INWOOD
NATIONAL BANK

COMMERCIAL ONLINE BANKING SERVICES AGREEMENT

(Business Banking Services)

Inwood National Bank | Dallas, Texas

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IMPORTANT — THIS IS A COMMERCIAL AGREEMENT. This Agreement applies to commercial and business customers of Inwood National Bank, including any account held in the name of a corporation, partnership, limited liability company, sole proprietorship, professional association, or other business entity, or any account held in the name of a natural person but used primarily for business, commercial, agricultural, or professional purposes. Consumer, non-business users are governed by the separate Retail (Consumer) Online Banking Services Agreement. THE CONSUMER PROTECTIONS OF THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E DO NOT APPLY TO ACCOUNTS GOVERNED BY THIS AGREEMENT. Electronic fund transfers and payment orders initiated under this Agreement are governed exclusively by Article 4A of the Uniform Commercial Code as adopted in Texas (Tex. Bus. & Com. Code ch. 4A). By clicking "I Accept" or by using the Service, you and the business entity on whose behalf you act agree to be bound by this Agreement.

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PART I — ONLINE BANKING SERVICE FEATURES

1. ELIGIBILITY, ACCESS, AND AUTHORITY

You are eligible to use the Commercial Online Banking Service ("Service") if the business entity or person on whose behalf the Accounts are maintained ("Customer," "you," or "your") holds an open commercial or business Account (checking, savings, sweep, analysis, or loan) with Inwood National Bank ("Bank," "we," "us," or "our"), has executed this Agreement, and has otherwise been approved by us. To register, you must complete the enrollment and any associated set-up process and be approved by us in our sole discretion.

The individual accepting this Agreement represents and warrants that he or she is an Authorized Representative with full power and authority to bind the Customer to this Agreement and to designate, add, and remove Administrators and Authorized Users. You are responsible for designating one or more Administrators who will manage user entitlements, transaction authorities, dual-control settings, and dollar limits within the Service. The Bank is entitled to rely on the instructions, entitlements, and limits established by your Administrator(s) until we receive notice of a change and have had a reasonable opportunity to act on it.

To use the Service you must have a computer or mobile Internet-enabled access device ("Mobile Device"), access to the Internet, and a valid email address. Your enrollment enables access only to those Accounts you designate that are eligible for the Service. Subject to Applicable Law, we reserve the right to modify, suspend, or terminate your access to the Service at any time without notice or refund of previously incurred fees. We may obtain business and personal credit reports and other information in connection with your request to use the Service and thereafter for the purpose of evaluating credit risk and establishing transfer and exposure limits.

2. HOURS OF ACCESS AND SERVICE AVAILABILITY

The Service is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features may not be available at times due to Internet transmission issues, emergency situations, or scheduled or unscheduled system maintenance. Where feasible, we will post advance notice of extended maintenance periods. We will not be liable for unavailability of the Service caused by circumstances beyond our reasonable control or by scheduled maintenance of which you have been notified.

3. BASIC FEATURES OF THE SERVICE

By enrolling in the Service, you may have access to some or all of the following features, subject to Account eligibility, entitlement settings, and our approval:

- View current balance and transaction history on your Account(s);
- Perform Internal Transfers between eligible Accounts on a one-time or recurring basis;
- Perform External Transfers and, where separately approved, ACH origination between your Accounts with us and accounts at other financial institutions;
- Stop payment on checks you have written;
- Use Direct Connect account history download for financial management software (e.g., QuickBooks®, Quicken®);
- View check images;
- Perform self-service Account maintenance and user entitlement management through your Administrator;
- Set up Account alerts;
- Receive electronic Account statements;
- Send secure messages to us;

- Pay bills and, where enabled, make person-to-person payments;
- Use Mobile Banking Service functions via Mobile Device; and
- Use Mobile Remote Deposit Capture.

Not all features are available for all Accounts or Customers. Additional services (including wire transfer, ACH origination, positive pay, and other treasury management services) may require separate service descriptions, setup, and approval. Additional fees may apply; see our Fee Schedule and applicable service descriptions.

4. LIMITS ON AMOUNTS AND FREQUENCY OF TRANSACTIONS

The number of transfers and amounts that may be transferred via the Service are limited pursuant to the applicable Deposit Account Agreement, the entitlement and dollar limits established by your Administrator, and as otherwise described in this Agreement or any applicable service description. We may establish, change, or reduce limits at any time based on our assessment of risk, with notice only as required by Applicable Law.

5. INTERNAL TRANSFERS

Types of Internal Transfers

One-Time Transfers. One-time transfers are used for infrequent, irregular, or variable-amount transfers between eligible Accounts. To have a transfer processed on the same Business Day, we must receive your instructions before the established funds transfer cut-off time displayed in the Service. Same-day one-time transfers may not be cancelled once approved by us. You may also request a future-dated transfer; the Scheduled Initiation Date will be the effective date you enter, or the next Business Day if the date falls on a weekend or holiday. You must have sufficient Available Funds by midnight the night before the Scheduled Initiation Date.

Recurring Transfers. For recurring transfers, you designate a start date, a frequency (e.g., weekly, semi-monthly, monthly), and optionally an end date. You must have sufficient Available Funds by midnight the night before each Scheduled Initiation Date. Recurring transfers may be cancelled up to the cut-off time displayed in the Service in advance of the Scheduled Initiation Date.

Available Funds Requirement

You agree to maintain Available Funds sufficient to cover all Internal Transfers and other payment obligations. If an Internal Transfer processes against insufficient Available Funds, your Account may be assessed the applicable overdraft, uncollected, or returned item charge as set forth in the current Fee Schedule. We reserve the right, without liability, to reject or reverse an Internal Transfer if you fail to comply with this requirement.

6. EXTERNAL TRANSFERS AND ACH ORIGINATION

Registration and Eligibility

You must be enrolled in the Service and separately approved to transfer funds between your Accounts with us and accounts at other financial institutions ("External Transfers"). You must register each non-Bank account you wish to use. You may only register accounts on which the Customer is an owner or for which the Customer otherwise has lawful authority to transfer funds. Where you are separately approved for ACH origination, that service is governed by the applicable ACH origination service description and the NACHA Operating Rules in addition to this Agreement.

Scheduling, Cut-Off, and Cancellation

External Transfers may be scheduled on a one-time or future-dated basis. One-time future-dated or recurring transfers scheduled for a weekend or non-Business Day will be processed on the next Business Day. Funds involving an External Transfer initiated before the cut-off time will be debited the same Business Day; transfers initiated after the cut-off time will be debited the following Business Day. Future-dated External Transfers may be cancelled prior to the cut-off time on the Business Day before the scheduled transfer date. Immediate transfers cannot be cancelled once processed.

Dollar Limits

External Transfers are subject to the dollar and frequency limits established for your Accounts by us and by your Administrator, as displayed within the Service or as otherwise established by us from time to time. We may change dollar limits at any time, with notice only as required by Applicable Law.

Disqualifying Events

We may reduce transfer limits or terminate your eligibility for External Transfers or ACH origination, without prior notice, upon any of the following Disqualifying Events:

- Any of your Accounts with us are not current or are not in good standing;
- You have had an overdraft, over-limit item, or returned item with respect to any Account during the current or prior three (3) calendar months;
- A prior External Transfer or ACH entry involving accounts at other financial institutions was cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or similar reasons; or
- We suspect fraud, unauthorized use, or elevated credit or settlement risk with respect to your Accounts or any transfer.

ACH Risk and Customer Responsibility

External Transfers and ACH entries are processed through the Automated Clearing House (ACH) network and are subject to the NACHA Operating Rules. You acknowledge that ACH transactions are provisional and may be reversed if the originating or receiving financial institution does not receive final settlement. You assume full responsibility for ensuring that your transfer instructions are accurate and that the receiving account information is correct. We are not liable for misdirected funds resulting from incorrect account or routing numbers you provide. As an originator, you are responsible for compliance with all applicable NACHA rules, including obtaining and retaining any required authorizations from receivers.

7. BILL PAYMENT SERVICE

Transaction Responsibilities

The Service Provider will use commercially reasonable efforts to process Scheduled Payments in accordance with your instructions. Neither we nor the Service Provider will be liable for any Payment transaction if: (i) you do not have sufficient Available Funds; (ii) a legal order prohibits withdrawals from your Account; (iii) the Funding Account is closed, frozen, or otherwise not authorized for debits; (iv) the transaction would cause your balance to exceed any overdraft credit limit; (v) you or anyone you allow commits fraud or violates any law or regulation; (vi) any part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct payment or Payee information; (viii) you did not properly follow the instructions for the Bill Payment Service; (ix) you knew the Bill Payment Service was not operating properly when you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service Provider's control (such as fire, flood, or third-party transmission failures).

Your Responsibilities

You are responsible for any Payment request that contains an error or is a duplicate of another Payment. Neither we nor the Service Provider is liable for a failed Payment if you did not follow the instructions for making a Payment or if you failed to promptly notify us that you did not receive credit from a Payee. In no event will we or the Service Provider be liable for any special, consequential, incidental, or punitive losses or damages in connection with the Bill Payment Service, even if we have knowledge of the possibility of such damages. The consumer bill-pay service guarantee for late-payment charges does not apply to commercial Accounts.

Setting Up Payees and Payments

You must establish at least one Payee before using the Bill Payment Service. You are responsible for maintaining accurate Payee information, including remittance address, account number, and account name. Payees must reside or exist within the United States or its territories. We and the Service Provider reserve the right to refuse or remove any Payee for any reason. Payments to Payees outside the United States are prohibited. It is your responsibility to schedule Payments with sufficient lead time; electronic payments typically require one (1) to two (2) Business Days and check payments typically require four (4) to five (5) Business Days.

Exception Payments

Tax payments and court-ordered payments through the Bill Payment Service are made at your own risk. Neither we nor the Service Provider will be liable for any claims or damages resulting from scheduling such payments, and the Service Provider has no obligation to research or resolve claims arising from Exception Payments.

Data Ownership; Returned Payments; Termination

Information you submit in connection with the Bill Payment Service will be used solely for the purpose of providing the service and for other purposes permitted by Applicable Law and our Privacy Policy. Payments may be returned for various reasons including invalid account numbers, invalid addresses, or Payee rejection; the Service Provider will use commercially reasonable efforts to research and correct or void returned payments and credit your Funding Account. You remain obligated for all Payments made on your behalf. You may terminate the Bill Payment Service by written notice to us; after six (6) months of non-use, we may consider the service terminated. Upon termination, all scheduled One-Time and Recurring Payments will be cancelled.

8. PERSON-TO-PERSON (P2P) TRANSFERS AND FRAUD WARNINGS

Where enabled for your Accounts, Person-to-Person ("P2P") Transfers allow you to send funds from your Deposit Account with us to the deposit account of another recipient ("P2P Recipient"). When you initiate a P2P Transfer, funds are immediately withdrawn from your Deposit Account. Once you authorize a P2P Transfer, you may not be able to cancel it. If cancellation is possible, the credit back to your account may take up to ten (10) Business Days. If the P2P Recipient does not accept the transfer, we will return the funds within thirty (30) calendar days. Limits apply; contact us at (214) 351-7330.

P2P, ACH, and external transfers are fast and, in many cases, irreversible. Inwood National Bank will never contact you by phone, text, or email asking you to send a transfer, wire funds, or provide your Login ID or password to verify your identity or prevent fraud. Any such request is a scam. Business email compromise and vendor-impersonation fraud are among the most costly threats facing businesses. Before sending or changing the destination of any payment, independently verify the request and the recipient's account details through a known, trusted contact — not through contact information provided in the same message requesting the payment. We strongly recommend using dual control for all outbound payments.

You acknowledge that a transfer you or your Authorized User personally initiates — even if initiated as the result of fraud, deception, or impersonation by a third party — is an authorized payment order for which you are responsible under Article 4A of the Uniform Commercial Code and this Agreement. The Bank is not liable for funds transferred as a result of your voluntary compliance with instructions from any person, and once a transfer has been processed, the Bank generally cannot recover the transferred funds.

9. FINANCIAL MANAGEMENT (FM) SOFTWARE

You may supplement your use of the Service through a one-way Direct Connect download to FM software such as Intuit's QuickBooks® and related products. Access through FM software requires an active Login ID, password, and any other required authentication. You are responsible for purchasing, installing, maintaining, and updating the FM software and your Computer. We make no warranties and accept no liability for FM software, your Computer, or your ability to connect using FM software. You are responsible for all Online Transactions authorized using FM

software and for establishing internal security procedures for persons you authorize to use the Service via FM software. FM software may not be used when accessing the Service through a Mobile Device. Our records of Online Transactions supersede any records created on your Computer through the use of FM software.

10. ELECTRONIC STATEMENTS (eSTATEMENTS) SERVICE

If you enroll in eStatements, we will deliver your periodic Account Statements electronically on a secure website. The Authorized Representative accepting eStatements represents that this election is authorized by the Customer. Your election to receive electronic statements is voluntary and may be terminated at any time; termination becomes effective no later than fifteen (15) calendar days after our receipt of your request. Upon termination, you will receive statements in paper form via mail, subject to any applicable fee. You must maintain a valid, active email address to use eStatements and must promptly notify us of any change. We are not liable for issues arising from eStatements sent to an invalid or inactive email address that you provided, and we reserve the right to discontinue the eStatements Service at any time with notice to you.

11. MOBILE BANKING SERVICE

After enrolling in the Service, your Authorized Users may enroll in Mobile Banking to access financial services using a Mobile Device. Not all Accounts or features are available through Mobile Banking. To use Mobile Banking, an Authorized User must have a supported Mobile Device and register while logged in to the Service. You are responsible for providing accurate and current information about each Mobile Device and for notifying us immediately if any such information changes. Through Mobile Banking, users may view transaction history and balances; make one-time same-day or future-dated Internal and External Transfers; cancel future-dated one-time transfers; initiate Bill Payment transactions for existing Payees; receive and view alerts; send secure messages; and find ATM and branch locations.

You agree that your Authorized Users will not leave a Mobile Device unattended while logged in and will log off immediately after each session. Do not provide any Login ID, password, or other access information to unauthorized persons. If you permit others to use a Mobile Device or access credentials, you are responsible for all transactions they authorize. Standard data and text messaging rates charged by your mobile carrier apply. Alerts and SMS messages are not encrypted; we will never include a Login ID, password, or full Account number in an SMS message.

12. MOBILE REMOTE DEPOSIT CAPTURE SERVICE

Service Description and Eligibility

Mobile Remote Deposit Capture ("Mobile Deposit") allows you to make deposits of paper checks to eligible Accounts by using a camera-enabled Mobile Device to capture and transmit check images ("Images") to us or our third-party Processor. You must be enrolled in Mobile Banking to access Mobile Deposit.

Eligible Items; Prohibited Checks

You may only deposit checks as defined under Federal Reserve Board Regulation CC. You agree not to deposit any of the following Prohibited Checks:

- Checks payable to any person or entity other than the Customer or the owner of the Account being deposited into;
- Checks drawn by you on any of your accounts at another financial institution;
- Checks that are altered, fraudulent, or that you know or suspect are not authorized by the drawer;
- Substitute checks or image replacement documents not previously warranted by a bank, without our prior written consent;
- Checks drawn on financial institutions outside the United States;

- Checks payable jointly, unless deposited into an Account in the name of all payees;
- Remotely created checks as defined under Regulation CC;
- Checks not payable in U.S. currency;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks previously submitted through Mobile Deposit or any other remote deposit service;
- Checks drawn or issued by the U.S. Treasury Department; or
- Checks otherwise not acceptable for deposit under the Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and hold us harmless from all losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to the deposit.

Endorsement, Image Quality, and Retention

Endorsements must be made on the back of the check within 1½ inches from the top edge and must include the endorsement, Account number, and the words "FOR MOBILE DEPOSIT ONLY — INWOOD NATIONAL BANK," or as otherwise specified by us. Each Image must include all information on the front and back of the original check and meet the image quality standards of ANSI, the Federal Reserve Board, and any applicable clearing house. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of each Image. After receiving confirmation that we have received an Image, you must securely store the original check for a minimum of fourteen (14) days after transmission, make it accessible to us upon request, and thereafter destroy it by marking it "VOID" and cross-cut shredding or another commercially reasonable means. You agree never to deposit or present the original check again after submitting it through Mobile Deposit.

Funds Availability and Duplicate Detection

The cut-off time for Mobile Deposit is Monday through Friday at 6:00 p.m. Central Time (CT). Mobile Deposits confirmed as received before 6:00 p.m. CT on a Business Day will be considered deposited that day; deposits confirmed after 6:00 p.m. CT or on a weekend or holiday will be considered deposited on the next Business Day. Funds will generally be made available in accordance with our standard Funds Availability Policy. We maintain automated duplicate detection procedures, but they are not infallible; you warrant that no original check will be deposited or presented again after being deposited through Mobile Deposit, and you are responsible for all losses resulting from a breach of this warranty.

Indemnity and Disclaimer of Warranties

You agree to indemnify, defend, and hold us and our affiliates, officers, employees, and agents harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your use of Mobile Deposit or any breach of this section; this obligation survives termination. YOUR USE OF MOBILE DEPOSIT IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

13. STOP PAYMENT

You may use the Service to initiate an electronic stop payment request for any check written on your Accounts, including those issued via the Bill Payment Service. You must provide all required information; if information is incomplete or incorrect, we will not be responsible for any failure to stop payment. A stop payment request that arrives too late for us to act on it before paying, settling, or becoming accountable for the check will be of no effect. You agree to indemnify and hold us harmless from all losses, damages, and expenses, including attorneys' fees, incurred due to our refusal of payment in accordance with your instructions.

14. PROCESSING CUT-OFF TIMES

All cut-off times below are stated in Central Time (CT). Transactions submitted after the applicable cut-off time will be processed on the next Business Day. Separately-approved treasury services (such as wire transfer and ACH origination) are subject to the cut-off times in their applicable service descriptions.

Transaction Type	Cut-Off Time (CT)
Internal Transfers	6:00 p.m. CT
External Transfers	2:30 p.m. CT
Bill Payment Requests	2:30 p.m. CT
Mobile Deposit	6:00 p.m. CT

We reserve the right to change cut-off times with notice to you as required by Applicable Law.

15. LOGIN CREDENTIALS, SECURITY PROCEDURES, AND UCC ARTICLE 4A

Required Security Procedures

Each time an Authorized User logs in to the Service, the user will use a Login ID and password selected by the user. Additional security procedures apply as follows:

- **Login ID and Password:** Each Login ID and password is case-sensitive and must meet our current complexity requirements. Passwords must be changed periodically as established by us. Login IDs and passwords may not be shared.
- **Multi-Factor Authentication (MFA):** Access includes multi-factor authentication at log-in, which may incorporate security cookies, device registration, and one-time pass-codes delivered via email, voicemail, or SMS to a designated out-of-band delivery channel.
- **Entitlements and Dual Control:** Your Administrator may configure user entitlements, dollar limits, and dual-control (maker/checker) requirements for outbound payments. We strongly recommend enabling dual control. If you decline dual control or other security features we offer, you do so at your own risk.
- **Mobile Authorization Code:** A numeric code set up during Mobile Banking enrollment, required for certain transactions initiated from a Mobile Device.

UCC Article 4A — Commercially Reasonable Security Procedure Agreement

For purposes of authenticating payment orders transmitted to us through the Service, including Internal Transfers, External Transfers, ACH entries, and Bill Payments that constitute "payment orders" under Article 4A of the Uniform Commercial Code, you and we hereby agree that the security procedures described in this Section 15 constitute commercially reasonable security procedures as required under UCC § 4A-201 and § 4A-202.

By executing the enrollment documentation for the Service, you affirmatively agree to these security procedures. If a payment order is accepted by us in compliance with these procedures, you are obligated to pay the amount of the order whether or not the order was authorized by you, provided that we acted in good faith and in compliance with the agreed security procedures. If you decline any security procedure we offer and elect an alternative procedure, you bear the risk of loss on any payment order accepted in compliance with your elected alternative, whether or not such order was authorized.

You agree that these procedures are established for the purpose of verifying the authenticity of payment orders and not for the purpose of detecting errors in the transmission or content of a payment order. You are responsible for maintaining internal controls, separation of duties, and supervision of your Authorized Users appropriate to the size and nature of your business.

Your Security Responsibilities

You are solely responsible for maintaining the confidentiality of all Login IDs, passwords, and other access credentials issued to or created by your Authorized Users. You agree to:

- Ensure that credentials are never shared among users or with any other person;
- Prohibit access to the Service from a public computer without logging off completely and closing the browser after each session;
- Maintain current antivirus, anti-malware, and operating system security software on all devices used to access the Service;
- Promptly disable entitlements for any Authorized User who leaves your organization or changes roles;
- Notify us immediately if you suspect that any credential has been compromised, lost, or stolen; and
- Log off after every session and close the browser to protect confidentiality.

We will never contact you by email, phone, or text to request a Login ID, password, or personal Account information. Any such request is fraudulent; contact us immediately if you receive one. We will execute authenticated transactions that are in conformity with the Security Procedures and other requirements of this Agreement. We may require additional authentication for any transaction and reserve the right to reject a transaction that cannot be properly authenticated. You are responsible for all transfers and payments made through the Service using the Security Procedures, including those made by any Authorized User or any person you permit to use the Service.

Minimum System Requirements

The Service requires a current, supported operating system and browser. Minimum requirements are posted at www.inwoodbank.com. You are responsible for keeping your operating system and browser current and for maintaining reputable antivirus and anti-spyware software, changing passwords regularly, and avoiding links inside unsolicited emails.

16. THIRD-PARTY AGGREGATORS AND CREDENTIAL SHARING

Many third-party financial applications, accounting integrations, and account aggregators may request your Service credentials to access your Account data on your behalf ("Third-Party Aggregators"). You should be aware of the following before sharing credentials with any Third-Party Aggregator:

- **Authorized Agent Status:** When you provide credentials to a Third-Party Aggregator, you are authorizing that Aggregator to act as your agent with respect to your Account. Any transactions or data access performed by the Aggregator using your credentials will be treated as authorized by you under this Agreement.
- **Bank Not Responsible for Aggregator Security:** We are not responsible for the security practices, data handling, or privacy policies of Third-Party Aggregators. A data breach at a Third-Party Aggregator that exposes your credentials is not a breach of our systems.
- **Right to Suspend Access:** We may, in our sole discretion, suspend your access if we detect automated or high-frequency credential-based access that we believe poses a security risk.
- **Use Tokenized Connections:** Where available, we encourage you to use any tokenized or OAuth-based connection we may offer rather than sharing raw credentials.

Voluntary Nature of Data Sharing; Assumption of Risk. You acknowledge and agree that any sharing, uploading, transmitting, or copying of your account information, transaction history, statements, balance data, or other financial information obtained through the Service to any artificial intelligence platform, large language model, machine learning system, automated financial analysis tool, accounting application, data aggregator, or other third-party technology platform (collectively, "AI and Data Platforms") is entirely voluntary and undertaken at your own risk and without any direction, encouragement, or endorsement by Inwood National Bank. You expressly assume all risk of

loss, harm, damage, liability, and expense arising from your export of account data and its storage, use, retention, disclosure, or breach by any AI and Data Platform, and from any inaccurate or misleading output generated by any AI and Data Platform. You agree to indemnify, defend, and hold harmless the Bank and its affiliates from and against any third-party claims arising from your export of account data to any AI and Data Platform. We make no representation or warranty that exported account data is complete, accurate, or suitable for any particular use.

17. ACCOUNT ALERTS

The Service provides optional Account and security alerts that must be activated by you and sent to the phone number(s), email address(es), or Mobile Device(s) you identify. You are responsible for keeping this contact information current.

IMPORTANT DISCLAIMER: Alerts are provided as a convenience only and are not a substitute for your own duty to monitor your Accounts. We do not guarantee the delivery, timeliness, or accuracy of any alert, and we will not be liable for any loss arising from a delayed, misdirected, undelivered, or inaccurate alert, or for any action or inaction taken in reliance on an alert. Your obligation to examine your statements and promptly report unauthorized or erroneous items (see Sections 20–22) is not reduced or excused by your enrollment in alerts.

Alerts are not encrypted. We will never include a Login ID, password, or full Account number in any alert.

18. FEES AND CHARGES

You agree to pay the fees and charges for your ongoing use of the Service as set forth in the Fee Schedule and any applicable treasury service descriptions, as amended from time to time with notice to you. Fees may be assessed on an analysis basis or deducted from the Account you designate as your primary billing Account. If you close that Account, you must contact us immediately to designate another. You are also responsible for telephone and Internet service fees you incur in connection with your use of the Service.

19. COMMUNICATIONS WITH THE BANK

Unless this Agreement provides otherwise, you may communicate with us by secure message within the Service, by telephone, by postal mail, or in person at any of our branch locations. Normal Internet email is not secure and should not be used to transmit nonpublic personal or financial information; account-related correspondence requiring transmission of sensitive information must be sent through our Secure Messaging system. We cannot act on instructions sent from an external email address. We will not immediately receive messages you send; do not rely on messaging if you need to communicate with us immediately (for example, to report an unauthorized transaction). We will take action only upon actual receipt and after a reasonable opportunity to act.

PART II — FUNDS TRANSFER RULES (UCC ARTICLE 4A)

Regulation E Does Not Apply. Electronic fund transfers initiated from a commercial or business account — including ACH transactions, wire transfers, bill payments, external transfers, and any other online payment orders — are governed exclusively by Article 4A of the Uniform Commercial Code as adopted in the State of Texas (Tex. Bus. & Com. Code Ch. 4A), and not by the Electronic Fund Transfer Act or Regulation E. The consumer liability caps ($50/$500), error-resolution timelines, and provisional-credit obligations that apply to consumer accounts do not apply to accounts governed by this Agreement and are expressly disclaimed to the fullest extent permitted by Applicable Law.

20. ACCOUNT STATEMENTS AND DUTY TO EXAMINE

We report your Online Transactions on the periodic statements for your Account(s) and make transaction information available through the Service. You agree to examine your statements and the transaction information available through the Service promptly and with reasonable care, and to reconcile your Accounts on a timely basis. You agree to notify us promptly of any change in your address or authorized contacts.

You agree to notify us of any unauthorized, improper, or erroneous payment order, transfer, or other transaction promptly, and in no event later than fourteen (14) calendar days after the statement or transaction information reflecting the item is first sent or made available to you. If you fail to notify us within this period, you are precluded from asserting any claim against us with respect to the item, and you bear the resulting loss, to the fullest extent permitted by Applicable Law. This period is shorter than, and supersedes, any longer period that might otherwise apply, to the extent permitted by law.

21. UNAUTHORIZED AND ERRONEOUS PAYMENT ORDERS — UCC ARTICLE 4A

Customer Bound by Authenticated Orders

If we accept a payment order in compliance with the commercially reasonable security procedures described in Section 15, and we acted in good faith, you are obligated to pay the amount of the order whether or not it was actually authorized by you. This allocation of risk reflects your agreement that the security procedures are commercially reasonable and your responsibility to safeguard credentials and supervise your Authorized Users.

Social Engineering and Fraud-Induced Transfers

A payment order that you or your Authorized User initiates — even if you were deceived, manipulated, or defrauded into initiating it by a third party impersonating the Bank, a vendor, an executive, a government agency, or another person — is an authorized payment order for which you are responsible. Business email compromise, vendor-impersonation, and invoice-diversion fraud are your risk to manage through verification controls and dual control. You should never initiate or change the destination of a payment in response to an unsolicited request without independent verification.

Notify Us Immediately

Tell us AT ONCE if you believe any credential has been lost, stolen, or compromised, or if you believe an unauthorized or erroneous payment order has been or may be transmitted. The best way to minimize your loss is to call us IMMEDIATELY at the number listed in Section 19. We are entitled to a reasonable opportunity to act after receiving your notice.

22. DISCREPANCY AND ERROR REPORTING; NO PROVISIONAL CREDIT

If you think a statement or transaction is wrong, or you need more information about a transfer, contact us as soon as possible and no later than the notification period stated in Section 20. Please provide your name and Account number, the identity of the Authorized User involved (if known), a description of the suspected error or unauthorized item, the dollar amount, and, for Bill Payment issues, the Payee name, scheduled date, amount, and reference number.

No Provisional Credit. Because your Accounts are commercial accounts governed by UCC Article 4A and not Regulation E, the Bank has no obligation to provide provisional credit while it investigates a disputed item and is not bound by the ten (10) Business Day / forty-five (45) day consumer error-resolution timelines. We will investigate reported discrepancies in a commercially reasonable manner and will correct any error for which we are responsible under Applicable Law and this Agreement. Any recredit we make is at our discretion pending the outcome of our investigation, and we may reverse it if we determine no error attributable to us occurred.

23. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account and Online Transactions only in the following circumstances: where necessary to complete a transaction or resolve errors; to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; to comply with a government agency or court order or lawful subpoena; if you give us your written permission (which will expire after forty-five (45) days); to our employees, auditors, attorneys, and collection agencies in the course of their regular duties; or in accordance with our Privacy Policy and the Gramm-Leach-Bliley Act.

24. CANCELLATION, AMENDMENT, AND REVERSAL OF PAYMENT ORDERS

You have no right to cancel or amend a payment order after we have received it, except to the extent we are able, in our sole discretion, to act on your request before the order is executed or settled. We may, but are not obligated to, attempt to recover funds transferred pursuant to an erroneous or fraud-induced payment order, and we do not guarantee recovery. You agree to reimburse us for any costs we incur, including attorneys' fees, in attempting a recovery at your request. Any preauthorized recurring transfer may be cancelled by following the instructions in the Service in advance of the applicable cut-off time.

25. BANK LIABILITY FOR FUNDS TRANSFERS

If we are liable to you under Article 4A for interest as a result of an unauthorized, erroneous, or delayed payment order, our liability is limited to the extent provided under Article 4A. We will not be liable for a failure to execute, or a delay or error in executing, a payment order in the following circumstances:

- If, through no fault of ours, you do not have sufficient Available Funds;
- If the transfer would exceed any applicable credit or exposure limit;
- If the Service was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control prevent the transfer despite reasonable precautions we have taken (including Internet or wireless outages, postal strikes, fires, and floods);
- If you did not provide proper, complete, or correct transfer instructions or did not follow the procedures in this or any other Account Agreement;
- If a credential has been reported lost or stolen, or we have cancelled it or the Service;
- If we have reason to believe you or someone else is using the Service for fraudulent or illegal purposes; or
- If the funds in your Account are subject to legal process or other encumbrances restricting transfer.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING FROM ANY FUNDS TRANSFER OR YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

PART III — GENERAL PROVISIONS

26. COMPLIANCE

You and we agree to comply with: (i) the applicable Account Agreements; and (ii) all Applicable Laws, regulations, rules, and orders, including without limitation all applicable NACHA rules, the Uniform Commercial Code, OFAC requirements, and all applicable laws administered by FinCEN. You represent that you will not use the Service to process transactions that violate Applicable Law, including sanctions and anti-money-laundering laws.

27. CUSTOMER IDENTIFICATION AND BENEFICIAL OWNERSHIP

You agree to provide us, before we begin providing any part of the Service, with all information required to comply with Applicable Law and our policies relating to customer identification and due diligence, including information required under the Bank Secrecy Act, the FinCEN Customer Due Diligence and beneficial ownership rules, and our Customer Identification Program. You agree to promptly notify us of any change in your beneficial ownership, control persons, authorized signers, or entity status, and to provide updated documentation upon request.

28. TRANSACTION LIMITS AND CREDIT EXPOSURE

We may establish transaction and exposure limits based on your financial condition, credit history, transaction patterns, or our assessment of risk. We will communicate any limits to you. If providing the Service results in unacceptable credit or settlement exposure or would cause us to violate any law, regulation, or rule, we may, in our sole discretion, limit your transaction volume, refuse to execute transactions that exceed any limit, require collateral or prefunding, or terminate any or all of the Service.

29. OVERDRAFTS AND SETOFF

We may, but are not obligated to, complete any transaction if there are insufficient Available Funds in your Account. Honoring one or more overdrafts does not obligate us to honor future overdrafts. You are responsible for repaying any overdraft and associated fees immediately. To the extent permitted by Applicable Law, we have the right to set off unpaid amounts you owe us in connection with the Service against any funds held in any Account you maintain with us, including funds in the process of collection. This right of setoff is in addition to all other rights and remedies available to us, including any security interest we may hold.

30. NO FIDUCIARY DUTY

Inwood National Bank is not acting as a fiduciary, trustee, investment advisor, or financial advisor in providing the Service or any feature thereof. Nothing in this Agreement, and no aspect of our provision of the Service — including account aggregation views, financial management software integration, transfer facilitation, or bill payment — creates or implies any fiduciary duty, advisory relationship, or duty of care beyond the obligations expressly stated in this Agreement and the applicable Deposit Account Agreement. You are solely responsible for your financial and business decisions.

31. LIMITATION OF LIABILITY

Except as otherwise expressly required by this Agreement or Applicable Law, and except in cases of our gross negligence or willful misconduct, we are not liable to you for delays, errors, or losses that occur with respect to your use of the Service because of our performance or failure to perform under this Agreement.

We are not liable for mistakes or delays caused by circumstances beyond our control, including acts of civil, military, or banking authorities, national emergencies, insurrection, war, riots, terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment.

IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING FROM YOUR USE OF THE SERVICE, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE TOTAL SERVICE FEES YOU PAID TO US FOR THE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE CONSUMER-ORIENTED LIMITATION OF LIABILITY AVAILABLE TO RETAIL CUSTOMERS DOES NOT APPLY; COMMERCIAL CUSTOMERS ARE SUBJECT TO THIS SECTION IN ITS ENTIRETY.

32. INDEMNITY

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and their respective shareholders, directors, officers, employees, and agents) harmless from and against any and all Losses claimed by or involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses directly caused by our gross negligence or willful misconduct.

You further agree to hold us harmless from Losses arising from actions taken or omitted in good faith by us in reliance upon instructions or payment orders from you, an Authorized Representative, an Administrator, an Authorized User, or any person acting on your behalf, and from your breach of any representation, warranty, or obligation under this Agreement. This obligation survives termination of this Agreement.

33. COMPUTER AND DEVICE REQUIREMENTS

Device and Software Security Obligations. To use the Service, you must provide, at your own expense, a computer or Internet access device, software, and necessary Internet or other connections and equipment ("Computer"). Your browser must support a minimum 128-bit SSL encryption or other security measures as we may specify. You are responsible for installing, maintaining, and operating the Computer, and for the security of every device through which any Authorized User accesses the Service.

We are not responsible for errors or failures caused by malfunction of the Computer or for any virus, trojan horse, worm, keystroke logger, rootkit, spyware, or other malicious software associated with your use of the Service. Your responsibility includes, without limitation: installing and maintaining current, reputable antivirus and anti-malware software on all devices; keeping operating systems, browsers, and applications updated with the latest security patches; using secure, private network connections and avoiding public or unsecured Wi-Fi for account access; enabling device-level security features such as screen lock, device encryption, and remote wipe; and promptly removing access from any device that is lost, stolen, decommissioned, or transferred.

Consequences of Failure to Maintain Device Security. If a loss or unauthorized transaction occurs that is attributable in whole or in part to your failure to maintain current security software or otherwise comply with the device security obligations in this section, that failure will be considered a failure to exercise ordinary care on your part, and you will bear the resulting loss to the fullest extent permitted by Applicable Law. We may require that you upgrade or install software to ensure proper operation of the Service, and you agree to promptly install any required upgrades upon our notice.

34. THIRD-PARTY SERVICE PROVIDERS

Certain third parties, agents, or independent service providers ("Third Parties") may provide services to us in connection with the Service, which may involve the processing and/or transmission of your data, instructions, and funds. We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves; however, all claims against us arising from Third Party acts or omissions are subject to the same limitations of liability set forth in this Agreement. We will not be deemed the agent of, or responsible for the acts or omissions of, any person other than our Third Parties.

35. PRIVACY AND GLBA COMPLIANCE

Information about your Account and transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law, and our Privacy Policy. Our collection, use, and disclosure of nonpublic personal information is governed by the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and Regulation P to the extent applicable. We do not authorize any Third Party, Service Provider, or aggregator to sell, license, or otherwise use your information for purposes unrelated to providing the Service to you, except as permitted by Applicable Law and our Privacy Policy.

36. DATA BREACH AND SECURITY INCIDENT NOTIFICATION

In the event of a security breach involving your information maintained by us, we will notify you in accordance with the Texas Identity Theft Enforcement and Protection Act (Tex. Bus. & Com. Code § 521.053) and any other applicable federal or state law requiring notification. We will provide notice within the timeframe required by Applicable Law and will describe, to the extent reasonably practicable, the nature of the breach, the type of information involved, and the steps we are taking in response. If you believe any of your Service credentials have been compromised as a result of a security incident at the Bank, contact us immediately so that we may take appropriate steps to protect your Accounts. You agree to promptly notify us of any security incident affecting your own systems that may involve your Service credentials or Account data.

37. AMENDMENT AND CHANGE IN TERMS

We may change any term of this Agreement, including fees, charges, and policies affecting the Service, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective on the date provided in the notice; if the change is in your favor, we may provide notice after it becomes effective.

Continued Use Constitutes Acceptance: Your continued use of any Service after the effective date of a change in terms constitutes your acceptance of the new terms, whether or not you have reviewed the notice of change. We will post required notices within the Service or deliver them by email or postal mail as required by Applicable Law.

38. HIERARCHY OF AGREEMENTS

This Agreement governs your use of the Commercial Online Banking Service and related services. In the event of any conflict between the terms of this Agreement and one or more terms in another agreement between you and us, the following order of precedence applies:

- Applicable Law, including Article 4A of the Uniform Commercial Code as adopted in Texas, governs funds transfer matters and supersedes conflicting provisions;
- Any separate treasury management service description (including wire transfer, ACH origination, and positive pay) governs the specific service it describes;
- This Commercial Online Banking Services Agreement governs issues specific to Online Banking and related services;
- The applicable Deposit Account Agreement (including the Terms and Conditions of Your Account) governs all other account matters; and
- The applicable Fee Schedule governs fee matters, except as expressly addressed in this Agreement.

This Agreement is in addition to, and does not supersede, the applicable Deposit Account Agreement for purposes other than Online Banking.

39. GOVERNING LAW AND EXCLUSIVE VENUE

This Agreement and all claims, controversies, or disputes arising under or related to this Agreement will be governed by and interpreted in accordance with federal law and, to the extent not preempted by or inconsistent with federal law, the laws of the State of Texas, without regard to conflict of law principles.

Subject to Section 40 (Arbitration), any legal action or proceeding arising under or in connection with this Agreement that is not submitted to arbitration shall be brought exclusively in the state or federal courts located in Dallas County, Texas. You and we each consent to the personal jurisdiction and venue of such courts and waive any objection based on improper venue or inconvenient forum.

40. ARBITRATION AND CLASS ACTION WAIVER

Agreement to Arbitrate. You and Inwood National Bank agree that any claim, dispute, or controversy arising out of or relating to this Agreement, your Account(s), or your use of the Service ("Claim") will be resolved by binding individual arbitration, except as expressly provided below. This agreement to arbitrate is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

CLASS ACTION WAIVER. YOU AND WE EACH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Arbitration Rules and Procedures. Arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be conducted by a single arbitrator (or, for Claims exceeding $1,000,000, by a panel of three arbitrators). The AAA rules are available at www.adr.org. The arbitration will take place in Dallas County, Texas, unless otherwise agreed. The arbitrator's award will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Costs of Arbitration. Filing, administration, and arbitrator fees will be allocated in accordance with the AAA Commercial Arbitration Rules. The arbitrator may award to the prevailing party its reasonable attorneys' fees and costs to the extent permitted by this Agreement and Applicable Law. Unlike the consumer program, the Bank does not agree to advance or absorb your share of arbitration fees.

Exceptions to Arbitration. The following Claims are not subject to arbitration: (i) Claims for injunctive or other equitable relief to prevent unauthorized use of intellectual property or the Service or to enforce security interests or rights of setoff; (ii) Claims within the jurisdiction of a small claims court; and (iii) Claims required by Applicable Law to be resolved through a non-arbitral forum. Because your Accounts are commercial, the thirty-day consumer arbitration opt-out does not apply.

41. ATTORNEY FEES AND COLLECTION COSTS

Bank's Right to Recover Attorney Fees. If the Bank incurs attorneys' fees, court costs, expert witness fees, or other legal expenses in connection with any of the following, you agree to pay all such fees, costs, and expenses, to the extent permitted by Applicable Law:

- Enforcing any provision of this Agreement or any other agreement between you and us relating to your Account or your use of the Service;
- Collecting any amount you owe us under this Agreement, including outstanding fees, charges, overdrafts, or other obligations arising from your use of the Service;
- Responding to any legal action, subpoena, garnishment, levy, restraining order, or similar legal process relating to your Account;
- Resolving any dispute among owners, authorized signers, Administrators, or other parties claiming an interest in your Account that requires us to seek legal advice or take legal action; and
- Any proceeding, investigation, or action arising from your breach of any representation, warranty, or obligation under this Agreement.

Commercial Accounts — Enhanced Fee Recovery. Because your Account is a commercial or business account, our right to recover attorneys' fees is not limited to situations in which we prevail, but extends to any matter in which we incur legal expenses as a direct result of your use of the Service, your breach of this Agreement, or any claim you assert against us that is determined to be without merit, frivolous, or brought in bad faith. Our right to recover fees includes fees and costs incurred at all stages of any matter, including pre-litigation investigation and demand, trial

court proceedings, appellate proceedings, and any arbitration conducted pursuant to Section 40, and includes fees incurred by in-house counsel at reasonable market rates.

Deduction From Account. To the extent not prohibited by Applicable Law, we may deduct attorneys' fees and costs to which we are entitled under this section directly from your Account or from any other Account you maintain with us, without prior notice to you. If your Account balance is insufficient, you agree to pay the deficiency on demand.

Limitation — Gross Negligence and Willful Misconduct. Notwithstanding the foregoing, the Bank will not seek to recover attorneys' fees from you in any proceeding in which a court or arbitrator has determined by final, non-appealable judgment or award that we acted with gross negligence or engaged in willful misconduct directly causing your loss. This limitation applies only to the specific proceeding in which such a finding is made.

42. ELECTRONIC RECORDS AND SIGNATURES — E-SIGN CONSENT

By enrolling in the Service or by clicking "I Accept," you agree that we may provide you with disclosures, notices, agreements, periodic statements, fee schedules, and other communications required or permitted by law ("Records") in electronic form. Your consent applies to all Records relating to your Account(s) and your use of the Service, including this Agreement, service descriptions, amendment notices, and legal action notices.

Hardware and Software Requirements. To access and retain electronic Records, you must have: (a) a device capable of accessing the Internet; (b) a current, supported web browser or our mobile banking application; (c) a valid email address on file with us; and (d) software capable of opening PDF documents. You represent that you have access to the required hardware and software at the time you provide consent.

Withdrawal of Consent; Paper Copies. You may withdraw your consent to receive Records electronically at any time by notifying us in writing; withdrawal will not affect the legal validity of any electronic Record provided prior to withdrawal. If you withdraw consent, we may treat it as a request to terminate the Service. You may request a paper copy of any electronic Record; a reasonable fee may apply as set forth in the Fee Schedule.

Scope and Effectiveness. Your consent satisfies the affirmative consent requirement of the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq., and applicable Texas law. Electronic Records provided in accordance with this section have the same legal effect as paper Records.

43. TERMINATION

Your Right to Terminate

You may cancel your use of the Service at any time by providing us with written notice through Secure Messaging, postal mail, or fax. Your access will be suspended within three (3) Business Days of our receipt of your cancellation instructions. You remain responsible for all fees and charges incurred through the date of cancellation, and for all payment orders and entries initiated before termination becomes effective. Cancellation applies only to your Service access and does not terminate your underlying Account(s). We recommend that you cancel all scheduled transfers before notifying us of cancellation.

Our Right to Terminate

We reserve the right to terminate or suspend your use of the Service or any feature in our sole and absolute discretion for any reason at any time, including upon any Disqualifying Event, any deterioration in your financial condition, or any suspected fraud or unauthorized use. We will provide notice of termination to the extent required by Applicable Law. Termination does not affect obligations that accrued before termination or that by their nature survive.

44. FORCE MAJEURE

Neither party bears responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's reasonable control, including fire, casualty, equipment breakdown, telecommunications or data processing service failure, lockout, strike, unavoidable accident, act of God, riot, war, or

the enactment, issuance, or operation of any adverse governmental law, ruling, regulation, order, decree, or emergency that prevents normal operations. Scheduled system maintenance of which you have been notified does not constitute a force majeure event for purposes of any Service availability representation.

45. REPRESENTATIONS, WARRANTIES, AND AUTHORITY

You represent and warrant to us, on the date you accept this Agreement and on each date you use the Service, that: (i) the Customer is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation (or, for a sole proprietorship, that the individual has authority to conduct the business); (ii) the Customer has full power and authority to enter into and perform this Agreement, and the Authorized Representative accepting it is duly authorized to bind the Customer; (iii) the Accounts are and will be used for business, commercial, agricultural, or professional purposes and not for personal, family, or household purposes; (iv) all information you provide to us is accurate and complete; and (v) your use of the Service will comply with all Applicable Law, including sanctions, anti-money-laundering, and NACHA rules. You agree to provide, upon our request, a certified corporate resolution, certificate of authority, or similar evidence of authority in form and substance satisfactory to us.

46. MISCELLANEOUS

Entire Agreement. This Agreement, together with any applicable treasury service descriptions and documents incorporated by reference, constitutes the complete and exclusive statement of the agreement between you and us with respect to the Service and supersedes any prior oral or written understandings relating to the Service.

Severability. If any provision of this Agreement is determined by a court or arbitrator to be unenforceable as written, that provision will be interpreted to achieve, to the extent permitted by law, the purposes intended, and the remaining provisions will continue in full force and effect.

Assignment. We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate, or transfer your rights or responsibilities under this Agreement without our prior written consent.

Non-Waiver. No deviation from any term of this Agreement constitutes a waiver of any right or duty. The failure of either party to exercise any right on any occasion is not a waiver of that right on any future occasion.

No Third-Party Beneficiaries. This Agreement is for the benefit only of the parties and is not intended to grant any rights to or otherwise benefit any other person.

Recording of Communications. You and we agree that all telephone conversations or data transmissions made in connection with this Agreement may be recorded and retained by either party.

Documentation. All documents evidencing, relating to, or arising from the parties' relationship may be scanned or electronically stored and the originals destroyed. Imaged documents will be treated as originals and may be used as evidence in any legal proceeding.

Relationship of Parties. You and we are not, and our respective licensors are not, partners, joint venturers, or agents of each other as a result of this Agreement.

Headings. Section headings are for convenience of reference only and do not modify the meaning or construction of any provision.

PART IV — DEFINITIONS

"Account(s)" *means* any Deposit Account(s) and/or Credit Account(s) the Customer may have with us that are designated for the Service.

"Account Agreement(s)" *means* the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, treasury service descriptions, and any other agreements, disclosures, or documents regarding your Accounts, each as may be amended from time to time.

"Administrator" *means* an individual designated by the Customer and authorized to manage user entitlements, transaction authorities, dual-control settings, and dollar limits within the Service on behalf of the Customer.

"Agreement" *means* all terms and conditions defined in this Inwood National Bank Commercial Online Banking Services Agreement, together with any applicable treasury service descriptions, as amended from time to time.

"Applicable Law" *means* federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Texas, including Article 4A of the Uniform Commercial Code as adopted in Texas.

"Authorized Representative" *means* an officer, owner, member, partner, or other individual with authority to bind the Customer and to accept this Agreement and designate Administrators and Authorized Users on the Customer's behalf.

"Authorized User" *means* any individual the Customer or its Administrator authorizes to access the Service or initiate transactions using the Security Procedures, including any person to whom a Login ID and password is issued.

"Available Funds" *means* the balance in a Deposit Account including collected funds on deposit plus any available overdraft or credit line balance associated with the Deposit Account.

"Bill Payment Service" *means* the online bill payment service offered by Inwood National Bank and any associated Service Provider, as described in Section 7 of this Agreement.

"Business Day" *means* every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days, even if Inwood National Bank is open on such days.

"Commercial or Business Account" *means* any account held in the name of a corporation, partnership, limited liability company, sole proprietorship, professional association, or other business entity or organization, or held in the name of a natural person but used primarily or substantially for business, commercial, agricultural, or professional purposes, or otherwise designated on the Bank's records as a business or commercial account.

"Computer" *means* your computer or other Internet access device, any software, and the related equipment used to access the Service.

"Credit Account(s)" *means* any line of credit, loan, or other applicable open-end or closed-end credit the Customer maintains with us.

"Customer" *means* the business entity or person on whose behalf the Accounts are maintained and that is bound by this Agreement, together with its Authorized Representatives, Administrators, and Authorized Users.

"Cut-Off Time" *means* the time of day as specified in Section 14 (or an applicable service description) after which a transaction submitted on that day will be processed on the next Business Day.

"Deposit Account(s)" *means* any checking, money market deposit, savings, sweep, analysis, certificate of deposit, or other eligible deposit account the Customer maintains with us.

"Deposit Account Agreement(s)" *means* the Bank's Terms and Conditions of Your Account and associated Overdraft Addendum, Fee Schedule, and any other agreements governing your Deposit Accounts, each as amended from time to time.

"Fee Schedule" *means* our then-current Service and Account Schedule of Fees applicable to your Accounts and the Service, including any account analysis pricing, as amended from time to time.

"Funding Account" *means* for purposes of the Bill Payment Service, the Account from which we may debit funds necessary to remit a Scheduled Payment to a Payee per your instructions.

"Internal Transfers" *means* electronic transfers of funds between the Customer's eligible Accounts at Inwood National Bank.

"Losses" *means* any and all claims, fines, penalties, fees, costs, expenses, damages, and liabilities, including without limitation attorneys' fees and litigation costs.

"Login ID" *means* the electronic identification associated with each Authorized User of the Service, used for log-in.

"Mobile Device" *means* a mobile phone, tablet, or other equipment with mobile carrier, operating system, data plan, software, and hardware supported by us.

"Payment Order" *means* an instruction transmitted through the Service to pay, or to cause another financial institution to pay, a fixed or determinable amount of money, as that term is used in Article 4A of the Uniform Commercial Code, including Internal Transfers, External Transfers, ACH entries, and Bill Payments to the extent they qualify.

"Payee" *means* for purposes of the Bill Payment Service, the individual, business, or entity to which you intend to send a payment and for which you accurately provide and maintain the required information.

"Privacy Policy" *means* our policy and disclosure regarding the personally identifiable information we collect and to whom we may share it, as required by the Gramm-Leach-Bliley Act and Regulation P to the extent applicable.

"Processor" *means* a third-party technology provider engaged by Inwood National Bank to provide processing services in connection with the Service or Mobile Deposit.

"Security Procedures" *means* the Login ID, password, multi-factor authentication, entitlements, dual-control settings, and any other authentication procedures described in Section 15 of this Agreement, as modified by us from time to time, which the parties agree are commercially reasonable under UCC Article 4A.

"Service Provider" *means* for purposes of the Bill Payment Service, any third party with whom we have contracted to provide the Bill Payment Service.

"Third-Party Aggregator" *means* any third-party application, service, or platform that accesses your Account data using your Service credentials or through a tokenized connection.

ACCEPTANCE OF AGREEMENT

By clicking on the "I Accept" button and/or proceeding to use the Service, the Authorized Representative represents that he or she is authorized to bind the Customer, and the Customer acknowledges that it has read, understood, and agrees to be bound by this Agreement and the terms and conditions associated with its use of the Service, including any Online Transactions and Payment Orders initiated through the Service.

IMPORTANT: PRIOR TO CLICKING "I ACCEPT," PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS.

Inwood National Bank
7621 Inwood Rd • Dallas, Texas 75209 • (214) 351-7330 • www.inwoodbank.com

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Member FDIC