversely affect you, we will notify you in advance as required by law, unless the change is necessary to comply with a legal requirement.

IN WITNESS WHEREOF you have Accepted this Agreement and Agree to Be Bound by its terms via Electronic Acceptance/Signature.

OLD GLORY BANK

OLD GLORY PAY

BUSINESS TERMS AND CONDITIONS

Effective Date: August 1, 2025

1. **Agreement**. This business service agreement (this "Service Agreement") is entered into between you and Old Glory Bank, an Oklahoma Banking Corporation ("Old Glory Bank," "we" or "us"). Old Glory Pay is a division of Old Glory Bank and not a separate entity. The effective date of this Service Agreement, as may be amended from time to time, is as set forth above.

   1.1. By installing or using the Old Glory Pay for business mobile application (our "App") and/or accessing or using any such Old Glory Pay services (collectively, the "Business Service"), you agree to be bound to this Service Agreement. If you do not agree to this Service Agreement, do not install (or immediately uninstall) the App and do not use (and discontinue use of) the Business Service.

   1.2. Even though you may be able to view and download the App, all functionality and features of the Business Service are only available to Old Glory Bank customers in good standing who also have an active Liberty Business Checking Account and/or Liberty Business Premium Checking Account (as the case may be, an "OGB Business Account"), and you are then in good standing under this Service Agreement and the other Business Account Agreements effective to your OGB Business Account (as the case may be, an "Authorized User" or "you").

      A. To participate as an Authorized User in the Business Service, you must enroll in the Business Service on the Old Glory Pay App through your mobile device. We reserve the right to deny your enrollment or request additional information from you if (without limitation) you do not provide accurate requested information, if we cannot verify your identity, or if we have concerns about fraud or security.

      B. To be an Authorized User, the "control" person on such OGB Business Account must be at least 18 years of age, be a U.S. resident (not including U.S. territories) and have the authority to authorize debits from and credits to the applicable OGB Business Account.

   1.3. You agree to comply with all of the terms and conditions of this Service Agreement, including your agreement to resolve disputes by arbitration on an individual basis, pursuant to Section 16 below. You also agree that nothing in this Service Agreement modifies or alters Old Gory Bank's terms and conditions (Business Account Agreement), Privacy Policy, and other terms you agreed to in connection with opening an OGB Business Account.

   1.4. We may change this Service Agreement, in whole or in part, at any time and from time to time, which change(s) will become effective when posted in our App, unless

such change reduces your rights or increases your responsibility; whereupon, such effective date will be 21 days following the date we make such update available to you via notice. Your continued use of the Business Service is your agreement and acceptance of all such changes. If you do not want to accept any such changes, you must stop using the Business Service.

1.5. This Service Agreement also governs any updates to Business Services or additional and new services to Old Glory Pay, unless separate terms accompany same, in which case such separate terms will apply.

2. **User Content in Memo Fields**.

2.1. Old Glory Pay includes a memo field in which you can type content and messages for other users of Old Glory Pay when sending and requesting payment. You agree that you will not upload, post, transmit, distribute, or disseminate through the Business Service (including such memo fields) any material (collectively, "User Content") that: (a) is unlawful; (b) encourages unlawful conduct; (c) breaches or infringes any rights of any third party, including rights of publicity or privacy; or (d) contains corrupted data or destructive files.

2.2. Although we do not have any obligation or duty to monitor User Content, we have the discretion to remove any User Content at any time, including (without limitation) User Content that violates this Service Agreement. We may (but we are not obligated to) monitor User Content to detect and prevent fraudulent activity or violations of this Service Agreement. Because it is impossible to prevent bad behavior from all Authorized Users, you accept that by using the Business Service, you may be exposed to User Content that is offensive, indecent, or objectionable. Old Glory Bank is not responsible for, and assumes no liability for, any User Content, including any loss or damage to any of your User Content. We do not make any representation or warranty that User Content uploaded by an Other OG Pay User (as defined below) accurately identifies such Other OG Pay User or the goods or services proffered.

3. **Types of Payments**.

3.1. **Sending Payments**. You can use the Business Service to send money to business and/or consumer customers of Old Glory Bank who are authorized to use Old Glory Pay (collectively, "Other OG Pay Users"). Without limitation, examples of ways to use the Business Service to send payments could be (without limitation) to buy goods or services, make donations, pay employees, pay contractors, and/or give gifts.

3.2. **Accepting Payments**. You can also use the Business Service to accept payments from Other OG Pay Users via Old Glory Pay. However, when you receive payments via Old Glory Pay with this Business Service, you may have to pay a Settlement Fee (as defined below), and you will be bound to the other terms and

conditions set forth below, which includes (without limitation) your agreement to our Dispute process in Section 6 below.

3.3. **Requesting Payments.** You can request money to be sent to you from another Other OG Pay User, which other user will have to "approve" before money is sent to you. Likewise, Other OG Pay Users can request that you send money to them via the Business Service, which you will have to "approve" before money is sent to them (and assuming you then have sufficient available funds in your linked OGB Business Account).

3.4. **Settlement**. Generally, settlement of payments via the Business Service is immediate (within a few minutes). However, Old Glory Bank is not liable for losses or damages arising from any non-delivery or delayed delivery of any payments via the Business Service, other than our obligations for an "error' as set forth in Section 9 below.

3.5. **Insufficient Funds**. Old Glory Pay will not send money you request to transfer if your linked OGB Business Account does not contain sufficient funds and Old Glory Bank will not have any liability therefrom. If Old Glory Pay does send money you request to transfer and your linked OGB Business Account has insufficient funds, then the terms and conditions of the Business Account Agreement for your OGB Business Account with regard to insufficient funds will apply, including (without limitation) any NSF fees that may be charged thereunder.

3.6. **Limited Uses**. You agree that you will only use the Business Service for lawful purposes. You agree to not use the Business Service for an activity that is illegal under State or Federal Law, including (without limitation to) the sale or distribution of Cannabis, regardless of your state of residence or activity. You further agree not to use the Business Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, or payments otherwise prohibited by law, and you agree that you will not use the Business Service to request money from anyone for any such payments.

A. You may not use Old Glory Pay as a debt collection service. Without limiting the foregoing, you agree that you will not engage in debt collection with the Business Service and/or request money for the collection of a debt that is owed to you or another person for any reason. In this regard, you agree to indemnify, defend and hold harmless each of the OGB Parties (as defined in Section 13.1 below) from and against all claims, losses, expenses, damages and costs and reasonable attorneys' fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

B. You agree to receive money requests from others and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and may not be reviewed or verified by Old Glory

Pay. Old Glory Pay does not assume responsibility for the accuracy or legality of such requests and does not act as a debt collector on your behalf or on behalf of the sender of a request for money.

4. **Sending Payments via the Business Service**.

4.1. **PAYMENTS ARE IRREVOCABLE**. Except for a limited circumstance (i.e., certain Dispute Claims in Section 4.3 below), sending money via Old Glory Pay is like giving someone cash. **You cannot get it back**. If you send money to the wrong person, you cannot get it back. If you send money to someone who then does not do something you expected, you cannot get it back. If you send money to someone who tricked you, you cannot get it back. Always think about sending money via Old Glory Pay as if you are sending cash. Once it is sent, the payment transaction has occurred (generally in real-time) and it is irrevocable. It is gone forever!

A. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE OLD GLORY PAY NICKNAME FOR THE PERSON TO WHOM YOU ARE SENDING MONEY OR FROM WHOM YOU ARE REQUESTING MONEY, AND THAT YOU, NOT OLD GLORY BANK, ARE SOLELY RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOU ENTERING THE INCORRECT NICKNAME.

B. ONCE YOU INITIATE A TRANSFER OF MONEY TO ANYONE VIA THE OGB BUSINESS SERVICE, YOU HAVE NO ABILITY TO STOP THE PAYMENT. BY USING THE OGB BUSINESS SERVICE, YOU AGREE AND AUTHORIZE OLD GLORY BANK TO INITIATE DEBIT ENTRIES TO YOUR OGB BUSINESS ACCOUNT LINKED TO OLD GLORY PAY.

C. DO NOT USE THE BUSINESS SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

4.2. **Limitations on Amounts**. Within our App, you will see the aggregate maximum amount you are permitted to send via Old Glory Pay at any given time. These limits are set to protect you, but if you want to request that they be increased, please call Customer Service at 888.446.5345 (88844OldGlory). We will consider many factors when analyzing your request and we cannot promise that your request will be accepted.

4.3. **Right to file a Dispute Claim when Sending Payments**. Although not required by law, Old Glory Bank offers you a method to file claims to dispute certain payments by you when sending payments for the purchase of goods or services (or making donations) to business customers of Old Glory Bank accepting payments

via the Business Service (if applicable, a "Dispute Claim"). **THERE IS NO RIGHT OR ABILITY TO DISPUTE A PAYMENT TO A *CONSUMER'S* BANK ACCOUNT, EVEN IF YOU CONSIDER THE TRANSACTION TO BE FOR A BUSINESS PURPOSE AND EVEN IF YOU ARE USING THE BUSINESS SERVICE**. Your limited right to file a Dispute Claim is subject to the terms and conditions set forth in this Section 4.3.

A. Prior to initiating a Dispute Claim, you must have made a good faith, attempt to resolve such dispute directly with the business that you paid. We may request that you provide to us evidence of your attempted resolution.

B. To initiate a Dispute Claim, you must send an e-mail to OGPayInquiry@oldglorybank.com no later than 60 days following the date you sent the payment underlying such Dispute Claim.

   i **DO NOT INCLUDE ANY PERSONAL INFORMATION WITHIN YOUR E-MAIL TO INITIATE A DISPUTE CLAIM**. Merely provide your Old Glory Pay nickname, the Old Glory Pay nickname of the business account you sent payment to via the Business Service, plus a general description of the circumstances underlying the Dispute Claim. DO NOT INCLUDE YOUR ACCOUNT NUMBER, SOCIAL SECURITY NUMBER, OR HOME ADDRESS.

   ii Upon receipt of your claim, we will e-mail to you a **Dispute Claim Number** for such Dispute Claim.

   iii Old Glory Bank cannot currently accept calls into our call center to make Dispute Claims, but we may call you once a Dispute Claim is initiated. If during the process, you have any questions, please send an e-mail to OGPayInquiry@oldglorybank.com and reference your Dispute Claim Number.

C. Once we receive your Dispute Claim, we will act reasonably and in good faith to resolve such Dispute Claim, which may require you to send to us certain information. We will use commercially reasonable efforts to resolve each Dispute Claim within 30 days.

D. If we resolve a Dispute in favor of you, then we ***may*** be able to cause such business to return to you the applicable amount and/or debit such amount from the applicable OGB Business Account and credit such amount to your Old Glory Bank account connected to Old Glory Pay. **We emphasize "may" because our Dispute Claim process is not a "purchase protection" or other type of guaranty**. If we resolve a Dispute Claim in your favor, then our *only* ability to cause a refund to you is if such business still has an OGB Business Account and has sufficient funds in such OGB

Business Account. **WE DO NOT GUARANTY ANY AMOUNTS**. Therefore, please only do business with merchants that you know and trust.

4.4. **No Fees for Sending Payments**. Old Glory Pay charges no fees to send money via the Business Service. However, we do generally charge when you receive payments via the Business Service as set forth in Section 5.6 below.

5. **Accepting Payments via the Business Services**. If you use the Business Service to accept payments in connection with your sale of goods or services, other commercial services, and/or to receive donations (collectively, "Business Receipts") from your customers ("your customers"), you must comply with the terms of this Section 5 (without limitation) to any other provision of this Service Agreement.

5.1. **Customer Information**. You must publish customer service information with clear instructions on how your customers can contact you. Such instructions must include at least one active customer service email address or active customer service URL to file tickets for assistance. Such information must be readily accessible for review by your customers.

A. You must publish a refunds and returns policy.

B. You must publish a privacy policy, where required by law.

5.2. **In-store payments**. If you accept Old Glory Pay at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

5.3. **QR Code**. You must use Old Glory Pay's QR code to accept payments via Old Glory Pay, whether in-store or via online.

5.4. **Future Functionality: Preauthorized Payments**. As part of a future update to Old Glory Pay, you, as a seller, may be able to accept payments from your customer through preauthorized transfers with Old Glory Pay, either on a one-time, regular or sporadic basis. Upon this functionality being available, then this type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-approved payment" or "automatic payment."

5.5. Upon this functionality being available, if you receive preauthorized payments from customers:	
You must:	You must not:
Get each customer's prior authorization for the amount, frequency, and duration of any such payment.	Restart future payments without the customer's written authorization, if a customer has stopped or canceled a preauthorized payment.
Provide a simple and easily accessible online cancelation procedure, if customers sign up for preauthorized payments online.	
Provide customers the ability to stop any such payment up to 3 business days before the date scheduled for payment.	
Notify the customer at least 10 days in advance of the amount and date of each preauthorized payment if the preauthorized payment will vary from the preauthorized amount or (at the customer's option) any payment that is in an amount that falls outside of the pre-determined range.	

5.6. **Settlement Fee**. Old Glory Bank will charge you, and you agree to pay, a settlement fee equal to 1.99% of the gross amount transmitted to you via Old Glory Pay for all Business Receipts (the "Settlement Fee"). Such gross amount includes all payments by your customer to you, including any service charges, taxes, and/or gratuities paid to you via Old Glory Pay.

A. 90-Day Waiver. Notwithstanding the foregoing, Old Glory Bank agrees to waive the Settlement Fee for the first 90 days of your use of Old Glory Pay, calculated from the first day that you (or any affiliated account with Old Glory Bank) accepts the first payment via Old Glory Pay. There will be only one fee waiver under this Section 5.6.A for all Old Glory Bank business accounts owned or controlled by you.

B. Waiver for Tax-Exempt Charities. If you are a tax-exempt charity (e.g., IRC 501(c)(3)) and you are using Old Glory Pay to accept payments for charitable purposes (including donations), you may make a request from us for a "charity waiver," of the Settlement Fee which Old Glory Bank agrees to consider in good faith in a nondiscriminatory manner. Such request can be made via OGPayInquiry@oldglorybank.com. Dispute Fees (defined below) are not subject to waiver.

C. Invoicing and Payment. Old Glory Bank will invoice you in arrears for the amount of the outstanding aggregate Settlement Fee, and Dispute Fee in such frequency as determined by Old Glory Bank from time to time, but at least monthly. Unless you object to such invoice within 10 days of receipt by written notice to OGPayInquiry@oldglorybank.com, Old Glory Bank will automatically deduct such invoice amount from any business account you maintain with Old Glory Bank. Such automatic deduction is without limitation to Old Glory Bank's rights to such Settlement Fees and Dispute Fees and your obligation to timely pay such amount (which amount is due within 11 days of the date of such invoice).

5.7. **Invalidated Payments**.

A. Payments to you may be invalidated and reversed by Old Glory Bank if:

i You do not fulfill the transaction as promised and/or you cannot provide proof of shipment or proof of delivery when required, including (without limitation) as we determine in our investigation of a Dispute Claim under Section 6 hereof.

ii Old Glory Bank sent the payment to you in error.

iii Someone using Old Glory Pay mistakenly sent to you a payment in error.

iv The Old Glory Pay payment was unauthorized by the applicable customer.

v You received the payment for activities that violated this Service Agreement.

B. When you receive a payment via Old Glory Pay, you are liable to Old Glory Bank for the full amount of the payment sent to you via Old Glory Pay plus the Dispute Fee if the payment is later invalidated or reversed under the terms hereof (or by applicable law). If the balance in your Old Glory Bank business accounts do not cover the payment amount due hereunder (including applicable fees), such deficit represents an amount that you owe to us, and, in this situation, you must immediately add funds to your business bank account to resolve such deficit. If you do not, Old Glory Bank may engage in collection efforts to recover the amount due from you, without limitation to any other rights hereunder or applicable law.

5.8. **No Surcharge**. You agree that you will not impose a surcharge or any other fee for accepting Old Glory Pay as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-Old Glory Pay transactions.

5.9. **Taxes and Information Reporting**. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "taxes"). It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. Old Glory Bank is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

A. You acknowledge that we may make certain reports to tax authorities regarding transactions that we process. For example, Old Glory Bank is required to report to the Internal Revenue (on a 1099-K) the total amount of Business Receipts you receive each calendar year into all of your accounts associated with the same tax identification number once you receive more than (i) $20,000 in payments for good and services (, and (ii) process more than 200 transactions involving goods or services through those Old Glory Pay accounts in the same calendar year (the "Reporting Threshold"). After December 31, 2023, the Reporting Threshold is expected to be reduced to $600 in aggregate payments for goods or services (and the 200 minimum number of transactions as a reporting threshold will be eliminated). Old Glory Bank is also required to report certain payments for goods and services to applicable state and local governments.

B. Old Glory Bank's IRS, state, and local reporting obligations are not limited to payments you receive for goods and services transactions. If you receive other types of income, those may also be reportable payments. In summary, Old Glory Bank is a law and order Bank and we will not allow our Business Service to be used to avoid payment of income taxes in any applicable jurisdiction. We absolutely push back against government overreach (especially with regard to the First and Second Amendments), and we will not allow our Bank to be used by criminals.

6. **Disputes when you Receive Payments**.

6.1. **Process**. Although not required by law, Old Glory Bank offers customers a method to file claims to dispute a payment to you via Old Glory Pay (each, a "Dispute"). By accepting payments via the Business Service, you hereby consent to our Dispute process, which we agree to conduct in a good faith and in a diligent manner. We will always request that you provide a response (and supporting documentation) to such Dispute, which you must do within 10 days of our notice to you. Of course, it is our strong desire that you first attempt to resolve all claims and controversies directly with your customers. If we resolve a Dispute in favor of the customer, you acknowledge and agree that the amount in controversy shall be promptly refunded to such customer, without limitation to the Dispute Fee. We may automatically deduct such amounts from your bank account.

6.2. **Dispute Fee**. We will charge a dispute fee when your customer files a dispute claim or chargeback with Old Glory Bank for a transaction that was processed through Old Glory Pay, in the amount of $10.00 per dispute transaction (the "Dispute Fee"). This Dispute Fee will not be charged under circumstances set forth in Section 6.2.B below.

A. The Dispute Fee will accrue when the dispute case is created. Such aggregate Dispute Fees for any given billing period will be included within the invoice sent to you pursuant to Section 5.6.C hereof.

B. You will *not* be charged a Dispute Fee for the following:

i Inquiries or claims that are resolved directly between you and your customer and *not* escalated to a Dispute claim with Old Glory Bank.

ii Disputes decided in your favor by Old Glory Bank hereunder.

6.3. Old Glory Bank includes in Section 4.3 above, and in the customer terms and conditions for a consumer's use of Old Glory Pay, that *prior* to your customer filing a Dispute with Old Glory Bank against you, they must first contact you directly to resolve such dispute directly with you. However, even if such customer fails to contact you directly and/or we believe you failed to timely respond to such customer, Old Glory Bank has the full discretion to process such Dispute under the terms hereof.

7. **Service License**. Subject to this Service Agreement and any other applicable terms (for example, the marketplace from which you download our App), Old Glory Bank grants to you a personal, limited, non-exclusive, non-transferable and revocable license to use the Business Service for personal (non business) use on one mobile device.

7.1. We own or license the text, pictures, music, barcodes, videos, data, hyperlinks, displays, and other content associated with the App and Business Service (collectively, "Our Content"). Our Content may be protected by copyright, trademark, and other intellectual property laws. Although we make our App freely accessible, we are not giving up any rights to any of Our Content or materials in the App, and no rights are transferred to you when you use the Business Service. You may not frame any of Our Content or incorporate Our Content into another website, service, or app. Other than the limited license granted herein, you have no other right, title, or interest in the App or Business Service. As between you and us, all rights not expressly granted to you are fully reserved by us.

7.2. You shall not (1) modify, port, translate, adapt, enhance or create any derivative works of or from the App, (2) decompile, disassemble, reverse engineer, attempt to reconstruct, identify or derive any source code, underlying user interface techniques or algorithms from the App or disclose or decrypt any of the foregoing, (3) knowingly take any action that would cause the App or any component of Business Service to enter the public domain, (4) resell, transfer or distribute the App or Our Content, (5) remove, alter or obscure any proprietary notice (including a copyright

or trademark notice) within the Business Service, or (6) install, use or permit the App to reside on more than one mobile device at a time, other than by separate downloads of the App in accordance with this Service Agreement.

8. **Mobile and Text Services and Use of Your Information**. By law, we are required to obtain, verify, and record information that identifies senders and recipients of money via the Business Service. All Business Service features may use, maintain, or transmit your personal information, including (without limitation to) user names, passwords, proper names, email address, address, location, account information, and GPS location information (collectively "User Information"). By acknowledging and agreeing to this Service Agreement and/or by using the Business Service, you consent to the transmission of User Information solely for purposes of you using the Business Service, which may include access by our third-parties that provide technology to us to operate the Business Service, as more fully described in Old Glory Bank's Privacy Policy.

8.1. By using the Business Service, you represent and warrant that you are an Authorized User of the Business Service.

8.2. You consent to the receipt of emails, text messages, and App notifications from us relating to the Business Service and other Authorized Users that are sending to you money or requesting money from you. You agree that we may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. Without limitation to your obligations under Old Glory Bank's terms and conditions, you agree to immediately notify us if any phone number you have registered with the Business Service is (i) surrendered by you, or (ii) changed by you.

8.3. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including for short message service. Please check your mobile service agreement for details or applicable fees as Message and Data rates may apply.

9. **Error Resolution**. Without limitation to Sections 4 or 5 above, if you have a question about a payment sent via the OGB Business Service, please try to solve your question by contacting the recipient. Again, sending money via Old Glory Pay is like sending cash. There is no getting it back, unless the recipient decides to give it back to you (and he or she probably won't) and/or Section 5 applies.

9.1. An "Error" means the following:

A. When money is incorrectly placed into your Old Glory Bank account, or when a transaction is incorrectly recorded in your Old Glory Bank account.

B. An incorrect amount is credited to your Old Glory Bank account.

C. A transaction is missing from or not properly identified in your Old Glory Bank account statement.

D. We make a computational or mathematical error related to your Old Glory Bank account.

9.2. Notwithstanding the foregoing, if you give someone access to your Old Glory Bank account (by giving them your login information) and they use your Old Glory Bank account without your knowledge or permission, this is not an Error. You are responsible for transactions made in this situation. Also, a customer Dispute and/or the resolution thereof is not an Error.

9.3. Notify us as soon as you can, if you think any invoice for any Settlement Fee, Dispute Fee, or other amounts are wrong. We must hear from you no later than 60 days after we sent the FIRST invoice/statement on which the problem or error appeared. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

9.4. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Old Glory Bank account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Old Glory Bank account.

9.5. We will rectify any processing error of Old Glory Pay that we discover. If the error results in:

A. You receiving less than the correct amount to which you were entitled, then we will credit your Old Glory Bank account for the difference between what you should have received and what you actually received.

B. You receiving more than the correct amount to which you were entitled, then we will debit your Old Glory Bank account for the difference between what you actually received and what you should have received.

C. If we do not complete a transaction on time or in the correct amount, then we will not be responsible to you for any consequential damages, lost profits, or punitive damages, without limitation to Section 13 hereof .

9.6. For error resolution, please contact us by telephone at 888.446.5345 (88844OldGlory) or e-mail at OGPayInquiry@oldglorybank.com as promptly as you can. Alternatively, you can send to us a letter at P.O. Box 20550, Oklahoma City, OK 73156, Attn: Old Glory Pay. If you send a letter or e-mail, you must include the following details to allow our team to analyze the transaction. Describe the error or the transfer you are unsure about (including the dollar amount and date of the payment transaction) and explain why you believe it is an error.

9.7. **Invoice Errors**. Without limitation to Old Glory Bank's right to deduct your account for the amount of any undisputed invoice relating to Settlement Fees and/or Dispute Fees, you will have sixty (60) days to notify Old Glory Bank in writing to OGPayInquiry@oldglorybank.com of any errors or discrepancies with respect to your invoice. If you do not notify Old Glory bank within such timeframe, you accept such information as accurate, and Old Glory Bank shall have no obligation to make any corrections, unless otherwise required by applicable law. For the purposes of this provision, such pricing or fee errors or discrepancies are different than unauthorized transactions and other electronic transfer errors which are each subject to different notification timeframes as set forth in this Service Agreement or as may be applicable under law.

10. **Your Liability for Unauthorized Transfers**.

10.1. Please immediately call Old Glory Pay at 888.446.5345 (88844OldGlory) if any of the following occur:

A. YOU BELIEVE THAT YOUR OLD GLORY PAY PASSWORD HAS BEEN COMPROMISED OR STOLEN. (FOR YOUR PROTECTION, WE RECOMMEND THAT YOU MAKE SURE YOU HAVE ENABLED A PASSWORD, FINGERPRINT OR FACIAL RECOGNITION ON YOUR MOBILE DEVICE.)

B. YOU BELIEVE THAT A TRANSFER OF MONEY HAS BEEN MADE FROM YOUR OGB BUSINESS ACCOUNT WITHOUT YOUR PERMISSION VIA OLD GLORY PAY.

C. AN UNAUTHORIZED PERSON HAS DISCOVERED YOUR OLD GLORY PAY PASSWORD OR ACCESSED THE OLD GLORY PAY APP ON YOUR MOBILE DEVICE AND/OR TRANSFERRED MONEY FROM YOUR OGB BUSINESS ACCOUNT USING OLD GLORY PAY WITHOUT YOUR PERMISSION.

10.2. Promptly calling Old Glory Pay is the best way of keeping your possible losses down. The limit on your liability for unauthorized transfer amounts is as follows:

A. **If you report the loss of your Old Glory Pay password or mobile device to us within two (2) business days** after learning of its theft or loss, your liability will not exceed the lesser of: (i) $50, or (ii) the amount of any unauthorized transfers that occur before you reported the loss of your password or mobile device.

B. **If you do not report the loss of your Old Glory Pay password or mobile device within such two (2) business days,** then your liability may not exceed the lesser of: (i) $500, or (ii) the amount of unauthorized transfers that occur before you reported the loss of your password or mobile device (whichever is less), plus the amount of unauthorized transfers that occur after the two (2) business days and before you reported the loss of your

password or mobile device, if those unauthorized transfers would not have occurred if you had reported the loss.

11. **Termination, Suspension, or Cancellation**.

11.1. We reserve the right at any time to terminate or suspend the Business Service, with or without notice. Upon such termination or suspension, outstanding payment requests will also be terminated, but any payment transfers already in process will be completed, and no new transfers can be initiated. Old Glory Bank reviews many factors before terminating or placing a suspension, including (without limitation) account tenure and past Disputes.

11.2. If at any time while you are enrolled in the Business Service, you do not send or receive money using the Business Service for a period of 12 consecutive months, we may terminate your enrollment and you will not be able to send or receive money with the Business Service until you enroll again.

11.3. You may temporarily suspend and/or terminate the Business Service at any time within the App. If you terminate the Business Services, then you mush also delete the App off all of your mobile devices. Canceling your use of the Business Service means Old Glory Pay will inactivate your Nickname and you will no longer be eligible to send money via the Business Service. At the time you cancel your use of the Business Service, any transfers in process using the Business Service will be completed, but no new transfers will be initiated. You must re-enroll with Old Glory Pay to again send payments with the Business Service. Upon cancelling your use of the Business Service, we may retain your information in accordance with Old Glory Bank's Privacy Policy and/or as may be required to comply with applicable law.

11.4. Any obligations or liabilities incurred by you prior to the date of termination of the Business Service shall survive the termination of this Service Agreement.

12. **Disclaimer of Warranties**. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, OLD GLORY PAY MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE BUSINESS SERVICE. OLD GLORY PAY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. OLD GLORY PAY DOES NOT WARRANT THAT THE BUSINESS SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

13. **Limitation of Liability**.

13.1. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL OLD GLORY BANK, ITS DIRECT OR INDIRECT OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS AND/OR THEIR AGENTS (COLLECTIVELY, THE "OGB PARTIES") BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE BUSINESS SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE BUSINESS SERVICE DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE BUSINESS SERVICE DESCRIBED OR PROVIDED, EVEN IF OLD GLORY PAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE BUSINESS SERVICE OR WITH THE TERMS OF THIS SERVICE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BUSINESS SERVICE.

13.2. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ANY OF THE OGB PARTIES IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

14. **Indemnification**. You acknowledge and agree that you are personally responsible for your conduct while using the Business Service, and except as otherwise provided in this Service Agreement, you also agree to indemnify, defend and hold harmless the OGB Parties from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Business Service, or any violation by you of the terms of this Service Agreement.

15. **Governing Law; Choice of Law; Severability**.

15.1. Without limiting Section 16 below, this Service Agreement will be governed by and construed under the laws of the State of Oklahoma, excluding only its conflict of law provisions, and shall inure to the benefit of Old Glory Bank, its successors and assigns, whether by merger, consolidation or otherwise. By using the App or the Business Service, you hereby submit to the exclusive jurisdiction of the courts within the State of Oklahoma and waive any jurisdictional venue or inconvenient forum objections to such courts. You further agree to comply with any applicable federal, state and local laws in your use of the Business Service. If any provision

of this Service Agreement is found to be unenforceable for any reason by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Service Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

16. **Agreement to Arbitrate and Class Action Waiver**.

16.1. ANY AND ALL CLAIMS OR DISPUTES BETWEEN YOU AND ANY OF THE OGB PARTIES RELATING IN ANY WAY TO THE SERVICE AND/OR THIS SERVICE AGREEMENT, OR THE OLD GLORY BANK PRIVACY NOTICE, MUST BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD ANY DAMAGES OR RELIEF ON YOUR INDIVIDUAL CLAIM THAT A COURT OF LAW COULD, INCLUDING INDIVIDUAL INJUNCTIVE RELIEF AND ATTORNEYS' FEES WHEN AVAILABLE UNDER THE GOVERNING LAW. AS SET FORTH IN THE CLASS ACTION WAIVER BELOW, ALL ARBITRATIONS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND THERE SHALL BE NO CLASS ACTIONS IN ARBITRATION. NOTWITHSTANDING THIS SERVICE AGREEMENT TO ARBITRATE, YOU AND OLD GLORY BANK MAY CHOOSE TO BRING INDIVIDUAL CLAIMS OR DISPUTES IN A SMALL CLAIMS COURT, PROVIDED THAT THEY FALL WITHIN THAT COURT'S JURISDICTION.

16.2. Arbitrations will be administered by the American Arbitration Agreement ("AAA") under the AAA's Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at www.adr.org, and they include detailed information about how to initiate an arbitration. You and Old Glory Bank agree to each pay 50% of the AAA's Case Management Fee and any arbitrator fees. Each party shall be responsible for paying its own attorneys' fees.

16.3. You agree that these terms affect interstate commerce. Accordingly, the Federal Arbitration Act and federal arbitration law will apply to this Agreement to Arbitrate and govern its interpretation and enforcement (notwithstanding the choice of law provision set forth in Section 15 above).

16.4. **CLASS ACTION WAIVER**. ALL CLAIMS AND DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU AND OLD GLORY BANK WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS ACTION AS A CLASS REPRESENTATIVE OR AS A CLASS MEMBER. THERE WILL BE NO CLASS ACTIONS, REPRESENTATIVE ACTIONS, OR CONSOLIDATED ACTIONS EITHER IN ARBITRATION OR IN SMALL CLAIMS COURT. If this Class Action Waiver is held unenforceable, in whole or in part, as to any claim, then the Agreement to Arbitrate also will not apply to that claim.

17. **Miscellaneous**.

17.1. **Service Level**. Subject to this Service Agreement, the Business Service is generally available 24 hours a day, seven (7) days a week, with the exception of outages for maintenance and circumstances beyond the control of Old Glory Bank. Please consult www.oldglorybank.com for customer service hours.

17.2. **Applicable Law Controls**. Notwithstanding anything to contrary, if any provision of this Service Agreement conflicts with applicable law, including (without limitation to) Regulation E promulgated under 15 U.S.C. Section 1693b or 12 C.F.R. Section 1005.11, then such applicable law will be deemed to govern and control over this Service Agreement.

17.3. **Severability; Headings**. The invalidity or unenforceability of any particular provision of this Service Agreement shall not affect the other provisions hereof, and this Service Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. The headings contained in this Service Agreement are for reference only and shall not affect the meaning of any of the provisions of this Service Agreement.

17.4. **Integration; Third Party Rights**. This Service Agreement, along with Old Glory Bank's Privacy Policy and other terms and conditions constitute the entire agreement between the OGB Parties and you pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Nothing expressed or implied herein is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Service Agreement, or result in their being deemed a third party beneficiary hereof or the Business Service.

17.5. **Waiver**. Old Glory Pay's failure to insist upon strict compliance with any provision of, or to assert any right under, this Service Agreement, including (without limitation to) our right to terminate your Business Service, shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Service Agreement.

-End-