

Zions Bancorporation, N.A.,
doing business as
**Amegy Bank, California Bank & Trust, National Bank of Arizona,
Nevada State Bank, Vectra Bank and Zions Bank**

Multiple Party Addendum
to Business Digital Banking Services
(version November 2018)

Primary Company ID: _____

Primary Company Name: _____

Primary Company Tax ID: _____

Primary Company Account No.: _____

Administrator's (CSA) Email Address: _____

The "**Primary Company**" named above receives business digital banking services ("**Digital Banking**") under a "**Digital Agreement**" with Zions Bancorporation, N.A. ("**Bank**"). Each "**Participating Client**" named in this Multiple Party Addendum ("**Addendum**") has its own Digital Agreement. (Any Participating Client that has not executed or accepted a Digital Agreement hereby assumes the Primary Company's Digital Agreement as its own.) Primary Company and each Participating Client is referred to individually herein as a "**Client**." Other capitalized terms are defined at the end of this Addendum. Each Client hereby agrees, jointly and severally, to this Addendum.

Each Client and Bank agrees that the terms of this Addendum are hereby incorporated into that Client's Digital Agreement. If any term in this Addendum conflicts with a term in the Client's Digital Agreement, the term in this Addendum shall prevail.

1. Request to Link Accounts; Authorized Individuals Are Agents for Each Client. Each Client requests Bank to link all the Participating Clients' "Accounts" (defined below) to the Primary Company ID so that Authorized Individuals (defined below) can access and transact business in each and all of the Accounts. **Each Client hereby agrees, designates and appoints, as follows: each present and future Authorized Individual (defined below) appointed by the Primary Company is and shall be the authorized agent of each Client in all matters pertaining to Client's Digital Banking Service and Accounts within Digital Banking; all instructions, orders, requests, authorizations, waivers, enrollments or activations of services, and other actions and omissions by an Authorized Individual shall be binding upon the Client without further inquiry by Bank, and all notices and disclosures (including legally-required written disclosures) sent by Bank to an Authorized Individual shall be conclusively deemed delivered to the Client. In addition, any notice by Bank to Primary Company shall constitute notice to all Participating Clients.**

2. Client Acknowledgements. Primary Company and each Participating Client certifies that it has read and agrees to the terms of this Addendum and its Digital Agreement (as amended from time to time). Without limiting the scope of this Addendum, each Client specifically acknowledges and agrees as follows:

- (a) Primary Company and each Participating Client is allowing funds transfers, without inquiry by or notice from Bank, between their respective Account(s) listed in the table below and:
 - (i) Accounts of the Primary Company;

- (ii) Accounts of any other Participating Client(s);
 - (iii) Accounts of any individual or business that Primary Company may in the future add as a Participating Client; and
 - (iv) Any other deposit or loan account, held at the Bank or outside the Bank, regardless of whether that account is owned by a Client, that the Primary Company or a Participating Client has enrolled in Digital Banking or designated as a payee through Digital Banking (including without limitation beneficiaries of payments scheduled through services such as "External Transfers," "Bill Pay," ACH services, wire services, etc.).
- (b) The Primary Company may add additional Participating Clients, or additional Accounts of present or future Participating Clients, to this Multiple Party arrangement without notice to, or the knowledge or consent of, any other Participating Client.
- (c) The Primary Company may add additional Authorized Individuals to this Multiple Party arrangement without the knowledge or consent of any other Participating Client. Such Authorized Individuals may or may not be signers on the Participating Client's Account(s), in which case funds can be transferred to or from any Participating Client's Account(s) by individuals who are not signers on the Participating Client's Account(s).
- (d) Funds may be transferred from a Client's Account(s) to the Account(s) of other Clients, and thereafter may not be available to that Client. Each Client acknowledges that, once funds are transferred to another Client's Account, those funds can be further transferred or drawn by any means or person authorized for transfers or draws from that other Client's Account.
- (e) Bank is not obligated to make any inquiry with respect to any transfer or other transaction initiated or requested by an Authorized Individual or a person using an Authorized Individual's online Access Credentials. Subject to applicable consumer protection laws (e.g., Regulation E), all transfers or transactions made by an Authorized Individual or another person using an Authorized Individual's Access Credentials shall be deemed "authorized" and effective as against Clients, even if the transfer or transaction was not in fact authorized by Client. Bank has no obligation to notify Clients of any transfers or transactions, other than disclosing transfers by periodic statements to the applicable Account owner and by making Account information available via ordinary online access to Account owners and Authorized Individuals.
- (f) Client agrees that verification of the authorization and authenticity of instructions for transfers (or any other transactions) by use of an Authorized Individual's Access Credentials is commercially reasonable for Client's particular needs, considering the size, type and frequency of Client's Accounts, transactions and digital banking activities. Client acknowledges that the Multiple Party arrangement established by this Addendum is entirely voluntary, and that Bank recommends the higher security practice of **not** linking that Client's Accounts to other Clients' Accounts.
- (g) Transfers by Authorized Individuals, alone or in conjunction with other transfers by or on behalf of Client, could result in a negative balance in Client's Account. If an Account is connected to any product designed to prevent negative balances (including without limitation overdraft protection, line of credit, sweeps, etc.), then an Authorized Individual can access or cause a draw on the available credit under that product. If an Account is linked to another deposit account for purposes of preventing negative balances, then an Authorized Individual can access or cause a transfer of available balances in that linked deposit account (even if that account is not an "Account" hereunder). If the negative balance prevention product or linked deposit account has no available balance, then a negative balance may result in the Account or the linked deposit account. Client is required to pay all balances in its negative balance prevention product, and any negative balances that may arise in its overdrawn Account or linked deposit account, together with associated interest and fees, in

accordance with the applicable Deposit Account Agreement, negative balance protection product, and governing law. Nothing in this Addendum, however, constitutes a commitment by Bank to extend any credit or honor any overdraft or transfer in excess of available funds. Any Client that receives a transfer from another Client's Account which (i) creates a negative balance in the other Client's Account (or in another deposit account that is linked to the other Client's Account), or (ii) creates a draw on the other Client's negative balance prevention product, shall be jointly indebted to Bank in the amount of that transfer (or the overdraft or draw, whichever is less). If a Client's Account is a loan account, then an Authorized Individual may be able to access that Account and draw advances against the loan, obligating Client to repay those advances, together with associated interest and fees, in accordance with the terms of that loan account. Bank shall have the right, but no obligation, to require a Client to execute a separate addendum to its Digital Agreement before permitting Authorized Individuals to make online draws against or transfers from Accounts that constitute loan accounts. Not all functions to which a Client consents in this Addendum may be available by Bank.

- (h) Bank may add, modify or delete features and capabilities of Digital Banking on an ongoing basis (including without limitation types of accounts from which or to which transfers may be made online; and type and amounts of transfers that can be made online) without prior notice. Notwithstanding any such additions, modifications or deletions, Client hereby reaffirms its duties described in the next subsection.
- (i) Each Client shall have the sole responsibility, on an ongoing basis, for:
 - (i) Monitoring the features and capabilities of Digital Banking, and assessing the propriety of Client continuing its enrollment in Digital Banking.
 - (ii) Assessing the propriety of Client's continuing participation in this Addendum's Multiple Party arrangement (which includes without limitation the Primary Company's authority and ability to designate additional Participating Clients, additional Accounts, and additional Authorized Individuals).
 - (iii) Obtaining from the Primary Company updated listings of all Participating Clients, Accounts and Authorized Individuals in this Multiple Party arrangement, together with such further information concerning such Clients, Accounts and Authorized Individuals as the Participating Client deems necessary.
 - (iv) Obtaining from the Primary Company the level of access (such as "View Only" or "Full") provided to each Authorized Individual, and determining the propriety of that level of access. Client acknowledges that Authorized Individual (and through them other Clients) will have access to Client's account information (e.g., balances, transaction details, etc.), and Client hereby consents to that access.
 - (v) Establishing and maintaining appropriate procedures to account for its funds and transactions in its Accounts.

3. Participating Client List. List all accounts of Participating Clients that the Clients are hereby requesting Bank make accessible to Authorized Individuals via Digital Banking. This list supplements any prior listing and is subject to addition by any current or future Participating Client.

Action:				Account Type:
Add/Delete	Participating Client	Account No.	Tax ID No.	[Bus./Consumer]
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note: Use an additional page if more space is needed to list Accounts.

4. Addition and Removal of Participating Clients. Additional Participating Clients shall be added to this Multiple Party arrangement by execution of a supplementary Addendum by (a) the additional Participating Client and (b) the Primary Company. (However, any additional Participating Client that actually accesses or transacts business in any of the other Client's Account(s) through an Authorized Individual shall be deemed to have accepted and become bound by all the terms and obligations of this Addendum. The failure of any additional Participating Client to execute a supplementary Addendum (1) shall not relieve that additional Participating Client from any term or obligation of this Addendum, and (2) shall not relieve any other Client from any term or obligation of this Addendum.) Each supplementary Addendum shall be considered a part of this Addendum, collectively comprising a single Addendum.

A Participating Client may be removed from this arrangement by written notice to Bank by (a) such Participating Client, (b) the Primary Company, or (c) the Bank. Removal of a Participating Client shall not relieve that or any other Client of any contingent or matured obligation incurred hereunder prior to that removal.

Each Participating Client hereby approves of the addition or removal, at any time, of other Participating Clients, Accounts and Authorized Individuals without notice to or further consent of such Participating Client.

5. Centralized Fees and Collection. A single Account owned by one Client shall be designated by the Primary Company (the "**Central Billing Account**"). All fees for Digital Banking services for any Account shall be charged to that Central Billing Account, regardless of which Client owns the Account receiving the Digital Banking services. Bank will not allocate fees between Clients. Any allocation and reimbursement of fees between Clients shall be the sole responsibility of the Clients between themselves, jointly and severally.

Fees (if any) for linking Clients' Accounts under this Addendum (or future addenda to join additional Clients or Accounts) shall also be charged to that Central Billing Account.

The Client that owns the Central Billing Account hereby consents to Bank debiting the Central Billing Account for all Digital Banking fees incurred by all Clients for linked Accounts.

Fees for Digital Banking services are governed by Clients' Digital Banking Agreements and their fee schedules, not this Addendum. For example, without limitation, Digital Banking services may include fees for Bill Pay, Direct Connect, ACH services, online wires, number of enrolled Accounts, and/or the number of transactions in an Account or across linked Accounts.

6. Indemnification. The Clients, jointly and severally, shall indemnify, defend and hold harmless Bank, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, demands, damages, losses, liabilities, causes of action, costs, and expenses (including without limitation attorney fees and costs of court) arising out of or in connection with this Addendum, their Digital Agreements, this Multiple Party arrangement, or any transactions under the foregoing (whether in contract, tort or otherwise), except to the extent that they arise from the gross negligence or willful misconduct of the Bank. This section shall survive the termination of any Digital Agreement, this Addendum or this Multiple Party arrangement (and, with respect to any Participating Client that is removed from this Multiple Party arrangement, such Participating Client's removal from this Multiple Party arrangement).

7. Limitations on Bank's Liability. **Subject to any applicable consumer protection laws, IN NO EVENT WILL BANK BE LIABLE TO CLIENTS FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF ANY OPPORTUNITY OR GOOD WILL OR THE RESULTING EFFECT OF SUCH LOSS ON CLIENTS' BUSINESS, EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

8. Unauthorized Transactions; Lost or Stolen Access Credentials. If any Client has reason to believe that its Access Credentials, Mobile Device or any other access device may have been lost or stolen, or that someone may have transferred or may transfer funds from its Account without its authorization, Client must call Customer Service

IMMEDIATELY. See your Deposit Account Agreement for a listing of Customer Service numbers and addresses.

For Consumer Clients: for a complete disclosure of your additional rights and Bank's responsibilities and liability with respect to unauthorized transactions, please see your Deposit Account Agreement.

9. Errors or Questions. A Client should promptly contact the Bank's Customer Service regarding errors or questions about transfers or its Account(s). See your Deposit Account Agreement for a listing of Customer Service numbers and addresses.

For Consumer Clients: your Deposit Account Agreement outlines how errors or questions on electronic funds transfers are processed.

10. Additional Agreements. The terms of this Addendum are in addition to, and not in derogation of, Bank's rights and limitations of liability (including but not limited to disclaimers of warranty and exclusions of damages) and Client's duties under their Digital Agreements, any agreement regarding online access to loan accounts, each Client's Deposit Account Agreement with Bank, any Client's treasury management services agreement, and any other applicable deposit or credit agreement between Client and Bank, as those agreements may from time to time be amended. The terms of Clients' Deposit Account Agreements and Digital Agreements with Bank, as they are amended from time to time, are hereby incorporated and made a part of this Addendum.

11. Dispute Resolution. Any dispute arising out of or in connection with this Addendum, a Digital Agreement, this Multiple Party arrangement, or any transaction under the foregoing shall be resolved in the manner provided for dispute resolution in the Client's Deposit Account Agreement with Bank, as amended from time to time.

Those provisions include a waiver of rights to trial by jury.

12. Consumer Accounts. Bank reserves the right, but shall not be obligated, to impose additional requirements or restrictions on linked consumer Accounts, such as (1) requiring any consumer customer to enroll in consumer Digital Banking services and accept the consumer Digital Agreement before enrolling in business Digital Banking, (2) requiring consumer customers to enter consumer Digital Banking Access Credentials as well as business Digital Banking Access Credentials, (3) limiting or restricting the functions and accessibility of consumer Accounts via business Digital Banking; and (4) limiting some or all Digital Services functionality for a consumer Account to the owner of that consumer Account or to selected Authorized Individuals.

13. Termination and Suspension. Bank may terminate or suspend this Addendum as to any or all Clients or Accounts for any or no reason. Bank will endeavor to provide at least five (5) day's prior notice to the Primary Company, but shall have the right to act on less or no notice for exigent circumstances including but not limited to security purposes.

Primary Company may terminate this Addendum in its entirety, or as to any one or more Participating Client(s), by delivering five (5) business days prior written notice to Bank. A Participating Client may terminate this Addendum with respect to itself by delivering five (5) business days prior written notice to Bank.

14. Definitions. In addition to the terms defined above and in the Digital Agreements, the following definitions apply to this Addendum:

Accounts: means all of the following accounts which Bank elects to make accessible through Digital Banking: (1) **all** deposit accounts of the Primary Company that are accessible via its Primary Company ID, (2) the **specific** deposit accounts of the Participating Clients identified in the table above or in any supplementary Addendum, and (3) any of Client's loan accounts that Bank agrees with the Client to make accessible online for advances or transfers via Digital Banking. If a Client's Account is closed and a new account substituted, "Account" shall include the substituted account. (Note: all Accounts to be linked under this Addendum must be held at the same Division of Bank. See the definition of Bank.)

Access Credentials: means one or more login ID, password, identification number, token, biometric identification (e.g., fingerprint) or other means of identification and authentication, or combination thereof, that Bank requires for logging into or otherwise accessing the Service or a particular function of the Service. Clients are responsible for the safekeeping of all Access Credentials issued to or by Clients.

Addendum: this Multiple Party Addendum to Business Digital Banking Services, and any prior or subsequent addendum or supplemental listing executed by Primary Company adding Participating Clients or Accounts to this Multiple Party arrangement.

Authorized Individual. An "Authorized Individual" is any individual that the Primary Company has authorized (or hereafter authorizes) to access Accounts. "Authorized Individual" includes the Primary Company's Customer System Administrator ("CSA"), and any person granted online Access Credentials by a person using the CSA's online Access Credentials or by Bank at the request of the Primary Company. An Authorized Individual is not a Participating Client unless that individual is also specifically designated as a Participating Client by listing that individual's personal Account in the table above (or in any supplementary Addendum by which Primary Company adds the individual to this Multiple Party arrangement). Authorized Individuals may sometimes be called "users."

Bank: means Zions Bancorporation, N.A. Bank does business through divisions under the trade names Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank and Zions Bank, each a "Division."

Clients: means Primary Company and the Participating Clients.

Digital Banking means the suites of online and mobile banking services that Bank makes available to businesses and to consumers. Linkage of Accounts under this Addendum, however, must be through a business Digital Services channel.

Digital Agreement means one or more agreements (as amended to date, and hereafter amended from time to time) between Bank and a business or consumer customer for providing Digital Banking services for the Client's Accounts. As used herein, "Digital Agreement" shall also include any agreement between Client and Bank granting online access to Client's loan accounts. (Digital Agreements may have various names, such as Internet Banking Agreement, Business Online Banking Agreement, Consumer Online and Mobile Banking Agreement, Online Banking Agreement, or Digital Banking Services Agreement.) Digital Banking Agreement can also include supplemental agreements for functions or services (e.g., Bill Pay or Online Wires) that are accessed by logging into primary Digital Banking service.

Participating Client: each entity and individual identified as a Participating Client in the table above (or in any supplementary Addendum by which Primary Company adds Participating Clients to this Multiple Party arrangement).

Primary Company: the entity identified as the Primary Company at the beginning of this Addendum.

Primary Company ID: the identification number (sometimes called an "IBN" or "online banking profile") that is assigned to the Primary Company, and to which the Accounts of Participating Clients will be linked pursuant to this Addendum.

Effective Date. As between Bank and any Client, this Addendum is effective upon Bank linking that Client's Accounts to the Primary Company ID.

FOR THE PRIMARY COMPANY (as named at the top of this Addendum):

By: _____ Date: _____

For the Primary Customer. I also personally represent and warrant that I am a Corporate Officer, Trustee, LLC Manager or Managing Member, General Partner or other Principal of the Primary Company, duly authorized to execute this Multi-Party Addendum and to agree to the attached Multi-Party Addendum on behalf of the Primary Company.

Print the name of signer: _____ Title of signer: _____

Certification by Second Principal (unless above signer is the sole officer, trustee, manager, member or general partner):

I, the undersigned individual, hereby personally certify that:

(1) I am an authorized Corporate Officer, Trustee, LLC Manager or Managing Member, General Partner or other authorized Principal of the Primary Company, and

(2) The above Multi-Party Addendum has been duly executed by the above signer on behalf of the Primary Company and is binding upon the Primary Company without further execution or approval. (If additional signatures are required to bind the Primary Company, they appear on copies of this page attached hereto.)

Signature: _____

Print the name of signer: _____ Title of signer: _____

[Remainder of this page intentionally blank.]
[Execution by Participating Clients begins on the next page.]

EXECUTION BY PARTICIPATING CLIENTS

IN WITNESS WHEREOF, Participating Client, has caused this Addendum to be executed and delivered by its duly authorized officer.

Authorized Signer(s). Each individual executing this Addendum below represents, warrants and certifies to Bank that he or she (a) is, as applicable, an authorized signer of the Participating Client listed in the table above, or the owner of the Participating Client's personal account listed in the table above, and (b) has full authority to bind such Participating Clients to the terms of this Addendum.

Participating Client: _____

By: _____

Date: _____

Printed Name: _____

Title: _____

Participating Client: _____

By: _____

Date: _____

Printed Name: _____

Title: _____

Participating Client: _____

By: _____

Date: _____

Printed Name: _____

Title: _____

Participating Client: _____

By: _____

Date: _____

Printed Name: _____

Title: _____

(Use additional signature pages as needed)

For Branch Use Only

Zions Bancorporation, N.A., Division Name: _____

Branch Name: _____ Branch Contact: _____

Branch Manager / Account Officer Signature: _____

Branch Manager / Account Officer Printed Name: _____

Branch Number / Cost Center: _____ Date Submitted: _____

For Online Banking Department Use Only

Date Received: _____ Date Set-Up Completed: _____

Date verified that (1) any consumer accounts are enrolled in **both** consumer online banking and business online banking channels and (2) the centralized billing account for linked accounts is not a consumer account: _____