

Company Name:

Company EIN:

This Remote Deposit Capture Service Agreement (“Service Agreement”) made as of \_\_\_\_\_ and in conjunction with the Treasury Management Services Master Agreement (“Master Agreement”) govern the Remote Deposit Capture services granted by California Bank of Commerce N.A. (“Bank”) to \_\_\_\_\_ (“Company”) as identified in the Treasury Management Services Application (“Application”) submitted by Company. All terms and conditions herein shall apply, unless specified otherwise. In the event of conflicts between the terms of this Service Agreement and the terms of the Deposit Account Agreements and/or the Master Agreement, the terms of this Service Agreement shall control.

In consideration of the Remote Deposit Capture service extended to Company and with the intention of being legally bound hereby, **Company agrees to the following terms and conditions:**

**Definitions.**

**Account** means the Company’s designated account(s) at Bank as specified on Schedule A incorporated as part of this Service Agreement and as amended by Company and Bank.

**Authorized User** means any individual, agent, or Sub-User authorized by Company to access Company accounts through the Bank’s Remote Deposit Capture service. Such individual(s) may be authorized by Company to make deposits, review deposits, retrieve images of previously deposited items, and run reports of previous day deposits.

**Business Day** means any calendar day that the Federal Reserve of the United States of America transacts business.

**Check** shall have the definition set forth in Check 21.

**Check 21** means the Check Clearing for the 21<sup>st</sup> Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

**Customer** means a debtor obligated on one or more Checks.

**Cut-Off Time** refers to the deadline by which we must receive your scanned deposit for credit for the same business day. The Cut-Off Time will be provided in the RDC Training and Checklist document.

**Substitute Check or Image Exchange Item** means (a) a substitute check as defined in Check 21; or (b) the paper reproduction that will be created when a Check cannot be converted to a substitute check.

**1. Remote Deposit Capture Service.**

- a) Company’s Account will be credited at the end of the business day upon Bank’s acceptance of Electronic Items for deposits which are received by Bank from Company through the Service.
- b) Company understands that Bank may review any and all deposits made through the Service and Bank reserves the right to place funds deposited on hold in accordance with Regulation CC.
- c) Company understands that funds deposited through the Service will not be made available for immediate credit.
- d) Company will create images of Checks at Company’s location by use of scanning hardware and software approved or provided by Bank. Company will enter all amounts and any other required information correctly.
- e) The electronic images of Checks will be transmitted by Company to Bank, or Bank’s authorized processor, over the internet through a web-based interface.
- f) Bank will maintain the appropriate Account for Company to receive credit and provide other specific information required by Bank related to the Service. All deposits received by Bank are accepted subject to Bank’s verification and final inspection and may be rejected by Bank in Bank’s sole discretion. All deposits are subject to the terms of the Deposit Account Agreement.
- g) Company shall notify Bank with written notice of any change on forms prescribed by Bank and signed by the Owner/Principal and/or Officer of the Company. Changes, additions, and deletions will become effective at such time Bank acknowledge receipt of written notice thereof.

**2. Compliance with Law.** Company shall comply with all laws, rules, and regulations applicable to Company, to the business and operation of Company, and to Remote Deposit Capture, including, without limitation, Regulation CC, the Uniform Commercial Code, and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Service Agreement.

**3. Bank Rights and Responsibilities.**

- a) For all Checks processed by Company pursuant to this Service Agreement, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. Bank may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the RDC Client Training and Checklist and as otherwise established by the Bank from time to time.
- b) Unless otherwise agreed by Company and Bank, Bank will process any returned Checks in accordance with applicable law and the Deposit Account Agreements.

- c) Availability of credit from Checks processed under this Service Agreement will be subject to the availability schedule of Bank, which may be amended without notice.
- d) Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process Checks or any corresponding Electronic Item. Bank may from time to time establish exposure limitations and assign them to Company.
- e) In addition to any other rights Bank may have as regards to the accounts of Company, Bank may hold and use funds in any account following termination of this Service Agreement for such time as Bank reasonably determines that any Check or Electronic Item processed by Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure, or other action for which Bank may be responsible. Without limitation, Company recognizes that under the Rules, the UCC, Regulation CC and the rules of any image exchange network Bank's representations and warranties as regards to Electronic Items and Substitute Checks may expose Bank to claims for several years following processing of the Electronic Items or Substitute Check.
- f) Bank 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 Bank's control. In the event of any of the foregoing failure or delays, Company acknowledges that it may instead deposit directly with Bank any Original Checks for processing and presentment provided such Original Checks have not been previously imaged and processed in connection with Remote Deposit Capture. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if Bank's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

**4. Processing Times.**

- a) The Service is available for use only on calendar days except during maintenance periods, or such other hours as established by Bank from time to time. Transmissions processed after 5:00 p.m. on a business day, or any time on a day that is not a business day, are treated as occurring on the next business day.
- b) Checks processed for deposit through the Service will be deemed to have been received by Bank for deposit at the time the Electronic Items are actually received and accepted at the location where Bank or its designated agent posts the credit to the Account. A deposit of Electronic Items will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: (i) Bank has preliminarily verified that the image quality of the Electronic Items is acceptable to Bank in its discretion, all Check information is complete and the deposit totals are balanced to the Check information provided for the deposit; and (ii) Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Checks received by Bank for deposit may be rejected by Bank in Bank's sole discretion.
- c) Checks will be processed and ready for presentment by Bank after Bank receives all good, digitized images and associated data for any given transmission from Company. Bank will use commercially reasonable efforts to present Checks or corresponding Electronic Item to the applicable Endpoint within a reasonable period of time following such receipt.
- d) If under Paragraph 7.2 above a Check is not accepted for deposit, Company may then submit the original voided Check for processing or contact the maker to reissue the Check. If Company submits the original voided Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Payor Bank and may instead require Company to have the maker reissue the Check.
- e) It is Company's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

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

CALIFORNIA BANK OF COMMERCE, N.A.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

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

**SCHEDULE A - RDC SERVICE AUTHORIZED USER & LOCATION LIST**

## List of Authorized Scanning Users

User No.	User Admin	Authorized User Name	Contact Phone Number	Contact Email Address
1	<input type="checkbox"/>			
2	<input type="checkbox"/>			
3	<input type="checkbox"/>			
4	<input type="checkbox"/>			

User Administrator: With this permission enabled, the authorized user will be allowed to edit, add and remove lesser authorized users.

## List of Authorized Scanning Locations

Location No.	Location Name	Physical Address	Auth. User No.
1			
2			
3			

**SCHEDULE B – RDC SERVICE RECORD OF EQUIPMENT/HARDWARE**

**Scanner(s) License.** If the Scanner(s) is provided by Bank as part of this Service, Bank hereby grants to Customer a nontransferable non-exclusive license (“License”) to use the Scanner(s) as acknowledged in the Customer Self-Certification Checklist (“Scanner(s)”) only in connection with the Service provided by Bank. Customer accepts the License subject to the terms and conditions set forth in the following sections.

- (i) **OWNERSHIP OF SCANNER(S).** Customer acknowledges the Scanner(s) is and shall at all times remain the sole and exclusive property of Bank and agrees that Customer will do nothing inconsistent with such ownership. Customer agrees that nothing in this License shall give Customer any right, title or interest in the Scanner(s) other than the right to use the Scanner(s) in accordance with this License, and Customer agrees that it will not attack the validity of this License.
- (ii) **USE.** Customer shall use the Scanner(s) in a careful and proper manner in accordance with the Documentation and shall comply with and conform to all federal, state, municipal, and other laws, ordinances, and regulations in any way relating to the possession, use or maintenance of the Scanner(s). If at any time during the term hereof, Bank supplies the Customer with labels, plates, or other markings, stating that the Scanner(s) is owned by Bank, the Customer shall affix and keep them upon a prominent place on the Scanner(s). The Customer shall limit the use of the Scanner(s) to the processing of transactions with Bank pursuant to this Agreement. The Customer may not use the Scanner(s) to facilitate processing transactions with any other person without the prior express written authorization of Bank.
- (iii) **RECEIPT OF SCANNER(S).** Customer agrees that Bank will deliver or ship the Scanner(s) to Customer at the address designated by Customer in Schedule A of this Agreement. Customer acknowledges that delivery or shipment to the address designated by Customer shall be considered receipt of the Scanner(s) by Customer.
- (iv) **INSPECTION.** Customer shall inspect the Scanner(s) within 24 hours after receipt thereof. Unless Customer, within this period of time, gives written notice to Bank specifying any defect in or other proper objection to the Scanner(s), Customer agrees that it shall be conclusively presumed, as between Bank and Customer, that Customer has fully inspected and acknowledged that the Scanner(s) is in good condition and repair, and that Customer is satisfied with and has accepted the Scanner(s) in such good condition and repair. Bank shall at any and all times during business hours have the right to enter into and upon the premises where the Scanner(s) may be located for the purpose of inspecting the same or observing its use. Customer shall give Bank immediate notice of any attachment or other judicial process affecting Scanner(s) and shall, whenever requested by Bank, advise Bank of the exact location of the Scanner(s).
- (v) **MAINTENANCE.** Customer shall maintain the Scanner(s) in working order by following the instructions for proper use, care and cleaning of the Scanner(s) provided to Customer. In the event that the Scanner(s) does not function in accordance with the manufacture’s specifications, Bank shall either repair or replace the Scanner(s) within three (3) business days from the date of receipt of notification from the Customer. Bank shall not repair or replace the Scanner(s) if it is lost or damaged as provided in Section (vi), or because of misuse, negligence, or failure of Customer to follow instructions for proper use, care and cleaning of the Scanner(s).
- (vi) **LOSS AND DAMAGE.** In the event of loss or damage of any kind to the Scanner(s), or any part thereof, Customer shall make a payment to Bank in an amount contained in an invoice submitted by Bank to Customer (“Invoice Amount”). Payment shall be due within thirty (30) calendar days of receipt of the invoice from Bank. Failure to make such payment shall be a default under Section (xi) of this Attachment B.
- (vii) **SURRENDER OF SCANNER(S).** Within fifteen (15) calendar days of the expiration or earlier termination of this Agreement, with respect to the Scanner(s), Customer shall return the Scanner(s) to Bank in good repair, condition and working order (ordinary wear and tear resulting from proper use thereof alone excepted), or Customer shall pay Bank the Invoice Amount contained in an invoice submitted to Customer upon termination. If Customer fails to return the Scanner(s), or if the Scanner(s) is not in good working order and repair upon return, or if Customer fails to pay the Invoice Amount, such failure shall be a default under Section (xi) of this Agreement.
- (viii) **LOCATION OF SCANNER(S).** Without the written permission of Bank, Customer will not permit the Scanner(s) to be removed from the Customer’s business addresses and Customer shall not physically locate the Scanner(s) outside of the United States. Customer must notify Bank if the scanner(s) is moved from the address associated with location(s) assigned below:
- (ix) **PERSONAL PROPERTY.** The Scanner(s) is, and shall at all times remain, personal property notwithstanding that the Scanner(s) or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.



- (x) **ENCUMBRANCES.** Customer shall not do any act that will in any way encumber the title of Bank in and to the Scanner(s). In the event the Scanner(s) becomes the subject of any lien or encumbrance through the action of Customer, Customer shall indemnify and hold harmless Bank from all costs, losses, or expenses with respect thereto, and Customer shall immediately pay any such lien and obtain a release thereof.
- (xi) **DEFAULT.** If Customer fails to pay any amount herein provided within thirty (30) calendar days after the same is due and payable, Bank shall have the right to take possession of the Scanner(s), without demand or notice, wherever same may be located, without any court order or other process of law. Customer hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall constitute a termination of this Product Schedule. The Bank may also debit the Customer's Account or Settlement Reserve for amounts due and payable to Bank.
- (xii) **BANK'S EXPENSES.** Customer shall pay Bank all costs and expenses, including reasonable attorney fees, incurred by Bank in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions hereof.

METHOD OF PAYMENT

- Charge Account #
- Add to Account Analysis on Account #