



SERVICE RULES

Deposit Plus User Agreement

ACH Origination Services Agreement

ACH Positive Pay Services Agreement

ACH Block and Filter Services Agreement

Positive Pay Services Agreement

Wire Transfer Services Agreement

General Terms and Conditions

DEPOSIT PLUS USER AGREEMENT

This Deposit Plus User Agreement (“Agreement”) contains the terms and conditions for the use of the Services (defined below) that Columbia Bank (“Financial Institution”) may provide to Client. Other agreements between Client and Financial Institution, including the Application & Agreement for Electronic Business Products (“EBP Application & Agreement”), the Notice of Approval or Changes for Electronic Business Products (“EBP Approval”), the Deposit Account Agreement and Disclosure (the “Account Agreement”), the Service Rules and any and all schedules, appendices or exhibits thereto (collectively, the “EBP Agreements”) with Financial Institution, are hereby incorporated and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have those meanings set forth in the EBP Agreements, as applicable. To the extent Client has not executed an EBP Application & Agreement or received an EBP Approval, use of the Services constitutes Client’s agreement to the terms and conditions set forth in the EBP Application & Agreement and Client’s waiver of any notice or amendment provisions in any existing agreement governing the Services. If Client has not received an EBP Approval, any transaction limits, client representative designations, fees and approvals applicable to Client’s use of the Services remain in effect without change until an EBP Approval has been issued to Client by Financial Institution and any references herein to information contained in an EBP Approval shall be deemed to mean such information previously designated and approved for Client by Financial Institution.

1. SERVICES. The remote deposit capture services, also known as “Deposit Plus” (collectively, the “Services”) are designed to allow Client to make deposits to Client’s Designated

Account(s) (defined herein) with Financial Institution from remote locations by scanning checks and delivering images and associated deposit information to Financial Institution or Financial Institution’s designated processor. Financial Institution shall charge certain fees for the Services as described in the EBP Application & Agreement and EBP Approval.

2. TRANSMITTAL OF CHECK IMAGES BY CLIENT. Check images transmitted to Financial Institution (“Entries”, or each an “Entry”) using the Services must be legible. The image quality of the Entries must comply with the requirements established from time to time by Check Clearing for the 21st Century Act (“Check 21”), ANSI, the Federal Reserve Board, Financial Institution or any other regulatory agency, clearing house or association. Client’s ability to deposit Entries under this Agreement is subject to certain transaction limits set by Financial Institution. For check images that cannot be processed using the Services due to technology limitations, such checks shall be presented at an office of Financial Institution during normal banking hours for processing.

3. USE OF DEPOSIT PLUS FOR ACH CHECK CONNECTIVITY. Should Client choose to use the Services to create ACH check conversion Entries, Client agrees to be bound by the ACH Origination Services Agreement and execute any additional documentation required by Financial Institution with regard to such ACH services, all of which are hereby incorporated and made a part of this Agreement.

4. EQUIPMENT, INTERNET CONNECTIVITY AND SOFTWARE.
(a) Client agrees to rent or purchase an appropriate check scanner from Financial

Institution. Should Client choose to rent the check scanner, Client is responsible for regular cleaning and care of check scanner. Financial Institution will replace or repair rented scanners at no cost. If the Service is discontinued for any reason, Client must return check scanner in working condition to Financial Institution within thirty (30) days of termination of Service. The Designated Account (as defined herein) will be charged the full replacement cost of check scanner if scanner is not returned or is returned in unusable or broken condition. If Client chooses to purchase a scanner from Financial Institution, the care and replacement of scanner becomes Client’s sole responsibility. Financial Institution does not provide any warranty for purchased scanners.

(b) Client is solely responsible for installing the check scanner equipment, software and any other required hardware on a computer which meets the minimum requirements set by Financial Institution. These requirements may change from time to time, as technology changes. Client may request a listing of those minimum requirements at any time. Financial Institution may assist with the installation but will not be responsible for ensuring successful installation of the check scanner and any associated hardware or software.

(c) Use of the Services is dependent upon internet connectivity via a digital subscriber line (DSL) or greater bandwidth. Client is responsible for trouble-shooting internet connectivity issues that may arise through Client’s internet service provider.

(d) At any time during the term of this Agreement, Financial Institution may require in its sole discretion the use of software in connection with the Services. If software is required, Financial Institution will provide to Client a copy of the software or instructions on how to obtain the necessary software. To the

extent Financial Institution requires the use of software in connection with the Services, Client will implement and use the software as set forth in any documentation provided with respect thereto and any applicable materials relating to such documentation to transmit output files to Financial Institution. Client acknowledges that (i) its license to any software that may be required for the Service is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by Client or otherwise provided to Client, and (ii) Client will look strictly to the software provider, or its successors, with respect to any issues concerning the software that cannot be satisfactorily resolved with Financial Institution's assistance. Client will use the software solely for the purpose of transmitting output files to Financial Institution consistent with this Agreement and not for communications with any other party. Client will not allow access to the software or the use of the Services by any person other than Client, and will only process Items arising from a transaction or obligation between Client and its direct payor. Client will promptly return all copies of the software and associated materials and documentation to Financial Institution upon termination of the Agreement. Client will not reproduce the software or other functionality or content included or used for the Services or on which the Services are based. Additionally, Client will not decompile, reverse engineer or disassemble the software or otherwise attempt to derive computer source code from the software functionality of the Services. Financial Institution may, from time to time, require and change the software required for this purpose. Client will be responsible to install and implement any changes to the software within five (5) days following notice of such change.

5. DISASTER RECOVERY AND

BUSINESS CONTINUITY PROCEDURES. The Services are dependent upon technology which may fail to perform as anticipated from time to time, due to equipment failure, telecommunications failure or other system problems. In the event of such a failure, an alternate method shall be used in order to deposit checks into Client's account with Financial Institution. Client may contact Financial Institution to devise an alternate method, which may include a deposit at an office of Financial Institution, courier pickup, or another method identified as appropriate by Financial Institution.

6. SECURITY PROCEDURES.

(a) All Entries transmitted to Financial Institution shall be made via Online Banking Plus or such other appropriate and secure platform. Any platform used for Entry transmission shall provide a commercially reasonable means of security which meets the minimum requirements set by Financial Institution, including without limitation 128-bit RC4 encryption. These requirements may change from time to time, as technology changes. Client may request a listing of those minimum requirements at any time. Client will maintain all Service access workstations with industry standard up-to-date anti-virus and firewall software. Financial Institution recommends implementation of additional security precautions, including use of dual-control options available in the Service, dedicated processing workstation(s), and regular maintenance of workstation(s) by an information technology professional. The purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of Entry. No security procedure for the detection of any such error has been agreed upon between Client and Financial Institution.

(b) Client is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized

Entries. Client hereby agrees and represents to Financial Institution that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and Client agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures described herein.

(c) Client is solely responsible for ensuring that commercially reasonable policies, procedures and systems (physical and electronic) be implemented to securely receive, store, transmit and destroy records containing consumer-level account data to protect against data breaches. If Client is the victim of, or suspects any act of loss, theft or suspicious activity resulting in unauthorized access to checks or check images related to Services, Client must notify Financial Institution immediately. The occurrence of unauthorized access will not affect any Entries processed in good faith by Financial Institution.

7. COMPLIANCE WITH SECURITY PROCEDURES.

(a) If an Entry received by Financial Institution purports to have been transmitted or authorized by Client, it will be deemed a valid Entry and Client shall assume all responsibility for the processing of the Entry, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedures referred to herein with respect to such Entry.

(b) If an Entry received by Financial Institution was transmitted or authorized by Client, Client shall assume all responsibility for the processing of the Entry, whether or not Financial Institution enforced the security procedures referred to herein with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had enforced such procedures.

8. RECORDING AND USE OF COMMUNICATIONS. All telephone conversations or data transmissions between Client and Financial Institution or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

9. PROCESSING, TRANSMITTAL AND SETTLEMENT BY FINANCIAL INSTITUTION.

(a) Except as provided in Section 10 (Rejection of Entry) below, Financial Institution shall (i) process Entries received by Client, (ii) transmit each Entry to the Federal Reserve or a correspondent check clearing network, and (iii) credit Client for the amount of the Entry in accordance with the terms of the Account Agreement.

(b) Financial Institution shall process Entries received and credit Client's Designated Account on the same day, provided (i) such Entries are received by Financial Institution prior to the 6:00 p.m. PST (the "Cut-Off Time") and (ii) Financial Institution is open for business on such day. Entries received after the Cut-Off Time shall be processed on the following day Financial Institution is open for business. It is Client's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Financial Institution as set forth herein, in the EBP Agreements or as otherwise established by Financial Institution. Client is further responsible for understanding and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time. Entries processed via ACH shall be governed by the ACH Origination Services Agreement. (c) Client acknowledges that credit given for each Entry is provisional and Client hereby indemnifies Financial Institution for any losses sustained due to Financial Institution's acceptance of an

Entry. Further, the periodic statement issued by Financial Institution for Client's account will reflect Entries credited and debited to the Client's account(s). Client agrees to notify Financial Institution promptly of any discrepancy between Client's records and the information shown on any such periodic statement. If Client fails to notify Financial Institution within thirty (30) days of receipt of a periodic statement, Client agrees that Financial Institution shall not be liable for any other losses resulting from Client's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Client fails to notify Financial Institution within sixty (60) days of receipt of a periodic statement, Client shall be precluded from asserting such discrepancy against Financial Institution.

10. REJECTION OF ENTRY. Financial Institution may reject any Entry which does not comply with the requirements of the Agreement. Financial Institution shall notify Client by phone or email of such rejection no later than one (1) business day following the business day Client would have otherwise received credit for the Entry. Notices of rejection shall be effective when given. Financial Institution shall have no liability for rejection of any such Entry.

11. CANCELLATION OR AMENDMENT OF ENTRIES. After receipt of an Entry by Financial Institution, an Entry cannot be amended or cancelled for any reason.

12. NOTICE OF RETURNED CHECKS. Financial Institution shall notify Client of any returned Entries in the same manner of notification for a returned paper check, as provided for in the Account Agreement.

13. THE DESIGNATED ACCOUNT. Funds from the

Entries shall be deposited into deposit account(s) of Client identified in the EBP Approval (the "Designated Account" or "Designated Accounts"). Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to Financial Institution under this Agreement by debiting the Designated Account(s). Client agrees to maintain at all times, a balance of available funds in the Designated Account(s) sufficient to cover Client's payment obligations under this Agreement. In the event there are not sufficient available funds in the Designated Account to cover Client's obligations under this Agreement, Client agrees that Financial Institution may debit any deposit account maintained by Client with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement. Nothing in this paragraph shall be interpreted to limit or restrict Financial Institution's right of set off as provided under the Account Agreement and applicable state and Federal law; however, Financial Institution's right of set off shall not extend to trust accounts established under ORS 696.241 or RCW 18.85.285.

14. CLIENT REPRESENTATIONS AND AGREEMENTS; INDEMNITY. With respect to each and every Entry, Client represents and warrants to Financial Institution and agrees that:(a) the check image is of a valid check; (b) the check image and original check are not fraudulent; (c) the check image has not been previously presented to payor's financial institution for payment; (d) the check image and MICR line information are of acceptable quality and accurately entered into the Service system; (e) the check image contains all endorsements applied by parties that previously handled the check in any form for forward collection or return; (f) any and

all files transferred to Financial Institution shall be free of viruses and Trojan horses; (g) Client shall maintain fully qualified, properly trained and experienced staff and employees sufficient to perform its obligations under this Agreement; and (h) Client shall comply with all laws, rules, and regulations applicable to Client, to the business and operation of Client, and to the Services, including without limitation, Check 21, the Uniform Commercial Code and any rules established by an image exchange network, ACH network, FinCEN or any other governmental or private agency applicable to the check clearing process. Client shall have the responsibility to fulfill any compliance requirement or obligation that Financial Institution and/or Client may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time. Client hereby indemnifies Financial Institution against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the warranties, representations, or agreements set forth herein or in the EBP Agreements.

15. FINANCIAL INSTITUTION RESPONSIBILITIES; LIMITATIONS ON LIABILITY; INDEMNITY.

(a) In the performance of the Services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement and the other EBP Agreements, and shall not be responsible for the accuracy or completeness thereof. Financial

Institution shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those Services. Financial Institution shall not be responsible for Client's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or validity of any Entry) or those of any other person, including, without limitation, any Federal Reserve Bank, correspondent check clearing network, any payor or payor's financial institution (including, without limitation, the return of an Entry by such payor or payor's financial institution), and no such person shall be deemed Financial Institution's agent. Client hereby agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person, that Financial Institution is responsible for any act or omission by Client or any other person described herein;

(b) Financial Institution shall be liable only for Client's actual damages due to claims arising solely from Financial Institution's obligations with respect to Entries transmitted pursuant to this Agreement. In no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Client may incur or suffer in connection with the EBP Agreements, whether or not the likelihood of such damages was known or contemplated by Financial Institution and regardless of the legal or equitable theory of liability which Client may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to the EBP Agreements;

(c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication

facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority; and

(d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average interest accrued, if any, for the period involved pursuant to the terms of the Account Agreement. At Financial Institution's option, payment of such interest may be made by crediting the Designated Account.

16. ORIGINAL CHECK

RETENTION. Original checks shall be retained in a secure, locked location after they have been scanned and Entries have been transmitted to Financial Institution. Original checks must be stored securely until Client has confirmed receipt of credit for the Entry. Financial Institution encourages the destruction of all original checks no later than sixty (60) days after they are deposited. Client will use a commercially reasonable method which is consistent with any requirements of Check 21 and other applicable laws and regulations and approved by Financial Institution to destroy original checks after Client's retention period has expired. Acceptable destruction methods include but are not limited to confetti type shredding, burning or destruction by a licensed certified document destruction business. Client shall take appropriate security

measures to ensure that: (a) only authorized personnel shall have access to original checks, and (b) that the information contained on such original checks or on any corresponding imaged check are not disclosed to third parties. Client will promptly (but in any event within five (5) business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to Financial Institution as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Entry or as Financial Institution otherwise deems necessary. Client will use a commercially reasonable method which is consistent with any requirements of Check 21 and other applicable laws and regulations and approved by Financial Institution to destroy original checks after Client's retention period has expired.

17. RECORDS. All Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Client's request. Client shall be responsible for payment of any expenses incurred by Financial Institution in making such information available to Client.

18. COOPERATION IN LOSS RECOVERY EFFORTS.

Pursuant to the Services provided under this Agreement, in the event of any damages for which (a) Financial Institution may be liable to Client or to a third party; or (b) Client may be liable to Financial Institution or to a third party, reasonable efforts will be undertaken by both parties to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

ACH ORIGATION SERVICES AGREEMENT

This ACH Origination Services Agreement ("Agreement") contains the terms and conditions for the use of ACH origination services ("Services") that Columbia Bank ("Financial Institution") may provide to Client. Other agreements between Client and Financial Institution, including the Application & Agreement for Electronic Business Products ("EBP Application & Agreement"), the Notice of Approval or Changes for Electronic Business Products ("EBP Approval"), the Deposit Account Agreement and Disclosure (the "Account Agreement"), the Service Rules and any and all schedules, appendices or exhibits thereto (collectively, the "EBP Agreements") with Financial Institution, are hereby incorporated and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have those meanings set forth in the EBP Agreements, as applicable. To the extent Client has not executed an EBP Application & Agreement or received an EBP Approval, use of the Services constitutes Client's agreement to the terms and conditions set forth in the EBP Application & Agreement and Client's waiver of any notice or amendment provisions in any existing agreement governing the Services. If Client has not received an EBP Approval, any transaction limits, client representative designations, fees and approvals applicable to Client's use of the Services remain in effect without change until an EBP Approval has been issued to Client by Financial Institution and any references to information contained in an EBP Approval herein shall be deemed to mean such information previously designated and approved for Client by Financial Institution.

RECITALS

A. Client wishes to originate credit and/or debit Entries by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the

rules and operating guidelines of NACHA – The Electronic Payments Association (collectively, the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

B. Unless otherwise defined herein or in an EBP Agreement, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Client hereunder from which Financial Institution initiates each Entry.

C. Financial Institution has identified only the SEC Codes identified in the EBP Approval that may be processed by Client. Any reference herein to SEC Codes not specifically identified in the EBP Approval should be disregarded and in no way interpreted as an amendment to the EBP Approval.

AGREEMENT

1. TRANSMITTAL OF ENTRIES

BY CLIENT. Client shall transmit credit and debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in the EBP Approval. Client agrees that its ability to originate Entries under this Agreement is subject to exposure limits in accordance with the Rules and as set forth in the EBP Approval. Client hereby authorizes Financial Institution to initiate Entries on behalf of Client to Receiver's account.

2. COMPLIANCE WITH THE RULES AND APPLICABLE LAW AND VIOLATIONS THEREOF; ACCEPTANCE OF TERMS.

(a) Client has access to a copy of the Rules, acknowledges receipt of a copy, or may purchase a copy if Client so desires. Client shall comply with all requirements set forth in the Rules. Client shall have

the responsibility to ensure that the origination of Entries complies with all applicable law. Upon discovery of Client's failure to comply with the Rules or any applicable law, Financial Institution reserves the right to terminate this Agreement without prior notice.

(b) Financial Institution reserves the right to audit the Client to determine the Client's compliance with the Rules, the EBP Agreements, applicable laws and Financial Institution's policies. Further, if Client violates any of the Rules and NACHA imposes a fine on Financial Institution because of Client's violation, Financial Institution may charge the fine to Client.

(c) In addition to the other termination rights provided for herein, Financial Institution reserves the right to suspend or terminate this Agreement for breach of any of the Rules or other violation of this Agreement or any EBP Agreement in a manner that permits Financial Institution to comply with the Rules. Termination is effective immediately upon written notice of such termination to Client.

3. SECURITY PROCEDURES.

(a) Client and Financial Institution shall comply with the security procedure requirements described in Schedule A attached hereto with respect to Entries transmitted by Client to Financial Institution. Client acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between Financial Institution and Client.

(b) Client is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Client warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the

confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures described in Schedule A. If Client believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Client agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

4. COMPLIANCE WITH SECURITY PROCEDURES.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Client, it will be deemed effective as Client's Entry (or request) and Client shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Client, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedures referred to in Schedule A with respect to such Entry.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Client, Client shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedures referred to in Schedule A with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedures.

5. RECORDING AND USE OF COMMUNICATIONS. Client and Financial Institution agree that all telephone conversations or data

transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

6. PROCESSING, TRANSMITTAL AND SETTLEMENT BY FINANCIAL INSTITUTION.

(a) Except as provided in Section 3, Financial Institution shall (i) process Entries received from Client to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Financial Institution shall transmit such Entries to the ACH Operator by such operator's established deadline, one (1) business day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth on Schedule B on a business day, (ii) the Effective Entry Date is at least one (1) day after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement, Entries shall be deemed received by Financial Institution, in the case of transmittal by tape (if permitted by Financial Institution), when received by Financial Institution at the location set forth in the EBP Approval, and in the case of electronic transmission, when the transmission (and compliance with any related security procedures provided for herein) is completed in accordance with the EBP Agreements, Service Rules and any additional instructions or requirements communicated to Client.

(c) If any of the requirements of clause (i), (ii) or (iii) of Section 6(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which ACH Operator is open for business.

7. ON-US ENTRIES. Except as provided in Section 3, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 6(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

8. REJECTION OF ENTRIES.

Financial Institution shall reject any Entry which does not comply with the requirements of Section 3 or Section 22, or which contains an Effective Entry Date more than ten (10) days after the business day such Entry is received by Financial Institution. Financial Institution may reject any Entry which does not comply with the other requirements of this Agreement, including without limitation if Client has failed to comply with its account balance obligations under Section 12. Financial Institution may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution shall notify Client by phone or email of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Client by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of Client to remake such

Entries. Should the file be rejected due to an error caused by Financial Institution, Financial Institution shall be responsible for remaking the file. In such a case, Client will supply sufficient information to allow Financial Institution to recreate the entries for up to five (5) business days after midnight of the Settlement Date.

9. CANCELLATION, AMENDMENT OR REINITIATION BY CLIENT. Client shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule A for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Client for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but shall have no liability if such cancellation is not effected. Client shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry. Client may not reinitiate an Entry except as prescribed by the Rules.

10. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE. Financial Institution shall notify Client by phone or email of the receipt of a returned Entry from the ACH Operator no later than one (1) business day after the business day of such receipt. Except for an Entry retransmitted by Client in accordance with the requirements of this Agreement, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Financial Institution shall provide Client all information, as required by the Rules, with respect to

each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Financial Institution relating to Entries transmitted by Client. Financial Institution must provide such information to Client within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Client shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Client's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

11. PAYMENT BY CLIENT FOR ENTRIES; PAYMENT BY ODFI FOR ENTRIES.

(a) Unless Financial Institution has granted written approval for Client to transmit Entries without prefunding, Client shall pay Financial Institution the amount of such credit Entry or ensure collected funds in the amount of the Entry are available in Client's offset account prior to transmission of each credit Entry by Financial Institution pursuant to this Agreement. If Financial Institution has granted written approval for Client to transmit Entries without prefunding, Client shall pay Financial Institution the amount of each credit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Financial Institution, in its discretion, may determine.

(b) Client shall promptly pay Financial Institution the amount of each debit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.

(c) Financial Institution shall pay Client the amount of each debit Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, in its discretion, may determine, and the amount of each On-Us Entry at such time

on the Effective Entry Date with respect to such Entry as Financial Institution, in its discretion, may determine.

(d) Financial Institution shall promptly pay Client the amount of each credit Entry returned by an RDFI that was transmitted by Financial Institution pursuant to this Agreement.

12. THE DESIGNATED ACCOUNT. Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Client identified in the EBP Approval (the "Designated Account"). Client shall at all times maintain a balance of available funds in the Designated Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Designated Account to cover Client's obligations under this Agreement, Client agrees that Financial Institution may debit any account maintained by Client with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement. Nothing in this paragraph shall be interpreted to limit or restrict Financial Institution's right of set off as provided under the Account Agreement and applicable state and Federal law; however, Financial Institution's right of set off shall not extend to Client's trust accounts established under ORS 696.241 or RCW 18.85.285.

13. CLIENT REPRESENTATIONS AND AGREEMENTS; INDEMNITY.

(a) With respect to each and every Entry transmitted by Client, Client represents and warrants to Financial Institution and agrees that (i) each person shown as the Receiver on an Entry received by Financial Institution from Client has authorized the initiation of such Entry and

the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein, (iii) Entries transmitted to Financial Institution by Client are limited to those types of Entries approved by Financial Institution for Client, (iv) Entries do not disclose a Consumer Receiver's account number or routing number for use in initiating a debit Entry that is not part of the original authorization, (v) any and all files transferred to Financial Institution shall be free of viruses and Trojan horses; (vi) Client shall maintain fully qualified, properly trained and experienced staff and employees sufficient to perform its obligations under this Agreement; (vii) Client shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (viii) Client shall be bound by and comply with the provision of the Rules, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver.

(b) Client hereby indemnifies Financial Institution against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the warranties, representations, or agreements set forth

herein or in the EBP Agreements.

(c) Further, the periodic statement issued by Financial Institution for Client's account will reflect Entries credited and debited to the Client's account(s). Client agrees to notify Financial Institution promptly of any discrepancy between Client's records and the information shown on any such periodic statement. If Client fails to notify Financial Institution within thirty (30) days of receipt of a periodic statement, Client agrees that Financial Institution shall not be liable for any other losses resulting from Client's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Client fails to notify Financial Institution within sixty (60) days of receipt of a periodic statement, Client shall be precluded from asserting such discrepancy against Financial Institution. (d) Client shall enter into a contract with and assume full liability for any action made by any Third-Party Processor used by Client at its discretion to initiate Entries on its behalf. Client will notify Financial Institution of the use of any Third-Party Processor.

14. FINANCIAL INSTITUTION RESPONSIBILITIES; LIMITATIONS ON LIABILITY; INDEMNITY.

(a) In the performance of the Services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement and the other EBP Agreements, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in performing those Services. Financial Institution shall not be responsible for Client's acts or omissions

(including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Client) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Financial Institution's agent. Client agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of Client or any other person described in this Section 14(a).

(b) Financial Institution shall be liable only for Client's actual damages due to claims arising solely from Financial Institution's obligations to Client with respect to Entries transmitted pursuant to this Agreement; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Client may incur or suffer in connection with the EBP Agreements, whether or not the likelihood of such damages was known or contemplated by Financial Institution and regardless of the legal or equitable theory of liability which Client may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to the EBP Agreements.

(c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing

to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. (d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Designated Account.

15. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. Client acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the RDFI may be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Client, even if it identifies a person different from the named Receiver, and that Client's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

16. DATA RETENTION. Client shall retain data on file adequate to permit remaking of Entries for ten (10) days following the date of their transmittal by Financial Institution as provided herein, and shall promptly provide such data to Financial Institution upon its request. Without limiting the generality of the foregoing provision, Client specifically agrees to be bound by and comply with all applicable provisions of the Rules

regarding the retention of documents or any record, including without limitation, Client's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

17. RECORDS. All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Client's request. Any expenses incurred by Financial Institution in making such information available to Client shall be paid by Client.

18. EVIDENCE OF AUTHORIZATION. Client shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. In addition to the consents and authorizations required under the Rules, Financial Institution also requires that all consents and authorizations be in writing and signed by the Receiver. Upon request, Client shall, at its expense, deliver such authorizations to Financial Institution within five (5) business days. Financial Institution retains the right to require a copy of these authorizations, as provided for in the Rules.

19. COOPERATION IN LOSS RECOVERY EFFORTS. In the event of any damages for which Financial Institution or Client may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Financial Institution and Client will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to

pursue against a third party.

PROVISIONS SPECIFIC TO CERTAIN SEC CODES

20. TRANSMITTAL OF ENTRIES BY CLIENT. Client shall transmit PPD Entries, CTX Entries or CCD Entries to Financial Institution in compliance with the formatting and other requirements set forth herein.

21. EXPOSURE LIMITS. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Client to Financial Institution shall comply with limits set forth in the EBP Approval.

22. ASSUMPTION OF ODFI WARRANTIES (PPD). Client warrants to Financial Institution that Client makes the warranties and assumes the liabilities of Financial Institution under the Rules applicable to PPD, including ensuring the Originator: (a) Obtains Authorization for PPD Entries in accordance with the Rules and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Client shall, upon request within five (5) business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries. (b) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts. (c) Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

23. HEALTH CARE EFT TRANSACTIONS (CCD). Client will identify any CCD Entries that are Health Care EFT Transactions as prescribed by

the Rules.

24. UNIFORM COMMERCIAL CODE ARTICLE 4A (UCC-4A) DISCLOSURE (CCD).

In regards to the origination of “wholesale credit” Entries, (defined as incoming corporate ACH credit transfers containing SEC Codes “CCD” and “CTX”), the following disclosure is provided (to the extent required by the Rules with respect to CCD credit Entries):

- (a) the Entry may be transmitted through the ACH Network;
- (b) the rights and obligations of the Originator concerning the Entry shall be governed by and construed in accordance with the laws of the State of Oregon;
- (c) credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
- (d) if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

25. REPORTING

REQUIREMENT. Financial Institution will provide reporting information to NACHA for Client regarding PPD Entries, CTX Entries and CCD debit Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

SCHEDULE A SECURITY AND TRANSMITTAL PROCEDURES

All files shall be transmitted to Financial Institution from the Originator via Online Banking Plus. Online Banking Plus will be encrypted equal to 128-bit RC4 encryption.

(a) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Client, and any such communication shall be deemed to have been signed by such person.

(b) Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an authorized representative of Client or the authenticity of any instruction, direction or information provided.

(c) Financial Institution may, but is under no obligation to, hold suspicious files, files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the Rules, or for other reasons. Such files will require authorization by an authorized representative of Client before transmission to the ACH Operator.

(d) Financial Institution requires the following minimum levels of network and computer security for all Clients:

- Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
- Process to patch systems timely.
- Regular employee training.

Client shall supply evidence to Financial Institution of the above security within five (5) business days of such request. In addition, Financial Institution strongly recommends that

Client also have the following network and computer security:

- Hardware and software Firewalls.
- Hardware and VPN Encryption.
- Dedicated computer with static IP Address for file initiation.
- Written security procedures designed to protect Client's network from infection and breach.

(e) Financial Institution requires the following account security:

- One-Time Use PIN / Token technology.

Client shall supply evidence to Financial Institution of the above security within five (5) business days of such request. In addition, Financial Institution strongly recommends that Client also have the following account security:

- Files must be initiated and transmitted under dual-control.
- Client will not process files using Administrator credentials.

Originator is responsible for ensuring that commercially reasonable policies, procedures and systems be implemented to securely receive, store, transmit and destroy records containing Consumer-Level ACH Data to protect against data breaches. If Originator is the victim of, or suspects any act of loss, theft or suspicious activity resulting in unauthorized access to ACH Data, notification must be provided to Financial Institution within two (2) business days.

Client is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Client's personal computer and used for ACH money transfer. Client agrees to comply with written procedures and security enhancements provided by Financial Institution for the creation, maintenance, and initiation of ACH

money transfers.

Client is solely responsible for access by its employees of the data files maintained on Client's computer.

Any exceptional/unusual circumstances requiring file delivery via a different means will only be allowed if Financial Institution is notified far enough in advance to make reasonable accommodations. Financial Institution may require the prior authorization of an authorized representative of the Client before accepting any alternatively delivered files.

SCHEDULE B

FILE DELIVERY SCHEDULE

All files must be delivered to Financial Institution by 2:30 p.m. Pacific Time, in order to be delivered to the ACH Operator by that same day or earliest allowed delivery to ACH Operator, if the Effective Entry Date is set more than one (1) business day in the future. All files received after 2:30 p.m. Pacific Time will be processed by Financial Institution for delivery to the ACH Operator the following business day or earliest allowed delivery to the ACH Operator, if the Effective Entry Date is set more than one (1) business day in the future.

Any exceptions to this schedule must be approved by Financial Institution, at Financial Institution's discretion, prior to the delivery of the exceptional file.

ACH POSITIVE PAY SERVICES AGREEMENT

This ACH Positive Pay Services Agreement (“Agreement”) contains the terms and conditions for the use of the Services (defined below) that Columbia Bank (“Financial Institution”) may provide to Client. Other agreements between Client and Financial Institution, including the Application & Agreement for Electronic Business Products (“EBP Application & Agreement”), the Notice of Approval or Changes for Electronic Business Products (“EBP Approval”), the Deposit Account Agreement and Disclosure (the “Account Agreement”), the Service Rules and any and all schedules, appendices or exhibits thereto (collectively, the “EBP Agreements”) with Financial Institution, are hereby incorporated and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have those meanings set forth in the EBP Agreements, as applicable. To the extent Client has not executed an EBP Application & Agreement or received an EBP Approval, use of the Services constitutes Client’s agreement to the terms and conditions set forth in the EBP Application & Agreement and Client’s waiver of any notice or amendment provisions in any existing agreement governing the Services. If Client has not received an EBP Approval, any transaction processing limitations or authorizations, client representative designations, fees and approvals applicable to Client’s use of the Services remain in effect without change until an EBP Approval has been issued to Client by Financial Institution and any references herein to information contained in an EBP Approval shall be deemed to mean such information previously designated and approved for Client by Financial Institution.

1. SERVICES. The ACH Positive Pay Services (collectively, the “Services”) are designed to allow Client to provide authorization instructions to Financial

Institution with respect to the processing of credit and/or debit Entries (as defined under the rules and operating guidelines of NACHA – The Electronic Payments Association (collectively, the “Rules”)) and to allow Client to identify Entries that do not conform with such instructions (each, an “Exception”), so that Client may instruct Financial Institution whether to pay or return such item(s). Financial Institution shall charge certain fees for the Services as described in the EBP Application & Agreement and EBP Approval.

2. AUTHORIZATION INSTRUCTIONS; IDENTIFICATION OF EXCEPTIONS.

Client shall provide authorization instructions to Financial Institution (the “Authorization Instructions”) via Online Banking Plus. On each business day via email prompt to login to Online Banking Plus, Financial Institution shall notify Client of any Entries presented to Financial Institution for settlement on such business day which Financial Institution has identified as an Exception. Exceptions will be identified by Financial Institution by comparing the Entries presented to Financial Institution to the Authorization Instructions. Financial Institution’s failure to identify an Exception does not alleviate Client from its obligations with respect to such Exception.

3. INSTRUCTIONS BY CLIENT REGARDING EXCEPTIONS.

Client agrees to access Online Banking Plus on each business day to view any identified Exceptions, and must notify Financial Institution by 12:00 p.m. Pacific Time which Exceptions that Client wants Financial Institution to pay/accept or return. If Client fails to notify Financial Institution by such deadline, the Exceptions will be handled as chosen by Client in the EBP Approval. By using

the Services, Client authorizes Financial Institution to pay/accept or return Exceptions in accordance with its instructions. Financial Institution shall have no liability for payment or return of an Exception in accordance with the Client’s instructions or pursuant to the default payment procedures described herein if Client does not provide timely instructions to Financial Institution.

4. PAYMENT/RETURN OF EXCEPTIONS. Client acknowledges and agrees that the Services do not preempt Financial Institution’s standard processing procedures with respect to Entries, which may cause an Entry to be dishonored even if Client’s instructions do not otherwise require Financial Institution to return such Entry (by way of example, if the Entry is not authorized under the Rules). Further, return of a debit Entry is subject to dispute on the part of the sender, and in such event, Financial Institution is required to act in accordance with applicable laws, regulations and the Rules. Financial Institution shall have no liability with respect to any such disputes.

5. APPLICABILITY TO CERTAIN OTHER TRANSACTIONS. Client may not use the Services to limit transactions between Client and Financial Institution, and Financial Institution may also pay any Entries, reversals or adjustments which Financial Institution is required to accept under the Rules (including without limitation Entries pre-authorized by Client).

ACH BLOCK AND FILTER SERVICES AGREEMENT

This ACH Block and Filter Services Agreement (“Agreement”) contains the terms and conditions for the use of the Services (defined below) that Columbia Bank (“Financial Institution”) may provide to Client. Other agreements between Client and Financial Institution, including the Application & Agreement for Electronic Business Products (“EBP Application & Agreement”), the Notice of Approval or Changes for Electronic Business Products (“EBP Approval”), the Deposit Account Agreement and Disclosure (the “Account Agreement”), the Service Rules and any and all schedules, appendices or exhibits thereto (collectively, the “EBP Agreements”) with Financial Institution, are hereby incorporated and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have those meanings set forth in the EBP Agreements, as applicable. To the extent Client has not executed an EBP Application & Agreement or received an EBP Approval, use of the Services constitutes Client’s agreement to the terms and conditions set forth in the EBP Application & Agreement and Client’s waiver of any notice or amendment provisions in any existing agreement governing the Services. If Client has not received an EBP Approval, any transaction processing limitations or authorizations, client representative designations, fees and approvals applicable to Client’s use of the Services remain in effect without change until an EBP Approval has been issued to Client by Financial Institution and any references herein to information contained in an EBP Approval shall be deemed to mean such information previously designated and approved for Client by Financial Institution.

1. SERVICES. The ACH Block and Filter Services (collectively, the “Services”) are designed to allow Client to provide authorization instructions to

Financial Institution to either block or filter various types and amounts of credit and/or debit Entries (as defined under the rules and operating guidelines of NACHA – The Electronic Payments Association (collectively, the “Rules”)) and to allow Client to identify Entries that do not conform with such instructions (each, an “Exception”), so that Client may instruct Financial Institution whether to pay or return such item(s). Financial Institution shall charge certain fees for the Services as described in the EBP Application & Agreement and EBP Approval.

2. AUTHORIZATION INSTRUCTIONS; IDENTIFICATION OF EXCEPTIONS.

Client shall provide authorization instructions to Financial Institution (the “Authorization Instructions”) in writing. On each business day, Financial Institution shall notify Client by phone or email of any Entries presented to Financial Institution for settlement on such business day which Financial Institution has identified as an Exception. Exceptions will be identified by Financial Institution by comparing the Entries presented to Financial Institution to the Authorization Instructions. Financial Institution’s failure to identify an Exception does not alleviate Client from its obligations with respect to such Exception.

3. INSTRUCTIONS BY CLIENT REGARDING EXCEPTIONS.

Client must notify Financial Institution by 11:00 a.m. Pacific Time which Exceptions that Client wants Financial Institution to pay/accept or return. If Client fails to notify Financial Institution within a reasonable period of time after notification of the Exception is made by Financial Institution to Client, Financial Institution may elect to return such Exception. By using the Services,

Client authorizes Financial Institution to pay/accept or return Exceptions in accordance with its instructions. Financial Institution shall have no liability for payment or return of an Exception in accordance with the Client’s instructions or pursuant to the default payment procedures described herein if Client does not provide timely instructions to Financial Institution.

4. PAYMENT/RETURN OF EXCEPTIONS.

Client acknowledges and agrees that the Services do not preempt Financial Institution’s standard processing procedures with respect to Entries, which may cause an Entry to be dishonored even if Client’s instructions do not otherwise require Financial Institution to return such Entry (by way of example, if the Entry is not authorized under the Rules). Further, return of a debit Entry is subject to dispute on the part of the sender, and in such event, Financial Institution is required to act in accordance with applicable laws, regulations and the Rules. Financial Institution shall have no liability with respect to any such disputes.

5. APPLICABILITY TO CERTAIN OTHER TRANSACTIONS.

Client may not use the Services to limit transactions between Client and Financial Institution, and Financial Institution may also pay any Entries, reversals or adjustments which Financial Institution is required to accept under the Rules (including without limitation Entries pre-authorized by Client).

POSITIVE PAY SERVICES AGREEMENT

This Positive Pay Services Agreement (“Agreement”) contains the terms and conditions for the use of the Services (defined below) that Columbia Bank (“Financial Institution”) may provide to Client. Other agreements between Client and Financial Institution, including the Application & Agreement for Electronic Business Products (“EBP Application & Agreement”), the Notice of Approval or Changes for Electronic Business Products (“EBP Approval”), the Deposit Account Agreement and Disclosure (the “Account Agreement”), the Service Rules and any and all schedules, appendices or exhibits thereto (collectively, the “EBP Agreements”) with Financial Institution, are hereby incorporated and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have those meanings set forth in the EBP Agreements, as applicable. To the extent Client has not executed an EBP Application & Agreement or received an EBP Approval, use of the Services constitutes Client’s agreement to the terms and conditions set forth in the EBP Application & Agreement and Client’s waiver of any notice or amendment provisions in any existing agreement governing the Services. If Client has not received an EBP Approval, any transaction processing limitations or authorizations, client representative designations, fees and approvals applicable to Client’s use of the Services remain in effect without change until an EBP Approval has been issued to Client by Financial Institution and any references herein to information contained in an EBP Approval shall be deemed to mean such information previously designated and approved for Client by Financial Institution.

1. SERVICES. The Positive Pay Services (collectively, the “Services”) are designed to allow Client to provide authorization instructions to Financial

Institution with respect to the processing of checks and to allow Client to identify checks that have not been identified by Client as an issued check (each, an “Exception”), so that Client may instruct Financial Institution whether to pay or return such item(s). Financial Institution shall charge certain fees for the Services as described in the EBP Application & Agreement and EBP Approval.

2. ISSUED CHECKS FILE; IDENTIFICATION OF EXCEPTIONS.

Client shall provide a file to Financial Institution which contains a list of the outstanding checks issued by Client and information related thereto (including without limitation the account number, issue date, check number, amount and other information requested by Financial Institution) (the “Issued Checks File”) via Online Banking Plus. Financial Institution is not responsible for correcting or resolving processing issues caused by substandard quality magnetic encoding. On each business day, via email with prompt to login to Online Banking Plus for additional information, Financial Institution shall notify Client of any checks presented to Financial Institution for settlement on such business day which Financial Institution has identified as an Exception. Exceptions will be identified by Financial Institution by comparing the checks presented to Financial Institution to the Issued Checks File. Client may request manual corrections to the Issued Checks File and Financial Institution will use reasonable efforts to accommodate such request, but Financial Institution shall not have any liability for processing such manual corrections on the same business day or for any Exceptions that are processed or returned in the interim period before such manual correction is processed. Financial Institution’s failure to identify an Exception does not alleviate Client from its obligations with respect to

such Exception.

3. INSTRUCTIONS BY CLIENT REGARDING EXCEPTIONS.

Client agrees to access Online Banking Plus on each business day to view any identified Exceptions, and must notify Financial Institution by 12:00 p.m. Pacific Time which Exceptions that Client wants Financial Institution to pay/accept or return. If Client fails to notify Financial Institution by such deadline, the Exceptions will be handled as specified in the EBP Approval. By using the Services, Client authorizes Financial Institution to pay/accept or return Exceptions in accordance with its instructions. Financial Institution shall have no liability for payment or return of an Exception in accordance with the Client’s instructions (even if such item is altered, unsigned or bears a forged or unauthorized signature of Client) or pursuant to the default payment procedures described herein if Client does not provide timely instructions to Financial Institution.

4. PAYMENT/RETURN OF EXCEPTIONS.

Client acknowledges and agrees that the Services do not preempt Financial Institution’s standard processing procedures with respect to checks, which may cause a check to be dishonored even if Client’s instructions do not otherwise require Financial Institution to return such check. Financial Institution is required to act in accordance with applicable laws and regulations governing the processing of checks, and Financial Institution shall have no liability with respect thereto, or to any disputes between the Client and any third parties involved in the processing of a check.

5. APPLICABILITY TO CERTAIN OTHER TRANSACTIONS.

Client may not use the Services to limit transactions between Client and Financial Institution, and Client may not use the Services as

a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent (which are subject to separate, customary stop payment fees). The Services are not intended to limit Financial Institution's right to return a check unpaid if there are insufficient funds.

6. TELLER POSITIVE PAY. Where available and if requested by Client, Financial Institution may be able to compare checks presented for cash at a Financial Institution branch to the Issued Checks File. If Financial Institution can compare such check and it is determined to be an Exception, Financial Institution may refuse to cash such check and such refusal shall not be deemed to be a wrongful dishonor. In such event, Financial Institution will refer the check presenter to Client.

WIRE TRANSFER SERVICES AGREEMENT

This Wire Transfer Services Agreement (“Agreement”) contains the terms and conditions for the use of the Services (defined below) that Columbia Bank (“Financial Institution”) may provide to Client. Other agreements between Client and Financial Institution, including the Application & Agreement for Electronic Business Products (“EBP Application & Agreement”), the Notice of Approval or Changes for Electronic Business Products (“EBP Approval”), the Deposit Account Agreement and Disclosure (the “Account Agreement”), the Service Rules and any and all schedules, appendices or exhibits thereto (collectively, the “EBP Agreements”) with Financial Institution, are hereby incorporated and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have those meanings set forth in the EBP Agreements, as applicable. To the extent Client has not executed an EBP Application & Agreement or received an EBP Approval, use of the Services constitutes Client’s agreement to the terms and conditions set forth in the EBP Application & Agreement and Client’s waiver of any notice or amendment provisions in any existing agreement governing the Services. If Client has not received an EBP Approval, any transaction processing limitations or authorizations, client representative designations, fees and approvals applicable to Client’s use of the Services remain in effect without change until an EBP Approval has been issued to Client by Financial Institution and any references herein to information contained in an EBP Approval shall be deemed to mean such information previously designated and approved for Client by Financial Institution.

1. SERVICES; FEES. The Wire Transfer Services (collectively, the “Services”) are designed to allow Client to initiate wire transfers using certain of

its depository accounts at Financial Institution. Financial Institution shall transfer funds from Client’s deposit account with Financial Institution to any other account, whether such other account is with Financial Institution or another financial institution, in accordance with instructions received from Client. Client instructions shall include:

- Dollar amount;
- Client account number to be debited for wire transfer;
- Beneficiary bank name;
- Beneficiary bank branch address;
- Beneficiary bank routing/ABA number;
- Beneficiary name;
- Beneficiary physical address;
- Beneficiary account number;
- Any special instructions; and
- Such other information as Financial Institution may request.

Financial Institution shall execute the wire transfer instructions in any manner convenient to Financial Institution and shall select the means and routes for the transfer of funds as Financial Institution, in its sole discretion, considers appropriate under the circumstances. All wire transfer instructions shall be sent at Client’s risk. Financial Institution shall have no responsibility for any inaccuracy of translation, or any error or delay in transmission or delivery when such inaccuracies, errors or delays are outside of Financial Institution’s reasonable control. Without limiting the generality of the foregoing, Financial Institution may act in reliance upon any wire transfer instructions believed in good faith to have been authorized by Client, whether or not in fact given by Client. Financial Institution shall charge certain fees for the Services as described in the EBP Application & Agreement and EBP Approval.

2. SECURITY PROCEDURES.

Client acknowledges that Financial Institution shall adopt and utilize security measures for the communication of wire transfer instructions as Financial Institution deems reasonable from time to time in its sole discretion (“Security Procedures”). Such Security Procedures are included in the Online Banking Plus terms of use, and Client accepts the Security Procedures by using such platform. Client understands that failure to comply with Financial Institution’s Security Procedures may result in a delay in processing the wire transfer instructions. Client agrees to be bound by any wire transfer issued in Client’s name and accepted by Financial Institution in good faith, whether or not the Security Procedures are implemented by Client.

3. VERIFICATION. Client understands that confirmation and other procedures, including Security Procedures, may delay the completion of wire transfer requests. Financial Institution may elect not to act upon a wire transfer request if Financial Institution is unable to obtain proper verification of such request satisfactory to Financial Institution, or if there is any inconsistency between a wire transfer request and information previously supplied to Financial Institution. If Financial Institution is unable to verify a wire transfer request pursuant to its security procedures within a reasonable time, Financial Institution reserves the right to reject said transfer request. Financial Institution will make a reasonable effort to notify Client by telephone or electronic mail of such inability to verify and/or rejection; provided, however, that Financial Institution shall not be liable for any failure to provide such notice.

4. INCONSISTENT BENEFICIARY INFORMATION.

If a wire transfer request describes the

intended beneficiary inconsistently by name and account number, payment by the beneficiary's Financial Institution may be made solely on the basis of the account number. Client shall be bound by the wire transfer instructions if the wire transfer is completed solely on the basis of the beneficiary account number.

5. AMENDMENT OR CANCELLATION OF WIRE TRANSFERS.

Client shall have no right to amend or cancel a wire transfer request after it has been received by Financial Institution. However, Financial Institution shall make a reasonable effort to act on Client's request for amendment or cancellation of a transfer request before Financial Institution executes such transfer request, but Financial Institution shall have no liability if such amendment or cancellation cannot be effected.

6. REJECTION OF REQUESTS.

Financial Institution may reject any wire transfer request which does not comply with this Agreement or which it has been unable to verify through the use of the Security Procedures. Financial Institution may also reject any wire transfer request which exceeds the available funds in Client's originating deposit account or if it may be returned for any reason under the applicable wire transfer system rules or laws or regulations applicable thereto.

7. COLLECTED FUNDS. Financial Institution may, but shall not be obligated to, act upon a wire transfer request which exceeds the amount of collected funds in Client's account. If Financial Institution elects to make any transfer that exceeds the amount of collected funds, Client shall be liable for any amount transferred in excess thereof.

8. PROCESSING DATE. Financial Institution shall make a good faith effort to act upon all transfer requests on the same business day when such wire

transfer requests are received prior to the processing deadlines set by Financial Institution and modified from time to time (currently, 2:00 p.m. Pacific Time for transfers within the United States; 1:30 p.m. Pacific Time for wires transferred outside of the United States). Wire transfer requests received by Financial Institution after the processing deadlines, shall be processed no later than the following business day.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to your use of the Services, as defined in each of (i) the Deposit Plus User Agreement, (ii) the ACH Origination Services Agreement, (iii) the ACH Positive Pay Services Agreement, (iv) the Positive Pay Services Agreement and (v) the Wire Transfer Services Agreement (each, a "Service Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the applicable Service Agreement.

1. DUE DILIGENCE; AUDIT RIGHTS. Upon request of Financial Institution, Client agrees to promptly provide to Financial Institution such information pertaining to Client's financial condition as Financial Institution may reasonably request from time to time at Client's expense. Client authorizes Financial Institution to make an investigation of credit, either directly or through an agency. Client agrees to allow Financial Institution to examine all aspects of the Service processes at Client's site, including, but not limited to, retention and destruction of original checks, IT infrastructure, and internal security controls. If Client experiences any security or network breach, the actual or potential effects of which are related to the Services, Financial Institution may seize any affected computers of Client if needed for Financial Institution to conduct a forensic investigation. Client shall promptly notify Financial Institution if there are any changes to information previously provided by Client to Financial Institution or if new information becomes available. The Financial Institution further reserves the right to audit the Client to determine the Client's compliance with applicable law, the Rules, the EBP Agreements and Financial Institution's policies.

2. REQUESTS FOR CHANGES TO THE TRANSACTION LIMITS OR DESIGNATED ACCOUNTS.

Client may, from time to time, request that Financial Institution increase or decrease the transaction limits associated with the Services or change the Designated Accounts. Such requests shall be delivered in writing to Financial Institution and shall be subject to approval by Financial Institution.

3. AMENDMENTS; NOTICES.

From time to time, Financial Institution may amend any of the terms and conditions contained in any EBP Agreement. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Client or any other person, or to provide any notice or advice to Client or any other person with respect to any matter. Financial Institution shall be entitled to rely on written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative, and any such communication shall be deemed to have been signed by such person. All notices, demands, and other communications required or permitted hereunder shall be made in writing. Written notices to Client as required herein are effective when they are sent to the address provided by Client for the delivery of account statements or the email address provided by Client for the Client representatives identified in the EBP Approval. Client shall notify Financial Institution in writing at least thirty (30) calendar days prior to any change in Client's name or location. Written notices to Financial Institution must be sent to: Columbia Bank, P.O. Box 10727, Eugene, OR 97440, and are effective when received by Financial Institution.

4. ASSIGNMENT. Client may not

assign any EBP Agreement or any of the rights or duties hereunder or thereunder to any person without Financial Institution's prior written consent. Financial Institution may assign or delegate its duties under any EBP Agreement by operation of law or otherwise.

5. CHOICE OF LAW AND VENUE.

The validity, interpretation, enforceability and performance of the EBP Agreements shall be governed by and construed in accordance with the laws of the State of Oregon, with venue in Lane County.

6. ATTORNEY FEES. If suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of the EBP Agreements, including any guaranty provisions, or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorney fees, paralegals, accountants, and other experts' fees, court reporter fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the arbitrator or court at trial or on any appeal or review, in addition to all other amounts provided by law.

7. FACSIMILE OR OTHER ELECTRONIC SUBMISSION OF SIGNATURES.

Facsimile transmission, or any electronic submission of any EBP Agreement (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., docusign.com), and retransmission of any signed facsimile or other electronic transmission, will be the same as delivery of an original document. If required, an EBP Agreement may be signed in counterparts by any or all of the parties.

At the request of any party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

8. MISCELLANEOUS. Financial Institution may waive enforcement of any provision of an EBP Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of such EBP Agreement. Subject to Section 4, the EBP Agreements shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The EBP Agreements are not for the benefit of any other person, and no other person shall have any right against Financial Institution. Headings are used for reference purposes only. In the event that any provision of an EBP Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of such agreement and the other EBP Agreements shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

9. CHARGES FOR SERVICES. Client agrees that all fees and charges for the Services shall be either directly debited to the Designated Account(s) (or any other account Client may have with Financial Institution) or charged through account analysis as applicable under the Account Agreement for the Designated Accounts. Client agrees to pay Financial Institution all fees and charges for the Services, including but not limited to all applicable fees described in the EBP Approval and Financial Institution's service charge brochure and fee schedule, together with any other fees assessed in connection with providing the Services. All fees and Services are subject to change from time to time and without notice. Such fees do not include, and Client shall be responsible for payment of, any sales, use, excise,

value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Account Agreement or any other agreement between the Financial Institution and Client.

10. EBP AGREEMENTS; ACCEPTANCE OF TERMS; SERVICES. The EBP Agreements are subject to change from time to time. Financial Institution will notify Client of any material change to an EBP Agreement by any of the following methods: (1) secure messaging; (2) statement messaging; (3) email; (4) U.S. postal mail; or (4) posting a notice on Financial Institution's website and providing a link to the revised EBP Agreement. Client's continued use of the Services will indicate Client's acceptance of any revised EBP Agreement. Financial Institution reserves the right, in its sole discretion, to change, modify, add or remove any of the Services. Client's continued use of the Services will indicate Client's acceptance of any such changes to the Services. The current Service Rules in effect are available at all times on Financial Institution's website at therightbank.com. Client and Guarantor(s) may also request a copy of the Service Rules or other EBP Agreement at any time by contacting Financial Institution.

11. TERMINATION. Client may terminate a Service Agreement at any time. Such termination shall be effective on the second (2nd) business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate any Service Agreement immediately, and written notice of such termination shall be provided to Client. Any termination of this Agreement shall not affect any of Financial Institution's rights and Client's obligations with respect to Entries (as

defined in the applicable Service Agreement) or wire transfers presented or initiated by Client prior to such termination, or Client's payment obligations with respect to Services performed by Financial Institution prior to termination, or any other obligations that survive termination of the EBP Agreements. Financial Institution may require that Client maintain a deposit account at Financial Institution for a period of ninety (90) days following the termination of the Service Agreement in order to settle charged back items.

12. ENTIRE AGREEMENT. The EBP Agreements are the complete and exclusive statement of the agreement between Client and Financial Institution with respect to the subject matter hereof and supersede any prior agreement(s) between Client and Financial Institution with respect to such subject matter. In the event of any inconsistency between the terms of the EBP Agreements, the terms of the applicable Service Agreement shall govern. In the event performance of the Services in accordance with the terms of the applicable Service Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by such Service Agreement, then the EBP Agreements shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Client as a result of such violation or amendment. No course of dealing between Client and Financial Institution will constitute a modification of any Service Agreement, the EBP Agreements or the security procedures or constitute an agreement between Client and Financial Institution, regardless of whatever practices and procedures Client and Financial Institution may use.