

## TREASURY MANAGEMENT INTERNET ACCESS AGREEMENT

This agreement (the “Agreement”) governs certain internet-based treasury management services (as further defined below, the “Services”) offered by Guaranty Bank and Trust Company (the “Bank” or “we”, “us” and “our”) to \_\_\_\_\_ (the “Company” or “you”, “your” and “yours”, including persons authorized by the Company to utilize any or all of the Services) and is effective as of \_\_\_\_\_, 20\_\_\_. By applying for, using, or allowing another person to use the Services in any manner, now or in the future, you agree to the terms and conditions of this Agreement as well as the Bank’s current Deposit Account Agreement and our current fee schedule, our rules and regulations, and all other agreements and laws governing any of the Services. In addition, the terms and conditions of this Agreement shall be deemed to amend and/or supplement the terms and conditions of any other of our agreements governing any of the Services. If there is a conflict between any of these agreements or rules and something that is said by one of our employees, the terms of the agreements or rules will control. If there is a conflict between this Agreement and any other agreements governing any of the Services, the terms of this Agreement shall prevail. Your use of any of the Services may also be affected by agreements you may have with us for any of our other loan or banking services. Before you use any of the Services, you should review all related agreements and disclosures. For example, there are limitations on the number of transfers you can make from certain types of deposit accounts as well as other restrictions that might impact your use of an account with any of these Services. In this Agreement, the words “account” and “deposit account” shall refer to any of our deposit products such as checking, savings, and certificates of deposit that are designated by you in the Appendix to this Agreement.

**Services and Enrollment.** Our online banking system allows you to use a personal computer or other device connected to the Internet to log on and perform the following Services:

1. View account balance information.
2. View account statements and transaction images.
3. Transfer funds between Bank accounts.
4. Initiate stop payment requests.
5. Update contact information.
6. Setup alert notifications.

We also offer, and strongly encourage the use of, a positive pay Service (“Positive Pay Service”), for which you must execute a Positive Pay Service Agreement. ***If you do not enroll for our Positive Pay Service, we are unwilling to permit you to continue to operate your accounts, unless you indemnify and hold us harmless against losses or liabilities we may suffer or incur as a result of counterfeit, fraudulent or forged checks on your accounts.*** Please see the “**Fraud Detection and Prevention Indemnification**” section below.

You may also be eligible for additional Services, such as wire transfer services (“Wire Transfer Services”) and automated clearing house (ACH) payment services (“ACH Payment Services”), if approved by us. If approved, you must execute a Funds Transfer Agreement and/or ACH Origination Agreement, respectively, prior to using any of these Services.

You must complete and return this Agreement, including the Appendix, to us for our approval. If you are approved, we will send you confirmation of our acceptance of your enrollment and your Administrator’s (defined below) assigned Access Credentials (defined below). If you have selected to use ACH Payment Services, you authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment for such Services and from time to time thereafter. You agree to provide us with information as we request, from time to time.

The above list of Services is not exhaustive and we may offer additional services in the future or pursuant to other agreements. This Agreement is also intended to cover all internet-based treasury management services offered in the future.

**Your Administrator; Access Credentials; Authorized Users.** Before you can use the Services, the Bank will provide your Administrator with Access Credentials to login to the online banking system. Once logged in, your

Administrator will be required to change his or her password and complete security procedures to establish a multi-factor authentication process. Your Administrator can then establish separate Access Credentials for each Authorized User (defined below), perform various administrative tasks, and set limits on each Authorized User's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator (or other person using your Administrator's Access Credentials), the authority he or she gives others to act on your behalf, and the actions of Authorized Users (or other person using an Authorized User's Access Credentials).

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account with respect to which we have agreed, by separate agreement, to honor a requirement for more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the Access Credentials designated by you or your Administrator for that account and the Service in question. As long as an instruction is accompanied by the designated Access Credentials, the transaction will be deemed authorized by you. NOTE: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though a separate agreement between you and us requires two or more signatures on checks or other withdrawals or transfers of funds. In addition, nothing in this Agreement shall be deemed to require us to honor any multiple signature requirements.

With respect to Wire Transfer Services and ACH Payment Services, we strongly recommend that you designate a minimum of two Authorized Users, and each such Authorized User's authority and functions, in the Specifications (defined below). Authorized Users should exercise separate functions, with no single authorized user allowed to both initiate and approve a transfer request.

**Security Procedure and User Guides.** We may provide you with one or more Access Credentials to access our Services. We also may provide you with operating procedures and user guides in the Specifications in connection with certain Services. You agree to: (a) comply with the Specifications and procedures that we provide to you; (b) take all necessary steps to safeguard the confidentiality and security of your Access Credentials, Specifications, and any other proprietary property or information we provide to you in connection with the Services; (c) limit access to the Access Credentials to authorized persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change or exchange your Access Credentials (and any password used to access your Access Credentials) if you know or suspect that the confidentiality of the Access Credentials has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments, or errors in your funds transfer instructions such as beneficiary or amount). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary Access Credentials we give you promptly after you are given access to the Services for the first time and disable access to the Services and to all Access Credentials for anyone that is no longer employed or authorized by you to use the Services. You also agree to change on a regular basis any identification number, password or other item of information that is an Access Credential or that is used to access an Access Credential, but no less frequently than every 90 days. We may require you to change your Access Credentials at any time.

As an alternative to verifying transactions by means of Access Credentials, we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on your account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes or was generated with your Access Credentials or is otherwise processed by us in accordance with our security procedures.

Your Internal Security. You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software (“Internal Security Controls”) that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively “Internal Security Breaches”). You bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively “Internal Security Losses”). We will not reimburse your Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Access Credentials, even if it is not authorized by you. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To protect your system from Internal Security Breaches, your Internal Security Controls should include:

- Limiting and controlling who has access to your computer systems;
- Protecting and frequently changing your passcodes and other Access Credentials;
- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, e-mail programs, and the like;
- Using effective, up-to-date firewalls;
- Procedures to avoid infection by malicious software, such as controlling what websites are visited by your computers; controlling the connection of other devices to your computers; controlling what documents, e-mail attachments, programs and other files are opened or installed on your computers; and limiting which of your computers are used for online banking;
- Reconciling all accounts on a daily basis, and immediately reporting any discrepancies;
- Prohibiting your authorized users from leaving a computer unattended while connected to our system, or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at Internet cafes or airports);
- Allowing Services to be accessed only from a secure location on your premises;
- Prohibiting your Access Credentials or account information to be sent through any public or general email system; and
- Adopting such other recommendations that we may make from time to time to help ensure your safe use of our Services.

This is not a complete listing of the Internal Security Controls that you may need. You are solely responsible for determining and implementing all of the Internal Security Controls necessary to prevent Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Security Losses.

We may at any time limit access to any online banking function to only those customers who have adopted specific Internal Security Controls required by us (e.g., this may include the use of tokens or other authentication devices). Our specification of any required Internal Security Controls shall not constitute a representation or warranty by us that they will (a) prevent any Internal Security Breach or Internal Security Losses, or (b) be compatible with any computer system or other Internal Security Controls.

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses to us, we assume no obligation for your Internal Security Losses.

**Equipment and Software Requirements.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the errors, failures, defects or incompatibility of any Internet service providers, computers or software that you use in connection with the Services, even if we have previously approved their use, or for any virus or other problems. You bear sole responsibility for establishing, maintaining and updating procedures,

equipment and software and other Internal Security Controls that will effectively safeguard the security and integrity of your computer systems from unauthorized use, intrusion, takeover or theft, and will prevent your Access Credentials from unauthorized use, disclosure or discovery.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR SUPPLIERS OR VENDORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any equipment or software we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to replace or repair such defective equipment or software. We do not warrant that any equipment or software provided to you will be error free or that the Services will be uninterrupted.

You agree to comply with the terms of any software license provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, any equipment, Service guides, security procedures, and systems provided to you in connection with a Service represent our proprietary property and must be returned to us upon request. We and/or our suppliers retain all right, title and interest in and to the intellectual property rights associated with the Services and the equipment and software provided to you. Your license to use equipment and/or software provided to you will end with the termination of this Agreement or upon our earlier notice to you. You may only use such equipment and software in connection with your use of the Services. You may not use or move such equipment or software outside the United States without our written consent.

**Account Transfers.** The Services allow you to schedule immediate, future, or recurring transfers between your accounts. All account transfers are subject to a cutoff time (which is provided on the Bank's online system). Account transfers performed after the cutoff time or on weekends or bank holidays will be posted on the following business day. Any new authorizations or changes, and all previous authorizations of future and/or recurring transfers will remain in effect until: (1) they are changed by you, using your Access Credentials through the Services, or; (2) the transfer "from" or the transfer "to" account is closed. If the available balance in the transfer "from" account is not sufficient to cover the transfer, the transaction will not be processed as scheduled. Once you schedule a future or recurring transfer, only you are able to change or cancel such transfer – the Bank is not able to change or cancel any such transfers. We may determine at any time, in our sole discretion, to deny account transfers or to place limits on the specific dollar amount of funds that may be transferred from any account. In addition, your ability to transfer funds between accounts is limited by federal law and the agreements governing your deposit accounts. You should refer to these agreements for more information.

**Stop Payment Requests.** This Service allows you to place stop payment requests on checks, cancel a stop payment request, and review current stop payment requests. To be effective, your request must precisely identify the account number, check number, EXACT amount of check (dollars and cents), payee name(s), issue date, and the reason for the stop payment request. We will have no liability for paying a check on which you have placed a stop payment request when any required information is missing or inaccurate. Your stop payment request will expire automatically after the standard period established in our sole discretion, which is currently 6 months. If a single check or series of checks have been lost or stolen, you must notify us of the loss or theft and close the account, because stop payment requests may be insufficient to protect you and the Bank. If you fail to notify us of the loss or theft of checks, you may become liable for their unauthorized use. Please note that the Service may not be effective in stopping the payment of checks that have been converted to electronic transactions by the payee.

It is your responsibility to determine, through any of the methods we have made available, the status of the check prior to placing a stop payment request. We recommend that you not issue any replacement check for 2 business days after placing any stop payment request with us. If the check for which the request is being placed has already cleared, and you reissue the check, the Bank has no liability for paying either or both checks. You agree that we may rely conclusively on any stop payment request placed through this feature on the accounts that you use with this feature. We have no duty to verify the authenticity of a stop payment request or the authority of the person placing it, and a stop payment request on a check is effective regardless of who signed the check.

Your ability to stop payment of a check will be governed by the Uniform Commercial Code as enacted in Colorado, your Deposit Account Agreement and by the rules and regulations established by the Bank from time to time. You agree and understand that stop payment orders may not be placed on ACH items.

**Bill Payment.** The Bank's bill payment service is governed by separate Terms and Conditions of the Bill Payment Service.

**Electronic Statements.** Electronic statements are governed by the Bank's separate Electronic Statement (Online Statement) Disclosure.

**Email.** If you send us an email, we may not receive or review it immediately. We will have a reasonable time to act upon any email request or notice, and reserve the right to reject any transaction or request received by email (e.g., a request to wire funds). You acknowledge that, even though email may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. We and our service providers assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. While you can use email to contact us about routine maintenance problems or other inquiries, you should not include any sensitive or confidential information about yourself or your accounts in email that is not encrypted and sent through a secure email system, and you assume all risk of such email being intercepted. If you need to send us sensitive or confidential information regarding yourself or your accounts, we recommend that you use the secure, email function within the Bank's online system.

There may be times when you need to speak with someone immediately (especially to report stolen or otherwise compromised Access Credentials, or to stop a payment, or to report an unauthorized transaction). In these cases, do not use email. Instead, telephone us at 866-987-2745. Also, it is important to remember that you cannot use email to either transfer funds or to conduct other transactions. To accomplish these activities, please use the appropriate functions offered within the Services.

The Services require that you have an email address. We use your email address to communicate important information to you, including but not limited to, Electronic Statement notifications, balance notifications, and transfer notifications. It is your responsibility to make sure your email address on file for the Services is correct. You can use the Services to view and change the email address we have on file for you. If you do not provide a valid email address, we may cancel your Services.

**Alerts.** Your enrollment in the Services includes access to the alerts service. Alerts may include balance and transaction information as well as Electronic Statement notices. We will deliver alerts and Electronic Statement notices in accordance with the instructions you have supplied with your enrollment.

In addition to the other indemnity provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all any damages, losses, liabilities, actions, claims including third party claims, suits, judgments, obligations, penalties, costs or expenses of any kind including attorneys' fees and expenses (collectively "Losses") arising directly or indirectly as a result of your supplying an email address that is not your own or because of your violation of any applicable federal, state or local law, regulation or ordinance. Your indemnification obligations under this paragraph shall survive termination of the Agreement. Alerts are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree that alerts may not be encrypted and may include personal or confidential information such as your name and account activity or status. Receipt of each alert may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), telephone or wireless carriers, or other third parties or providers or Bank processing delays. We will not be liable for losses or damages arising from non-delivery, delayed delivery, or misdirected delivery of alerts or from any inaccurate content in the alerts. We will not be liable for any losses or damages arising from your failure to provide a valid e-mail address or the failure to properly enroll or subscribe for specific alerts. We will not be responsible for any fees imposed by your wireless or mobile device carrier or your Internet service provider. It is your responsibility to determine if your wireless or mobile device is capable of receiving emails or other messaging services.

**Information Processing and Reporting.** We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in

question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunications failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, your Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence, misconduct or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown or transmission error in any third party computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) the funds in your account being subject to legal process or other encumbrance restricting a transaction; (j) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (k) losses for which we are not liable by law, NACHA rules or other clearinghouse rules, or for which you have agreed to indemnify or release us; (l) losses for which you fail to give us timely notice; or (m) your failure to follow any applicable equipment or software manufacturer's recommendations or our Service instructions. There may be other exceptions to those noted above in other sections of this Agreement or as stated in your Deposit Account Agreement.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we have been informed or are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our failure to transmit funds in the correct amount or to the correct beneficiary listed in your funds transfer orders shall not exceed the direct money damages that you incur as a result of the failure (e.g., the amount of a wire transfer that is sent to the wrong party, or the amount by which a transfer exceeds the amount you authorized, plus interest as permitted by law). In all other cases, our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of (i) six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss, or (ii) \$20,000. We shall not be liable for any punitive damages.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services. You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

**Indemnification.** In addition to the other indemnity provisions set forth in this Agreement, you agree to release and indemnify, defend and hold harmless us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, from and against any and all Losses which result directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions, the terms of this Agreement, or instructions purporting to come from you that are accompanied by your Access Credentials; (b) the actions or omissions of you, your agents or employees; (c) any warranty that we are required or deemed to make to a third party in connection with your transactions, provided we act in compliance with this Agreement; (d) your use or distribution of any equipment or software made available to you through a Service that is inconsistent with the license or sublicense that you receive; (e) your failure to comply with applicable law, NACHA rules or the rules of any clearing house or payment organization that processes your transactions; or (f) your Internal Security Breaches or Internal Security Losses. You agree that this indemnification shall survive the termination of this Agreement.

**Fraud Detection and Prevention Indemnification.** We are very concerned about the risk of loss from counterfeit, fraudulent or forged checks to which we and you may both be exposed if you do not use our Positive Pay Service. Therefore, we are unwilling to permit you to continue to operate your accounts without our Positive Pay Service,

unless you indemnify and hold us harmless against losses or liabilities we may suffer or incur as a result of counterfeit, fraudulent or forged checks on your accounts.

Accordingly, if you continue to operate your accounts without our Positive Pay Service, you will be deemed to have agreed that, to the greatest extent permitted by law:

(a) We will not be liable to you for any and all Losses paid, suffered or incurred by you which arise directly or indirectly out of or in connection with the acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on your account if such check happens to be counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered, which could have been prevented with the use of the Positive Pay Service; and

(b) In addition to the other indemnity provisions set forth in this Agreement, you will indemnify, defend and hold us harmless from and against any and all Losses paid, suffered or incurred by you which arise directly or indirectly out of or in connection with the acceptance for deposit, payment, negotiation or other processing of any check drawn or purporting to be drawn on your account if such check happens to be counterfeit or fraudulent or contains a forged signature or the amount of such check is altered or the payee has been altered, which could have been prevented with the use of the Positive Pay Service.

You agree that this indemnification shall survive the termination of this Agreement.

**Definitions.** In addition to the other terms defined elsewhere in this Agreement, the following terms shall have the meanings indicated:

“Access Credentials” means identification numbers, passwords, tokens and/or other means of identification and authentication provided for you to access Services.

“Administrator” means any individual that you appoint for certain Services with the authority to determine and designate who can act as Authorized Users.

“Authorized User” means any of the individuals you designate, either in the Specifications or through your Administrator with authority to access and/or use the Services on your behalf.

“Specifications” with respect to any Service means any and all applications, appendices or addenda to this Agreement or other agreement related to any such Service, instructions, procedures, guidelines, manuals, or other documentation regarding the Service and any training we provide with respect to the Service.

**Business Days.** Our business days are Monday through Friday. Banking holidays are not included.

**Error Resolution Procedure.** If you notify us of an error or discrepancy in your statement within the time limitation described in the Deposit Account Agreement, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules and regulations. We will have no obligation to recredit your account for the amount of any erroneous or unauthorized transaction unless caused by our gross negligence or intentional misconduct. If we determine that no error or unauthorized use has occurred, you may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.

**Resolution of Disputes.** In the event any dispute or claim arises between you and us under this Agreement, you or we have the right to have the dispute or claim decided by binding arbitration. Arbitration is an alternative procedure for resolving disputes without having a judge or jury. An arbitrator determines the outcome after a private hearing. There is no right to obtain punitive or exemplary damages. The decision is final, and there is generally no right of appeal.

Arbitration shall not be available in any action or proceeding where a party is seeking ancillary remedies or equitable relief with respect to any Services. A party may pursue any nonjudicial remedy available to it under statutory or common law without having to initiate or be subject to arbitration. In addition, a party retains the right before, during, or after the pendency of any arbitration to obtain provisional or ancillary remedies from a court which relate to the

subject of arbitration. Neither you nor we will arbitrate any dispute within any “core proceedings” under the United States bankruptcy laws.

The arbitrator will determine whether a dispute is arbitrable. A single arbitrator will resolve any dispute and may consolidate any dispute with any other related disputes, claims or other matters in question. Any court having jurisdiction may enter a judgment or decree on the arbitrator’s award. The judgment or decree will be enforced as any other judgment or decree.

You acknowledge that the transactions and the relationships which result from this agreement involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section. The American Arbitration Association’s Commercial Arbitration Rules shall govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to between you and us.

**Authorized Representatives.** You represent and warrant that all persons signing the application for the services covered by this Agreement have been authorized by all necessary action and documentation governing your business entity to enter into this Agreement on behalf of the entity and obligate the entity in accordance with the terms of this Agreement.

**Customer Representations and Warranties.** You represent and warrant to us that all Services under this Agreement will be used exclusively for business purposes and only in strict compliance with the terms and conditions of this Agreement.

**Transaction Limits/Safeguards.** You agree not to exceed the transaction limits we establish from time to time for your account or any Service. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.

**Restricted Transactions; Internet Gambling.** You may not use any Service to process transactions restricted by Federal Reserve Regulation GG (12 C.F.R. Part 233). 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 themselves or others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer, sponsor or facilitate Internet gambling. As such, you agree not to use any account or Service to process Internet gambling transactions, whether or not permitted by law.

**Geographic Restrictions.** The services described in this Agreement and any application for deposit services are solely offered to persons who are citizens and/or residents of the United States, and to businesses that are legally authorized to operate in the United States.

**Your Duties to Notify Us; Means of Notice Between Us.** You agree to notify us *immediately* if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Access Credential; or (d) other problems related to the Services. You must deliver us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (you agree that such time will depend on the circumstances but will not, in any circumstance, exceed 30 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within such reasonable time, you agree that, in addition to any other limitations on our liability: (1) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (2) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice. If we have received payment from you with respect to a funds transfer requested in your name, and if you believe that the funds transfer was unauthorized or erroneous, then to the maximum extent permitted by law you are precluded from asserting any objection to us retaining that payment unless you have notified us of your objection within 60 days of our (i) notifying you of that transfer, or (ii) providing you a statement reflecting that transfer, whichever is earlier. In addition, with respect to ACH payments from your account, to the maximum extent permitted by law, we are not liable for an erroneous or unauthorized ACH entry that we did not cause unless (A) you notify us (which may be oral with prompt written confirmation of the relevant facts) before that entry actually settles (generally 1 or 2 business days after the entry was posted to your account), or (B)

we are otherwise able without bringing suit to effect a reversal of that settlement under the applicable ACH system rules.

You agree to provide us with at least 30 days advance notice of: (a) any material (20% or greater) change in your ownership; (b) any material change in the type, scope or nature of your business; or (c) any anticipated (20% or greater) increase in the amount or volume of your ACH transactions (if applicable) over the preceding calendar quarter.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, email or mailing address shown for you in our deposit or Service records, or (for online Services) by posting the notice on our website. Notice of a transaction to an online account is also given if posted to and viewable by you on that account.

All notices from us will be effective when we have delivered them to you at the most recent address shown in our records. You agree to notify us in writing of any change to your address or email address. If we need to send you notice regarding any service covered under this Agreement, notice to any account signer or authorized person with access to the account and/or service will be effective for everyone associated with the account and/or service. You may provide notice to us at our principal business office as long as the notice is in writing and is hand-delivered to us or received by us through U.S. Mail. Email and voice messages, or telephone requests, will not constitute adequate notice to us for any purpose unless we confirm such messages with you in writing.

**Contact Information.** You can contact us at the telephone number or address below:

Telephone: **866-987-2745**

Address: **Guaranty Bank and Trust Company  
Attention: Treasury Management Support  
1331 Seventeenth Street  
Denver, CO 80202**

**Privacy of Financial Information.** We will disclose information to third parties about your account or about transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; or (4) if you give us written permission; or (5) as otherwise required by applicable law.

**Fees.** This Agreement shall be supplemented by and subject to the schedule of charges and fees, which we adopt from time to time relating to any Services performed under this Agreement. We will normally charge the deposit account(s) that is/are directly connected to the Service(s) in use. However, we may also charge any of your deposit accounts for amounts which are owed to us under this Agreement. A current fee schedule is available upon request.

**Change in Terms; Amendments.** We may, in our sole discretion, periodically change, amend, add to or delete any term or part of this Agreement, including the amount of fees or charges, in accordance with federal and state law. We can make these changes at any time by posting a notice in the Bank, including a message in or on your periodic statement, posting a notice on the Internet and making it available through the Bank's home page, or any other means we consider appropriate. The change will be effective upon the date of the notice unless otherwise provided. If this change is for security reasons or to ensure we remain in compliance with new or amended laws and/or statutes or the change will not have a material effect on your use of the Services, we do not have to give you prior notice. If under applicable law any change to the Agreement requires your approval, your continued use of your account or the particular Service covered by this Agreement on or after the date you receive the notice means that you accept and agree to the change.

**Termination; Cancellation.** Either party may terminate this Agreement as to some or all of the Services, with or without cause, by providing 30 days prior written notice to the other party. We have the right to terminate this Agreement or cancel any Service covered under this Agreement immediately if (a) you fail to comply with the terms of this Agreement, the Deposit Account Agreement, any other agreement which you may have with us, or any applicable rule or regulation which may govern your deposit account; (b) the confidentiality of any Access Credential is compromised or we have reason to believe that there has been any other breach in the security of the Service; (c) we have reason to believe that an unauthorized or fraudulent transaction has taken or may take place involving

any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; or (f) if we identify possible fraudulent or inappropriate activity or use of any Service by you or any other person. In addition, if you do not access the Services for more than 180 days, we may automatically cancel your enrollment. In such case, any scheduled transfers will not be processed. If the Services have been cancelled, you will need to re-enroll for the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination (e.g., the indemnification and record retention requirements).

**Governing Law.** Unless preempted by federal law, this Agreement and all banking services under this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado in all cases and without regard to the conflict of law provisions for the State of Colorado. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. You irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Colorado and agree that in any action brought under this Agreement, the venue shall be placed in the county or district where we maintain our principal business office.

**Costs and Expenses.** If we undertake legal action to enforce our remedies or any arbitration provisions under the terms of this Agreement, you agree to pay our attorneys' fees, expenses, and litigation costs to the extent permitted by law.

**Waivers; Delay in Enforcement.** The failure on our part to assert any of our rights or to require you to perform any of your duties, responsibilities, obligations or liabilities under this Agreement on either an occasional or a continuing basis, shall not be construed as a waiver thereof by us. Any such rights, duties, responsibilities, obligations or liabilities may be asserted or enforced by us at any time.

**Severability.** If any provision, or part thereof, of this Agreement is invalid or unenforceable under the law, such provision, or part thereof, will be totally ineffective to that extent, but the remaining provisions, or parts thereof, will be unaffected, and the invalid provision shall be modified in a way that most closely effectuates its intent in a valid and enforceable manner.

**Assignment.** You may not assign this Agreement or any of the rights or duties hereunder to any person or entity without our prior written consent, and any attempted assignment without the necessary consent shall be void. We may assign this Agreement or any of our rights under this Agreement without prior notice or your consent.

**Third Parties.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives and the same shall be effective as of the date set forth above.

**I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

The following signers agree that the Security Administrator designated below is authorized to have sole authority over all accounts designated in the attached Appendix.

**COMPANY:** \_\_\_\_\_

**SECURITY ADMINISTRATOR**  
**(Note: This Section MUST be completed.)**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Security Administrator's Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**GUARANTY BANK & TRUST COMPANY**

By: \_\_\_\_\_  
(Authorized Signature)

Telephone Number: 303-675-1160

Name: \_\_\_\_\_  
(Print or Type)

Fax Number: 303-675-1100

Title: \_\_\_\_\_  
(Print or Type)

E-Mail Address: \_\_\_\_\_

**APPENDIX  
 TREASURY MANAGEMENT INTERNET ACCESS AGREEMENT  
 DESIGNATED ACCOUNT AUTHORIZATION**

Date of Authorization: \_\_\_\_\_

<b>Company Name</b>	<b>Primary Account Number</b>
<b>Street Address</b>	<b>Tax Identification Number</b>
<b>City</b>	<b>Authorized Signature</b>
<b>State</b>	
<b>Zip</b>	

Optional Modules\*:  ACH Module  Wire Transfer Module  Positive Pay Module

\* Separate Agreement is Required for the Use of each of these Modules

**Activate the following designated account(s):**

1.	Account No. _____	TIN _____	Acct. Title _____	
2.	Account No. _____	TIN _____	Acct. Title _____	
3.	Account No. _____	TIN _____	Acct. Title _____	
4.	Account No. _____	TIN _____	Acct. Title _____	
5.	Account No. _____	TIN _____	Acct. Title _____	
6.	Account No. _____	TIN _____	Acct. Title _____	
7.	Account No. _____	TIN _____	Acct. Title _____	
8.	Account No. _____	TIN _____	Acct. Title _____	
9.	Account No. _____	TIN _____	Acct. Title _____	
10.	Account No. _____	TIN _____	Acct. Title _____	
11.	Account No. _____	TIN _____	Acct. Title _____	
12.	Account No. _____	TIN _____	Acct. Title _____	
13.	Account No. _____	TIN _____	Acct. Title _____	
14.	Account No. _____	TIN _____	Acct. Title _____	
15.	Account No. _____	TIN _____	Acct. Title _____	
16.	Account No. _____	TIN _____	Acct. Title _____	
17.	Account No. _____	TIN _____	Acct. Title _____	
18.	Account No. _____	TIN _____	Acct. Title _____	
19.	Account No. _____	TIN _____	Acct. Title _____	
20.	Account No. _____	TIN _____	Acct. Title _____	

## **AUTHORIZATION TO RESET INTERNET BANKING PASSWORDS**

For the safety and security of our customers and to maintain internal management controls, we have established a call-in procedure for resetting the Company Administrator Password.

With your authorized signature and completion of this information, we will require the pre-selected Online PIN to be provided to the Bank certifying your instruction to reset a password as necessary.

You must also agree that you are solely responsible for maintaining the confidentiality and security of the Online PIN number. If you suspect any fraudulent activity on your account, or if the PIN number has been lost or stolen, call the Bank immediately at 866-987-2745 (option 2) between the hours of 8:00 a.m. to 5:00 p.m. MT, Monday through Friday.

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**Company Name**

---

**Authorized Signer on Account (Print or Type)**

---

**Authorized Signature**

---

**Company Administrator**

---

**(Customer) select a 5 Digit or less Numeric ONLY  
PIN Number**

**Date:** \_\_\_\_\_

If the Company Administrator changes, please notify the Bank immediately.