

The following information represents the Business Online Banking Agreement between you and Northpointe Bank ("Financial Institution," "we," "our," "ours"). This Master Agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Product Schedule and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of Online Banking Services to you or anyone authorized by you (collectively, "Customer," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. The Authorization Form for Online Banking Services is attached hereto as Exhibit "A" and is made an integral part of this Master Agreement. By completing and signing the Authorization Form, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service which Customer has selected. Financial Institution, in its sole discretion, may not permit Customer to use the Service until Financial Institution has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Authorization Form and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Financial Institution's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Product Schedule or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Master Agreement and those of any Authorization Form, or Product Schedule, the terms of the Authorization Form, or Product Schedule as applicable, shall govern and control with respect to the Service at issue. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

**Article I. Definitions.**

The following terms and definitions apply when used in this Master Agreement.

- 1.1. "Account" or "Accounts" means one or more checking, savings, money market deposit or loan account that you have with us.
- 1.2. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.3. "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.4. "Authorization Form" means the Authorization for Online Banking Services form attached hereto as Exhibit "A."
- 1.5. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.



- 1.6. "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered on the bill payment site.
- 1.7. "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.8. "Business Day(s)" means 8:30 am to 5:30 pm Eastern Time Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.9. "Deposit Account Agreement" has the meaning provided in Section 10.7.
- 1.10. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.11. "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- 1.12. "Online Banking" or "Service" means the service(s) described in this Master Agreement.
- 1.13. "Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.14. "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.15. "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- 1.16. "Product Schedule" refers to a separate agreement for certain services offered by Financial Institution.
- 1.17. "Transfer Day" for internal transfers means Monday - Friday, 8:30 am to 5:30 pm, Eastern Time. Holidays are not included.

Other definitions may be set forth elsewhere in this Master Agreement.

### Article II. Setup and Use of Online Access Services.

#### 2.1. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Client Form. If you specify more than one Account on the Client Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. Prior to your first use of Online Banking, the Financial Institution will assign you a User Name and temporary

password (the User Name and Password collectively are referred to as the “Access Codes”) for your first time login. The Online Banking system will ask you to change your Password the first time that you use the system.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

## 2.2. Security Procedure.

The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

**2.2.1.** You agree to comply with the “Security Procedures” and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.



- 2.2.2.** We may request that you agree to appoint and designate an administrator who will be authorized and responsible for creating and maintaining subsequent User IDs, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service (“User”) and providing new and subsequent Security Devices to those Users. Financial Institution will provide Customer’s designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution at Financial Institution’s option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Customer, including but not limited to this Master Agreement.
- 2.2.3.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by you, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.
- 2.2.4.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
- 2.2.5.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the

applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**2.3. Access.**

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Product Schedule for failure to provide access due to a system failure or other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Master Agreement or any applicable Product Schedule from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

**2.4. Equipment Requirements.**

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of 28.8 kbps or higher, Microsoft Internet Explorer® Version 8.0 or higher (for Windows), Mozilla Firefox®, Google Chrome, or Apple Safari® 9.0 or higher (for Mac OS). Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

**Article III. Business Online Access Services.****3.1. Available Services.**

Business Customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Obtain Account balances. Your account balance is updated throughout the day but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
3. Review recent transactions on your Accounts.
4. Transfer money to make loan payments.
5. Transfer money from Line of Credit to transactional accounts (requires additional bank approval).
6. Download account information in various formats.



7. Issue stop payment orders.
8. View check images.
9. \*Make Payments to a Payee from your Account(s) (Bill Payment Service).
10. \*Originate ACH entries (requires additional bank approval).
11. \*Make Wire Transfers.
12. \*Subscribe to eStatements.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

\*You must execute the applicable Product Agreements to use these services.

### **3.2. Additional Services.**

Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at [www.northpointe.com](http://www.northpointe.com). By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

### **3.3. Restrictions; Limits.**

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

### **3.4. Vendor.**

You acknowledge and agree that the Service can be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

## **Article IV. Additional Information about the Services.**

### **4.1. Account Access.**

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

### **4.2. Processing Fund Transfers.**



We can process a Transfer until 5:30 pm Eastern Time on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

#### **4.3. Canceling Transfers or Payments.**

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction. Call or eMail Customer Service prior to the cutoff time to cancel transfers or payments. Refer to 10.6 for contact information.

#### **4.4. Transfer(s) from Savings/Money Market Deposit Accounts.**

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) checks (money market accounts only) and preauthorized electronic fund transfers per month. Each check and each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

#### **4.5. E-Mails.**

The Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling the Customer Service Department. The Financial Institution will not take actions based on your email requests until the Financial Institution actually receives your message and has a reasonable opportunity to act.

#### **4.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.**

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Financial Institution's sole discretion.

### **Article V. Limitations.**

Your use of these Services is subject to the following limitations:



### **5.1. Dollar Amount.**

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

### **5.2. Frequency.**

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

### **5.3. Foreign Transactions.**

No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by the financial institution through the use of certain services such as ACH or Wire Transfer Services.

### **5.4. Additional Limitations.**

Additional limitations may be contained in this Master Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

## **Article VI. Parties' Responsibilities.**

### **6.1. Your Responsibility.**

#### **6.1.1. Physical and Electronic Security.**

.1. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," "ransomware" and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

.2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or



to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Financial Institution transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

- .3. In the event of a breach of the Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.

#### **6.1.2. Reporting Unauthorized Transactions.**

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call our Customer Service Department.

#### **6.1.3. Duty to Inspect.**

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to the Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

#### **6.1.4. Financial Information.**

Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Product Schedule. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information



provided by you in connection with this Master Agreement or any applicable Product Schedule or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

### **6.1.5. Deadlines.**

You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions. Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

### **6.1.6. Payment for Services.**

.1. You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Master Agreement or any applicable Product Schedule. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking.

.2. The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Master Agreement. Fees charged for Online Banking under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us.

.3. You authorize the Financial Institution to deduct all applicable Monthly Fees from any Account listed on the Authorization Form. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Financial Institution may set off against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Product Schedule.

.4. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

### **6.1.7. Required Deposit Balance.**

You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Product Schedule establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

### **6.1.8. Data and Information Supplied by You.**

You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not examine the data for

correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Product Schedule and the Operating Instructions.

**6.1.9. Remotely Created Checks.**

Northpointe Bank does not accept deposit of remotely created checks. If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

**6.1.10. Use of Services.**

You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

**6.1.11. Prohibited Transactions.**

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

**6.2. The Financial Institution's Responsibilities.**

Financial Institution agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Product Schedule. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Master Agreement and any applicable Product Schedule or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Financial Institution under this Master Agreement and any applicable Product Schedule. You also agree to pay all attorneys' fees, costs and



expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys' fees incurred by you in any action brought by you against Financial Institution.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

### **6.2.1. Access.**

We will not be liable under this Master Agreement or any applicable Product Schedule for failure to provide access or for interruptions in access to our Services due to a system failure or other unforeseen acts or circumstances.

#### Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management software, or any equipment you may use to access or communicate with the Online Banking Services.

### **6.2.2. Any Transaction or Instruction.**

#### We will not honor a request for a Transfer if:

(a) it exceeds your collected and available funds on deposit with the Financial Institution; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Master Agreement or any Financial Institution policy, procedure or practice; or, (g) it is for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.

## **Article VII. Privacy and Confidentiality.**

### **7.1. Privacy/Information Sharing.**

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint



marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our Financial Institution locations.

### **7.2. Confidential Information.**

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your customers in connection with this Master Agreement and any applicable Product Schedule is confidential. Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any applicable Product Schedule, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Product Schedule all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Financial Institution and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Master Agreement and any applicable Product Schedule or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Master Agreement.

## **Article VIII. Termination.**

### **8.1. Termination Upon Written Notice.**

You may terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription at any time upon giving at least thirty (30) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Financial Institution to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further



transfers from your accounts, including any transfers you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

### **8.2. Immediate Termination.**

Either party shall have the right to terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Master Agreement or any applicable Product Schedule, (v) fails to perform its obligations under this Master Agreement or any applicable Product Schedule or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing or Section 8.1, Financial Institution may immediately terminate this Master Agreement and/or any applicable Product Schedule without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Product Schedule is not terminated.

### **8.3. Rights Cumulative.**

Financial Institution's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

### **8.4. Rights/Duties Upon Termination.**

Upon termination of this Master Agreement and/or any applicable Product Schedule, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Master Agreement and/or any applicable Product Schedule or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Financial Institution all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

## **Article IX. Changes in Terms and other Amendments.**

The Financial Institution may amend the terms of this Master Agreement and any applicable Product Schedule and alter, change, or modify the Services provided under the terms of this Master Agreement and any applicable Product Schedule (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such



amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

### **Article X. Other Provisions.**

#### **10.1. Electronic Notices.**

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Financial Institution's Electronic Statement Delivery Authorization and Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 10.6.

#### **10.2. Hours of Operation.**

Our representatives are available to assist you from the hours of 8:30 am to 5:30 pm Eastern Time, Monday through Friday, by calling the number provided in Section 10.6.

#### **10.3. Ownership of Website.**

The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

#### **10.4. Web-linking Practices.**

Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

#### **10.5. Geographic Restrictions.**

The Services described in this Master Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.



### **10.6. Contact Information.**

If you have questions about your account, contact our Customer Service Department. We are available on Business Days as follows:

Northpointe Bank  
Attn: Customer Service Department  
3333 Deposit Dr. NE; Grand Rapids, MI 49546  
Toll Free: 888.672.5626  
Hours of operation: Monday – Friday 8:30 am – 5:30 pm Eastern Time.

### **10.7. Deposit Account Agreement.**

You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.

### **10.8. Effective Dates.**

The effective date of this Master Agreement and any applicable Product Schedule shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.

### **10.9. Internet Disclaimer.**

For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow 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). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

### **10.10. Limitation of Liability.**

**10.10.1.** YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR



FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.10.2.** TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT OR ANY APPLICABLE PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

**10.10.3.** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

**10.10.4.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, FINANCIAL INSTITUTION DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

**10.10.5.** FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10.10.6.** FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

### **10.11. Relationship of Parties.**



Customer and Financial Institution acknowledge and agree that the relationship between Financial Institution and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

### **10.12. Force Majeure.**

The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, terrorism, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

### **10.13. Indemnification.**

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Product Schedule, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement and any applicable Product Schedule, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Product Schedule, and/or (iv) your breach of applicable laws, rules or regulations.

### **10.14. ARBITRATION AND WAIVER OF JURY TRIAL.**

**EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED OR IS ENTITLED TO SEEK THE ADVICE OF SEPARATE COMPETENT COUNSEL AND THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION.**

### **10.15. Governing Law.**

These terms and conditions of this Master Agreement and any applicable Product Schedule shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions and without regard to your state of residence.



### **10.16. Enforcement.**

In the event a dispute arises either directly or indirectly under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in the Kent County, Michigan Circuit Court or the U.S. District Court for the Western District of Michigan. If Financial Institution prevails in full or in part in any such action it shall be entitled, subject to applicable law, to recover from you its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, expert witness services, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable. You agree to waive any and all objections based on inconvenient forum, jurisdiction and service of process, and you consent to the jurisdiction of the above-referenced courts.

### **10.17. Compliance with Laws, Rules, and Regulations.**

You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

### **10.18. Miscellaneous Provisions.**

**10.18.1. Headings.** The headings and captions contained in this Master Agreement and any applicable Product Schedule are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule or its interpretation, construction, or meaning.

**10.18.2. Severability.** The holding of any provision of this Master Agreement and any applicable Product Schedule as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Product Schedule, which shall remain in full force and effect.

**10.18.3. Waiver.** No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

**10.18.4. Binding Effect.** This Master Agreement and any applicable Product Schedule shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

**10.18.5. Entire Agreement.** This Master Agreement and any applicable Product Schedule constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.



**10.18.6. Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Product Schedule without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Master Agreement and any applicable Product Schedule to a company affiliated with the Financial Institution or to any other party.

# NORTHPOINTE BANK AUTHORIZATION FORM

## EXHIBIT A - Authorization for Business Online Banking (BOB) Services

I am an authorized representative of the organization specified below ("Company"). Company has received the Business Online Banking Master Agreement ("Master Agreement") and agrees to adhere to the Master Agreement and any applicable Product Schedules or User Guides from *Northpointe Bank* ("Financial Institution"). Capitalized terms used in this Authorization Form, not otherwise defined, have the meanings given to them in the Master Agreement.

After I sign below on behalf of Company, the Company may from time to time request Financial Institution to provide any of the Services described in the Master Agreement. Company may begin to use any such Service once Financial Institution has approved such use and has received all required and properly executed forms and Company has successfully completed any testing or training requirements.

I warrant that Company has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Company this Authorization Form and any other documents Financial Institution may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Company. These may include, but are not limited to giving Financial Institution instructions with regard to Services and designating employees or agents to act in the name and on behalf of Company.

### GENERAL COMPANY INFORMATION

COMPANY NAME: \_\_\_\_\_

EIN: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

BUSINESS PHONE  
NUMBER: \_\_\_\_\_

### AUTHORIZATION

DATE: \_\_\_\_\_

AUTHORIZED SIGNER PRINT NAME: \_\_\_\_\_

AUTHORIZED SIGNER SIGNATURE: \_\_\_\_\_

AUTHORIZED SIGNER EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNER COMPANY TITLE: \_\_\_\_\_