



Vectra Business Online Banking Agreement

THIS AGREEMENT COVERS

This Business Online Banking Agreement sets forth certain terms and provisions governing the use of Vectra Business Online Banking, a banking and information service that permits Vectra Bank Colorado Business Banking clients to access a number of banking services (the "Services") via the Internet. Vectra Business Online Banking provides secure web browser-based electronic services that allow you to manage your banking activity online. The entire "Agreement" between you and ZB, N.A. dba Vectra Bank Colorado governing Online Banking will consist of this Business Online Banking Agreement, the Enrollment Form that you will sign indicating the services you elect to receive, any Specifications for individual services, and the Online Banking Services Agreement that will be accepted on-line by your authorized users.

Before you first use Vectra Business Online Banking, we will provide to you the Login IDs and Passwords needed by your authorized individual users to access the features for which they are authorized ("Codes"). Access to these features will be managed and maintained by individuals in your company who you designate as Customer System Administrators ("CSAs") in accordance with Vectra Bank Colorado's procedures.

SEPARATE ACCOUNT AGREEMENTS

The accounts and services which you operate or use through Vectra Business Online Banking are also governed by separate agreements. From time to time accounts and services provided by organizations other than Vectra Bank Colorado may become available through the Business Online Banking website (the "Site"). Those accounts and services will be governed by separate agreements between you and the supplier of such accounts and services.

ACCOUNTS

In order to use Vectra Business Online Banking, you must maintain a Vectra Bank Colorado Business Account. You agree to properly maintain these accounts, to comply with the account rules, and to pay any related fees.

VECTRA BUSINESS ONLINE BANKING ALLOWS YOU TO ACCESS ANY OF THE FOLLOWING SERVICES:

BALANCE REPORTING

Access balances and transaction details with up to 120 days of historical information, and current day transactions pending that night's posting to your accounts. Current transactions may not be available during processing hours, which are generally after 9:00 PM until the following morning at 6:00 AM.

TRANSFERS AND PAYMENTS

You may give instructions through the Site to make transfers or payments from an account only when a sufficient balance is, or will be, available in that account at the time of withdrawal. You understand that Vectra Bank Colorado may not act on your instructions if sufficient funds are not available. Your

payment and/or transfer is deducted from your account on the date you instruct us to send it. You can cancel a future automatic transfer or payment from your account by using the electronic functions provided on the Site.

AUTOMATED CLEARING HOUSE (“ACH”) SERVICE

Certain types of transactions utilize the ACH Service, which facilitates initiation of electronic funds transfer transactions, and allows you to transfer funds for payments to other accounts with other participating financial institutions through the Automated Clearing House (the “ACH”).

Upon credit approval, you may initiate transactions, subject to your approved limits, for one or more of the following reasons:

1. Employee Direct Deposit transactions for payroll purposes
2. Electronic Tax Payments

All ACH activity will be governed by and subject to Operating Rules of the National Automated Clearing House (NACHA) and Western Payments Alliance (WesPay), as they may be amended from time to time (the “Rules”), and applicable federal and state laws. You and we are bound by the Rules for all Entries whether or not an Entry is sent through the ACH. All capitalized terms used in this section but not defined in this Agreement will have the meanings indicated in the Rules. The term “Entry” (or “Entries”) shall have the meaning provided in the Rules, and shall also include Prenotifications and the Entry data you submit from which we prepare the Entries. Should sufficient funds not be available in the source account when an ACH transaction is processed, Vectra Bank Colorado may deduct the appropriate amount from any other account you maintain at Vectra Bank Colorado, on the effective date of the transaction, or thereafter. Each time you use the ACH Services, you warrant that your ACH transactions do not violate United States laws or regulations (e.g., laws administered by the U.S. Treasury’s Office of Foreign Assets Control (“OFAC”). You agree to send prenotification Entries when required by the Rules, and you agree not to send an Entry when a prior prenotification for that Entry has been rejected or returned, until you have corrected the reason for the rejection or return and have sent a new prenotification Entry. Your use of the ACH service is subject to credit approval.

CHECK IMAGING

With Check Imaging, we will provide digitized images online of the front and back of your cancelled checks and deposit slips for the disbursement accounts linked to your Vectra Business Online Banking service.

BUSINESS BILL PAY

Business Bill Pay allows you to pay electronic invoices “eBills” or invoices that are received on paper statements. Business Bill Pay is governed by the Terms and Conditions of the Business Bill Pay Service, and is accepted by the CSA, upon enrolling in the service, on behalf of the company. A copy of that agreement is available on the Site in the Agreement Center. Any CSA may enroll into Business Bill Pay. By designating any individual as a CSA, you understand that this person may enroll for that service and obligate you to the transactions conducted therein. Each CSA has access to all Business Bill Pay accounts, including any personal accounts you elect to make available through Business Bill Pay.

ELECTRONIC INSTRUCTIONS

When you use Vectra Business Online Banking to initiate a transfer of funds between your accounts or to a third party, to make a bill payment, to borrow from or make a payment to your credit account, to apply for a new account or service, to terminate a service, or change the way an account or service operates, you authorize Vectra Bank Colorado to treat your instructions through Vectra Business Online Banking as if they had been made in writing and signed by you. When you instruct Vectra Bank Colorado to transfer funds at regularly scheduled intervals in the future, you authorize Vectra Bank Colorado to treat each transfer as if separately authorized in writing and signed by you, and to withdraw the funds from the account you designated.

AUTHORIZATIONS

You represent that each individual who has been issued a Login ID and Password has general authority from your organization to give instructions within the access capability associated with such Codes (including general authority over the movement of your organization's funds and over accounts with Vectra Bank Colorado), all as evidenced by the banking resolution, partnership declaration or other agreements you have provided to Vectra Bank Colorado. You acknowledge and agree that Vectra Bank Colorado has full authorization from your organization to rely and act upon instructions identified by such Codes.

BUSINESS ONLINE BANKING FEE

You agree that Vectra Bank Colorado may charge applicable fees for Vectra Business Online Banking service(s). The Business Online Banking Fee will be automatically charged to the account you indicated within your Enrollment Form. Should sufficient funds not be available in this account when payment is due, Vectra Bank Colorado may deduct the amount of the Business Online Banking Fee from any other account you maintain at Vectra Bank Colorado. Certain services may involve fees above and beyond any maintenance fee for base or packaged service bundles. The fees for Vectra Business Online Banking services cannot be charged through account analysis.

SECURITY

The Site has been designed to minimize the possibility of fraud and error by allowing you to designate Login IDs and Passwords and have them under the control of the individual or individuals that you have authorized and designated as CSA(s). The Vectra Business Online Banking system has been designed so that it may be operated only upon entry of valid Codes. Vectra Bank Colorado will therefore consider any access to the Vectra Business Online Banking system through use of valid Login ID's and Passwords to be duly authorized, and Vectra Bank Colorado will carry out any instruction given regardless of the identity of the individual who is actually operating the system. You authorize Vectra Bank Colorado to treat any instruction made on Vectra Business Online Banking with valid Login IDs and Passwords as if the instructions had been made in writing and signed by the appropriate authorized individual or individuals. Vectra Bank Colorado records regarding access by Login IDs and Passwords will be conclusive regarding any access to, or action taken through Vectra Business Online Banking. You accept responsibility for unauthorized access to the system by your employees, your associates or by third parties. You agree to inform Vectra Bank Colorado promptly of any discrepancies that you discover. You confirm that you have conducted such investigation of the Vectra Business Online Banking security system as you deem necessary or advisable, and that you have instituted the proper internal controls for access to Vectra Business Online Banking through your computers and terminals. You acknowledge and

confirm that Vectra Bank Colorado's security system and controls are commercially reasonable for your business and appropriate for your accounts.

EXCLUSIVE USE

The Vectra Business Online Banking service is furnished for the exclusive use of your organization and its authorized signers. You agree that you will not sell, assign or transfer this Agreement or any materials furnished to you in connection with it.

CHANGES IN TERMS

Vectra Bank Colorado may change the terms of this agreement at any time. Vectra Bank Colorado may also add, discontinue or modify services, and change procedures and fees at any time. Vectra Bank Colorado will notify you in advance of such changes, by mail or by electronic message through Vectra Business Online Banking.

CANCELLATION

This Agreement will remain in effect until you or Vectra Bank Colorado terminates it. You understand that you may cancel this Agreement at any time by notifying Vectra Bank Colorado of your intent to cancel through the electronic message feature or in writing. You understand that this cancellation applies only to Vectra Business Online Banking and will not affect your Vectra Bank Colorado accounts. Vectra Bank Colorado may cancel this Agreement or terminate your participation in Vectra Business Online Banking, for any reason, at any time.

INDEMNIFICATION

You will defend, indemnify and hold Vectra Bank Colorado harmless from and against any claims, causes of action, liability, loss, damage or expenses (including reasonable attorneys' fees and other legal expenses) resulting from or arising out of or in connection with (a) your breach of this Agreement, (b) unauthorized actions initiated or caused by you, your employees or agents, or any other party using authorized Login IDs and Passwords, (c) our acting in reasonable reliance upon instructions, notices, information and data you provide to us (including without limitation our debiting or crediting of the amount of any ACH Entry to the account of any person), or (d) the act, delay, omission or failure to perform of any third party (including other financial institutions, but excluding any vendor with which we have contracted).

LAWS AND REGULATIONS

The laws of the state indicated in the Deposit Agreement(s) governing the account(s) to which the Services apply will govern this Agreement and the Services. In addition, you and we are responsible for full compliance with applicable federal laws and regulations as amended from time to time that may be applicable to the Services. Some such laws and regulations are named under the provisions for particular Services and in the other documents governing the Services. The fact that a particular law or regulation is not named in this Agreement does not limit your and our responsibility for full compliance with all applicable laws or regulations. This Agreement, and our performance or delivery of the Services, will not relieve you of any obligation imposed by law or contract regarding the maintaining of records or other matters, nor from employing adequate audit, account and review practices customarily followed by businesses similar to yours.

LIMITATIONS ON OUR LIABILITY

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF ANY OPPORTUNITY OR GOOD WILL OR THE RESULTING EFFECT OF SUCH LOSS ON YOUR BUSINESS, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY HEREUNDER, IF ANY, FOR DAMAGES RESULTING FROM OR ARISING OUT OF ANY THE FOLLOWING SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID FOR SUCH SERVICE FOR THE TWELVE MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE: BALANCE REPORTING, ACCOUNT TRANSFERS, AND CHECK IMAGING.

Without limiting the generality of the foregoing, we will not be liable to you for any damages, injury or losses caused by or arising by reason of (1) inaccuracy of instructions, notices, information or data that you provide to us, (2) unauthorized actions initiated or caused by you, your employees or agents, or third parties using authorized Login Ids or Passwords, (3) acts, omissions, delay or failure to perform of third persons or vendors, or (4) for any other loss or damage under this Agreement or otherwise, except as solely caused by our gross negligence or willful misconduct. Our liability for error or omissions with respect to the data transmitted by us will be limited to correcting the errors or omissions. Correction will be limited to re-running the job(s) and/or regenerating the files using backup, if available. We will not be liable or deemed to be in default for any delays, failures or interruptions in performing the Services resulting, directly or indirectly, from acts of God, war, strikes, labor disputes, riots, civil disorders, fire, mechanical, telecommunication or electrical breakdown, or other causes beyond our reasonable control.

REPRESENTATIONS AND WARRANTIES

OUR OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES SET FORTH IN THIS DISCLOSURE ARE EXCLUSIVE, AND YOU WAIVE AND RELEASE ANY OTHER WARRANTY, OBLIGATIONS AND LIABILITIES OF US AND OUR OWNERS, OFFICERS OR EMPLOYEES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL SERVICES, DOCUMENTS, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS OR OTHER MATTERS PROVIDED UNDER THIS DISCLOSURE, INCLUDING BUT NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR OTHER IMPLIED CONTRACTUAL WARRANTY; (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (3) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR.

SECURITY INTEREST

You hereby grant Vectra Bank Colorado a security interest in any and all (1) funds, deposit accounts and other personal property of yours in our possession or under our control, and (2) personal property of yours that is described in any present or future security agreements, pledges and other evidences of liens that you have executed in our favor, or which may have been assigned to us, which secure repayment of any other financial obligations that you have to us, whether such obligations are direct or indirect, contingent or not, outstanding or committed subject to draw. This security interest is given to secure payment of all your obligations to us under the Agreement, including without limitation the payment of the amount of any ACH credits, fees, charges, assessments, transfers, debits and expenses.