

Zions Bancorporation, National Association
 doing business as
**Amegy Bank, California Bank & Trust, National Bank of Arizona,
 Nevada State Bank, Vectra Bank Colorado, and Zions Bank**

e-Sign Consent and Consumer Supplement **to the Treasury Management Master Services Agreement** **for Treasury Internet Banking** (Version June 2020)

As used in this e-Sign Consent and Consumer Supplement to the Treasury Management Master Services Agreement for Treasury Internet Banking (this **“Supplement”**):

“Bank” means Zions Bancorporation, N.A. Zions Bancorporation, N.A. operates through divisions under trade names including Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions Bank.

“Consumer Accounts” means accounts that you hold for personal, family, and household purposes, and that are linked to the Primary Company’s account(s) so that you and your Consumer Accounts can receive the Service.

“Primary Company” means Bank’s treasury management customer which receives Balance Reporting and Payments Service (also known as **“Treasury Internet Banking”**) (the **“Service”**) as evidenced by its Acceptance of Treasury Management Services (the **“TMA”**) and a Treasury Management Master Services Agreement (the **“MSA”**) with Bank.

“You”, “your” and **“yours”** mean the holder of Consumer Accounts.

You hereby agree that this Supplement shall govern your Service and your Consumer Accounts. This Supplement is in addition to your TMA, the MSA, your Deposit Account Agreement and any applicable Specifications, addenda, user guides, setup forms, and fees related your Service.

The terms of this Supplement are hereby incorporated into the MSA. If any term in this Supplement conflicts with a term in the MSA or any TMA, the term in this Supplement shall prevail. Any capitalized terms that are used but not defined herein shall have the same meanings as used in the MSA or TMA. Please note that this Supplement applies only to your Consumer Accounts and not any proprietorship or other business accounts.

1. Consent to Electronic Disclosures and Records.

- (a) Consent. Bank is required to disclose certain information to consumers in writing. With your prior consent, however, Bank can provide that information electronically rather than by paper. Bank also needs your general consent to use electronic records for certain consumer and business transactions.

By executing this Agreement, you hereby consent and agree to: (a) Bank delivering disclosures, notices and other information (including this Agreement) in only electronic form, even those required by law to be provided in writing, and (b) to Bank’s using electronic records and communications with you in connection with the Service. Your consent extends to each Consumer Account that you now or hereafter enroll in the Service.

You agree that your use of the Service to electronically authorize, instruct or interact with Bank (including but not limited to ordering a funds or wire transfer, making a bill payment, borrowing from or paying an eligible credit account, applying for or the activation of or the accepting of the terms of an additional service feature or related service, accepting or receiving documents or notices, self-administering your Service or its settings or configurations) shall have the same force, effect and authority as if signed by you and delivered to Bank by paper.

- (b) Canceling. You may at any time withdraw your consent to electronic delivery instead of paper by calling or writing your Consumer Customer Care Representative (defined below), but Bank may then terminate your ongoing use of your Service. Your consent for this Supplement is in addition to any other consents to electronic delivery you may have given for any separate agreements with Bank. Withdrawing your consent under this Supplement will not by itself cancel your consents for electronic delivery under those separate agreements.
- (c) System Requirements. To use the Service and receive electronic disclosures: you must be enrolled and activated in the Service, your computer and/or mobile device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; you must be connected via your internet service provider or your mobile communications data service provider; your computer or mobile device must use a commonly accepted and recent updated version of an HTML compliant web browser that supports Transport Layer Security (“TLS”) encryption; you must have, maintain and provide Bank with your valid, active updated email address(es) for sending, receiving and retaining communications with the Service; and you must be able to connect to websites via hyperlinks in email. For Mobile Treasury Internet Banking (“**Mobile TIB**”), you must also have the most recent version of Bank’s Mobile TIB software installed on your mobile device, have your mobile device and mobile phone number registered with Mobile TIB, and have your mobile device enabled for SMS text messaging. You must regularly install updates as they become available to your computer’s and/or mobile device’s operating system, web browser and PDF reader (and, if applicable, your Mobile TIB Software). Bank may (but is not required to) deny service (1) if security features of your software, computer or mobile device have not been updated, or have been disabled or modified (e.g., a “jailbroken” mobile device), or (2) if you are using a disposable (e.g., “burner”) mobile device.

You hereby confirm and warrant to Bank that you have (1) the required system as described above, and (2) verified your hardware and software, and your ability to access, view and print or electronically save (including taking screenshots) electronically delivered disclosures and communications. If you are not able to view and print or save such notices and disclosures, you must not enroll in or use the Service.

- (d) Electronic Delivery. Permissible electronic delivery by Bank includes (i) by email to any address that Bank has on its Service records, including attaching documents to the email, or providing links to or instructions for navigating to documents posted online; (ii) by SMS text message to any mobile device telephone number you may have provided to Bank (including but not limited to the mobile number that you have listed in connection with the Service or any of its functions; (iii) by display on your screen or other “in-product” message or alert during your Service activity (including Mobile TIB activity); (iv) by posting it to the Service’s message center; (v) by message printed on the periodic statement for your Consumer Accounts or account analysis statements in which your Consumer Accounts appear); or (vi) any other electronic means that you have authorized elsewhere (e.g., our Information Reporting Service) or hereafter authorize pursuant to this Supplement. Any of the foregoing methods of electronic delivery may be used for any Service function that requires logging into the Service to use (e.g., Automated Clearing House (ACH) entries internal book transfers, Fedwire wire transfers), even if that function has its own terms and conditions that do not themselves list the foregoing methods of electronic delivery.

Electronic disclosures can include, without limitation, prior notice to you of changes in fees; preauthorized debits that vary in amount to your Consumer Accounts; notices of acceptance, execution, or rejection of any wire transfer orders or payment instructions; notices of receipt or dishonor of payments; notices regarding your e-Statements, Information Reporting and Stop Payments Service within your Service; notice of fees incurred; and notices regarding changes to the Service, including notices of amendment to this Supplement.

- (e) Change in Contact Information. You are solely responsible for advising Bank of any change in your email, mobile device number, or other electronic or postal addresses you use for the Service or your Consumer Accounts. You can do so by calling or writing your Treasury Representative.
- (f) Paper Copies. Bank does not charge consumers for electronic delivery (but may charge a linked business account for electronic delivery to consumers.) Bank ordinarily does not send paper copies of electronic communications. You may request a paper copy of an individual prior electronic notice or disclosure by calling or writing your Treasury Representative. Ordinary copy fees as disclosed for your enrolled Consumer Accounts shall apply.
- (g) Your Agents. As used in this Section 1, disclosures to “you,” communications to or from “you,” and “your” use of the Service includes delivery of disclosures to, communications with, and use of the Service by persons deemed to be your agents. See Section 3 whereby the Primary Company’s Administrators and Authorized Users are deemed your Authorized Agents.

2. Customer Service. The telephone number and addresses for your Customer Service depends on what type of assistance you need and which Division of Zions Bancorporation, N.A. you have enrolled in the Service with:

For your Consumer Customer Care Representative (“**Consumer Customer Care Representative**”):

<u>For Customers of:</u>	<u>Call:</u>	<u>Or write:</u>
Amegy Bank	(800) 287-0301	P.O. Box 1507 Salt Lake City, UT 84110-1507
California Bank & Trust	(800) 400-6080	550 S. Hope Street, 3 rd Floor Los Angeles, CA 90071
National Bank of Arizona	(888) 244-6622.	6001 N. 24 th Street Phoenix, AZ 85016
Nevada State Bank	(888) 835-0551	P.O. Box 990 Las Vegas, NV 89126-0990
Vectra Bank Colorado	(888) 648-7850	P.O. Box 30709 Salt Lake City, UT 84130
Zions Bank	(800) 974-8800	One Main Street, 7 th Floor Salt Lake City, UT 84133

For your Treasury Management Representative (“**Treasury Management Representative**”):

Amegy Bank of Texas	(713) 235-8805	Attn: Treasury Management P.O. Box 27459 Houston, TX 77227-7459
California Bank & Trust	(888) 316-6500	Attn: Treasury Management 550 S. Hope St. Ste 300 Los Angeles, California 90071
Nevada State Bank	(800) 693-7695	Attn: Treasury Management 600 White Drive Las Vegas, Nevada 89119
National Bank of Arizona	(888) 241-5550	Attn: Treasury Management 5500 W. Chandler Blvd Suite 1 Chandler, Arizona 85226
Vectra Bank Colorado	(800) 341-8156	Attn: Treasury Management 2000 S. Colorado Boulevard Suite 2-1100 Denver, Colorado 80222
Zions Bank	(800) 726-7503	Attn: Treasury Management 310 South Main Street, Ste 1400 Salt Lake City, Utah 84101

3. Primary Company, Administrators and Authorized Users Are Your Agents. You hereby designate all of the Primary Company’s present and future Administrators and other Authorized Users (as defined in the MSA) to be your Administrators and Authorized Users for your Consumer Accounts. You hereby agree that the Primary Company, and each present and future Administrator or other Authorized User designated by the Primary Company who transacts in, provides any instruction to, or enters into any agreements regarding or relating to any of your Consumer Accounts within the Service, is hereby appointed and shall be your authorized agent (each an “**Authorized Agent**”) in all matters pertaining to your Consumer Accounts enrolled in the Service. You further agree that any actions of an Authorized Agent relating to any of your Consumer Accounts or within the Service shall be as if such actions were yours personally and that all disclosures (including legally-required written disclosures), notices, terms, statements, instructions, or communications delivered by Bank to an Authorized Agent, shall be conclusively deemed to be delivered to you and shall be binding upon you without further inquiry by Bank.

If you wish to revoke one or more Authorized Users as your Authorized Agent, you must either: a) cause the Primary Company’s Administrator(s) to remove such Authorized User’s access to your Consumer Accounts (and look solely to the Primary Company in the event of further access by that user); or b) instruct Bank to remove your Consumer Accounts from the Service and the Primary Company’s Treasury Internet Banking “Profile” (as defined below).

4. Your Acknowledgements. You certify that you have read and agree to the terms of this Supplement, the MSA, the TMA and your Deposit Account Agreement (each as amended from time to time). Without limiting the scope of this Supplement, you specifically acknowledge and agree as follows:

- (a) That the agency arrangement established by this Supplement (including but not limited to Section 3) is entirely voluntary, and that Bank recommends the higher security of not linking your Consumer Accounts to Primary Company's accounts. You are allowing funds transfers by an Authorized Agent, without inquiry by or notice from Bank, between your respective Consumer Account(s) and accounts of the Primary Company or other third parties linked to Primary Company's Service Profile (all of the foregoing accounts are referred to as its "**Profile**");
- (b) This Supplement will apply to any Consumer Accounts that you may in the future add to your Service.
- (c) Primary Company may add additional accounts of its own or of third Parties to its Profile without your knowledge or consent;
- (d) The Primary Company may add additional Authorized Users (including Administrators) to its Profile without your knowledge or consent. Such Authorized Users shall also be your Authorized Agents.
- (e) Funds may be transferred between your Consumer Account(s) and other accounts in the Primary Company's Profile, and thereafter may not be available to you. You further acknowledge that, once funds are transferred to another account, those funds can be further transferred or drawn by any means or person authorized for transfers or draws from that account.
- (f) Bank is not obligated to make any inquiry with respect to any transfer or other transaction initiated or requested by an Authorized Agent or a person using an Authorized Agent's Access Credentials. Bank has no obligation to notify you of any transfers or transactions, other than disclosing transfers by periodic statements to the you or Primary Company and by making account and Consumer Account information available via ordinary online access to Authorized Agents.

All transfers (including ACH, wires and book transfers), transactions, instructions and communications made by an Authorized Agent or another person using an Authorized Agent's Access Credentials shall be deemed "authorized" and effective as against your Consumer Account and any other accounts in Primary Company's Profile, even if the transfer or transaction was not in fact authorized by you, your Authorized Agent, or Primary Company. You agree that verification of the authorization and authenticity of instructions for transfers and other transactions by use of an Authorized Agent's Access Credentials is commercially reasonable for your particular needs, considering the size, type and frequency of your Consumer Accounts, transactions and Treasury Internet Banking activities.

- (g) Transfers by your Authorized Agent(s), alone or in conjunction with other transfers by or on behalf of you, could result in a negative balance in your Consumer Account. If your Consumer Account is connected to any product designed to prevent negative balances (including without limitation overdraft protection, line of credit, sweeps, etc.), then an Authorized Agent can access or cause a draw on the available credit under that product. If your Consumer Account is linked to another deposit account for purposes of preventing negative balances, then your Authorized Agent can access or cause a transfer of available balances in that linked deposit account. If the negative balance prevention product or linked deposit account has no available balance, then a negative balance may result in your Consumer Account or the linked deposit account.

You are required to pay all balances in your negative balance prevention product, and any negative balances that may arise in your overdrawn Consumer 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 Supplement, however, constitutes a commitment by Bank to extend any credit or honor any overdraft or transfer in excess of available funds. You and Primary Company shall be jointly liable for any Consumer Account or account that receives a transfer from another Consumer Account or accounts which (i) creates a negative balance in the other account or Consumer Account (or in another deposit account that is linked to your Consumer Account(s)), or (ii) creates a draw on your Consumer Account's negative balance prevention product.

(h) You shall have the sole responsibility, on an ongoing basis, for:

(i) Monitoring your Consumer Account, and assessing the propriety of linking your Consumer Account with Primary Company's accounts for the Services.

(ii) Monitoring your Authorized Agent and all Authorized User's to assess the propriety of having them act as your agents as it relates to your Consumer Account.

(iii) Monitoring all transfers and transactions in relation to your Consumer Accounts and any of Primary Company's accounts, for any errors or unauthorized transfers.

(iv) Establishing and maintaining appropriate procedures to account for your funds and transactions in your Consumer Accounts.

(i) Bank may add, modify or delete features and capabilities of the Service on an ongoing basis without prior notice. Notwithstanding any such additions, modifications or deletions, you hereby reaffirm your duties described in this Supplement.

5. Error Resolution. Your Deposit Account Agreement sets forth your error resolution rights (and how to assert them) for consumer electronic funds transfers governed by Regulation E. A copy of your Deposit Account Agreement can be obtained online in the Agreement Center of the Bank's website, or from any Bank branch, or by calling your Consumer Customer Care Representative at the number above.

6. Unauthorized Transfers and Limits on Your Liability. Your Deposit Account Agreement sets forth your error rights (and how to assert them) and liability limits under Regulation E for unauthorized electronic funds transfers in consumer deposit accounts. A copy of your Deposit Account Agreement can be obtained online in the Agreement Center of the Bank's website, or from any Bank branch, or by calling your Consumer Customer Care Representative at the number above.

7. Fees. Certain fees may apply for linking your Consumer Account(s) to Primary Company's accounts and/or to transactions performed while using the Service. Those fees are either (a) stated in your separate fee schedules for your Consumer Account; or (b) displayed within the Service itself when you request the transaction but before the fee is actually incurred.

Fees may also be assessed by your internet or mobile communications service provider. You are responsible for all fees and charges that you may incur to any communications service provider or any other third parties.

Bank reserves the right to change (amend, add or delete): (a) fees for the Service; (b) for linking your Consumer Accounts to Primary Company's accounts; and (c) any term of this Supplement. Bank will send you such notice of those changes as may be required by law or by its other agreements with you.

Notices of new or increased fees will be provided as required by law or the MSA before the effective date of the change. Notice of other changes, if presenting an adverse impact to you or otherwise required by law, will be provided as required by law or the MSA unless an immediate change is necessary in our discretion for exigent circumstances (e.g., maintaining the security of the system). If an immediate change cannot be disclosed before it is effective, Bank will provide any required notice within a reasonable time thereafter. By continuing to use the Service after a change (or after the effective date of any prior notice), you are accepting the changes. Changes to fees applicable to your Consumer Accounts are governed by this Supplement, any applicable fee schedules, any TMA, the MSA, and any applicable Specifications. Features and functionality may be amended without prior notice unless required by law.

8. Types of Transfers Allowed. You can transfer funds from your Consumer Accounts (a) to any of Primary Company's accounts or to another person's eligible account with Bank (collectively "**Internal Book Transfers**"), (b) if Bank allows, to your eligible credit accounts ("**Internal Payments**"). Details of your transfers will be available through the Service and listed on your regular account statements.

Bank has the right to establish, without prior notice, limitations on the amount or number of Internal Book Transfers. Such limits shall be found in your Specifications. Bank may also without prior notice increase, decrease or remove such limitations at any time, and it is not obligated to enforce its limitations for any particular Internal Book Transfer. Also, Internal Book Transfers CANNOT be canceled once they have been submitted. Be certain that you enter in the correct destination account information as Internal Book Transfers may not be recoverable after submission if you make any input errors.

You may also make Internal Payments to eligible credit accounts. These Internal Payments will be credited to the designated credit account as regular payments. Please refer to your credit agreement(s) for information on how regular payments are applied. For credit card payments, instructions are made via link to the commercial credit card platform. The terms, conditions, and disclosures on that platform apply to credit card account payments.

Internal Book Transfers and Internal Payments ordered before the daily cutoff time will be processed on that day, and available balances in your Consumer Account(s) will be adjusted immediately and available for subsequent (a) ATM transactions, (b) PIN-based Debit Card transactions, (c) withdrawals at the branch teller, and (d) payment of checks or other debits as applicable to your Consumer Account(s). Applicable cutoff times are disclosed on your screen prior to the final submission of all internal transfers.

Internal Book Transfers and Internal Payments ordered after the daily cutoff time, or not on a Business Day, are ordinarily posted to your Consumer Accounts on the next Business Day. However, available balances in your Consumer Account(s) are adjusted immediately and available for subsequent (a) ATM transactions and (b) PIN-based Debit Card transactions.

Any Internal Book Transfer to a Consumer Account may require up to one full Business Day before the funds are available for subsequent non-PIN based Debit Card transactions. Internal Payments made to an enrolled credit account may take up to two (2) Business Days to post, but the credit will be effective as of the date the transfer was initiated. If the available balance in a transferring account is insufficient at the time of a scheduled transfer, these transactions may overdraw your Consumer account and result in a fee (as disclosed for your Consumer Account).

You may schedule one-time and recurring Internal Book Transfers or Internal Payments. You may cancel any one-time or recurring Internal Book Transfer or Internal Payment if you do so at least one day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Book Transfers or Internal Payments can only be canceled by placing a request through your Service, or by calling your Treasury Customer Care Service. You may NOT cancel any immediate Internal Book Transfer or immediate Internal Payment. (An "immediate" transaction is one that you schedule to begin processing immediately at the time of your instruction, rather than on a future date.)

If your Consumer Account has insufficient funds to complete all the day's transactions (including ATM withdrawals, preauthorized transactions, Internal Book Transfers, and Internal Payments, etc.) that will process for a given Business Day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Book Transfer or Internal Payment would result in an overdraft of your Consumer Account, Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. In addition, you will be charged any applicable overdraft fees (as disclosed for your Consumer Account).

Without a separate written agreement by Bank, you are not permitted to send Wires and ACH transfers from your Consumer Accounts. International wires using the Service are prohibited, even if Bank agrees to permit domestic wires. ACH service may require underwriting before approval. If Bank approves Wires or ACH transfers from your Consumer Accounts, the provisions of this Supplement and your MSA shall apply to that Service and your transfers.

9. Limitation of Liability. If Bank does not complete an electronic fund transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, Bank will be liable for your losses or damages to the extent prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E. However, there are some exceptions to Bank's liability. Bank will not be liable, for instance: (1) if, through no fault of Bank's, you do not have enough money in your Consumer account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft protection account you have with Bank (or would exceed funds available in any deposit account that has been linked for overdraft protection); (2) if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer; (3) if the electronic funds transfer system was not working properly, and you knew about the breakdown when you started the transfer; (4) if circumstances beyond Bank's control prevent the transfer despite reasonable precautions that Bank has taken; or (5) if any other exception stated in this Supplement, the TMA, MSA, the Specifications or by law applies.

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