

Cache Bank & Trust

Cash Management Services Agreement and Online Banking Application

1. GENERAL

The cash management services to be provided by Cache Bank & Trust to the Customer under this Agreement consist of an Internet banking program (the "Program") that permits the Customer to obtain and conduct certain activities with Cache Bank & Trust. Such activities include the ability to obtain certain account balance information, to initiate book transfers, to initiate electronic funds transfer services, to initiate ACH transactions, to initiate stop payment requests, to perform e-commerce transactions and generally perform other account reporting functions provided by the Program, now or in the future, all by means of a connection via the Internet (collectively the "Services").

The Customer understands that certain Services are governed by additional disclosures and agreements between Cache Bank & Trust and that those services will not be provided to Customer unless and until such additional disclosures are made and agreements are executed. To the extent inconsistent with this Agreement, the terms and conditions of any agreement applicable to a specific Service will control.

Services requiring an additional agreement include but are not limited to:

ACH TRANSFERS. The ACH feature of the Program is an alternate entry system for issuing funds transfer requests to the Automated Clearing House network. The provisions of Cache Bank & Trust's ACH Agreement will govern the acceptance and liability for all ACH Transfer requests initiated in connection with the Program.

REMOTE DEPOSIT CAPTURE. Cache Bank & Trust offers a Merchant Capture Program for the electronic clearing of checks, which enables a customer to convert checks to electronic items and to transmit those items electronically for deposit into the customer's account at Cache Bank & Trust. The provisions of Cache Bank & Trust's Remote Deposit Capture Agreement will govern the acceptance and liability for all operations in connection with the Merchant Capture Program.

2. TERM

This Agreement is effective upon the earlier of the execution of this Agreement or Customer's first use of the Program. This Agreement will remain in force until terminated in accordance with this Agreement. This Agreement will be terminated (i) upon thirty (30) days prior written notice by either party to the other, (ii) automatically upon termination of the Account relationship between the parties, and (iii) automatically upon the occurrence of any event which causes Cache Bank & Trust to be unable to provide the Program to the Customer. In addition, Cache Bank & Trust may immediately and without notice suspend and/or terminate Customer's participation in the Program if the Customer fails to comply with the terms and conditions of this Agreement. Customer also understands and acknowledges that certain features of the Program are provided by third-party vendors. Any provisions of this Agreement protecting the proprietary rights of Cache Bank & Trust's vendors will survive the termination of this Agreement.

3. FEES

The Customer agrees to pay the fees for access to and use of the Program at the rates specified by Cache Bank & Trust's *Cash Management Fee Schedule*, which has been received by the Customer. Cache Bank & Trust may modify the applicable fees charged to the Customer from time to time during the term of this Agreement by publishing a new *Cash Management Fee Schedule* on its website or by mailing to the Customer a new *Cash Management Fee Schedule*. Cache Bank & Trust may deduct all fees due from any account of the Customer at Cache Bank & Trust.

4. ACCOUNT

The Customer will maintain with Cache Bank & Trust at least one demand deposit account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Program. Unless Cache Bank & Trust otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Program and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay Cache Bank & Trust, on demand, the amount of any deficiency in such outstanding transactions and obligations. Cache Bank & Trust may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at Cache Bank & Trust.

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5. **AUTHORIZATION**

The Customer will provide to Cache Bank & Trust properly executed authorizations from Customer, in a form acceptable to Cache Bank & Trust, identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to Cache Bank & Trust, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the Corporation, provided, however, that Cache Bank & Trust may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation will have provided to Cache Bank & Trust any evidence of such person's authority.

6. **ACCOUNT RECONCILIATION**

All transactions which result in a Debit or Credit to the Account initiated by the Customer under the Program will be reflected on the Customer's monthly account statements. The Customer will notify Cache Bank & Trust, within thirty (30) days after the delivery of the account statements by Cache Bank & Trust of any discrepancies between the account statements and the Customer's records of transactions initiated through the Program. Failure of the Customer to notify the Corporate Services Manager of Cache Bank & Trust within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against Cache Bank & Trust by reason of such discrepancies.

7. **STOP PAYMENTS**

The Customer acknowledges that the Stop Payment feature of the Internet Banking system is an alternate entry system for issuing stop payment orders between the Customer and Cache Bank & Trust. When the Customer elects to execute stop payment requests through the Internet Banking system, the Customer agrees to indemnify and hold Cache Bank & Trust harmless for all costs, expenses or damages which Cache Bank & Trust may incur or suffer in connection with or arising from refusing payment thereof, or efforts to stop payment thereof, and further agrees that Cache Bank & Trust will not be held liable on account of payment thereof contrary to such request if such payment occurs through inadvertence, oversight, mistake or accident, or if by reason of such payment, other items drawn by the Customer are returned because of insufficient funds. In complying with the stop payment request, Cache Bank & Trust's duty will extend only to the exercise of good faith and ordinary care.

Prior to requesting a Stop Payment, it is the responsibility of the Customer to first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to Cache Bank & Trust's entry of the request, then Cache Bank & Trust will not be liable for any loss incurred by the Customer arising from the event.

The Customer further agrees that Cache Bank & Trust will be obligated to honor the stop payment order only if received at such time and in such manner to afford Cache Bank & Trust a reasonable opportunity to act on said order. If an immediate response is required, the Customer should execute the stop payment request by speaking to company personnel by phone or in person.

Any stop payment request received through the Internet Banking system is only binding upon Cache Bank & Trust for fourteen (14) calendar days and thereafter must be confirmed in writing by an authorized signer on the applicable account of the Customer, which will be effective for six (6) months. Revocation of the stop payment order must be in writing.

8. **UNAUTHORIZED ACCESS: SECURITY PROCEDURES**

The Customer understands that the Program provides Internet access to Customer's Accounts and that any person with access to Customer's passwords, computers or other devices used by Customer for access can be used to withdraw funds from any associated Accounts. The Customer will be solely responsible for protecting against unauthorized access to the Internet Banking system's functions by computers, other access devices and networks used to access this system and any and all losses and damages arising from any unauthorized access to the Internet Banking system. The Customer will establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer will make such procedures and security features known only to those authorized representatives of the Customer who will use the Program. Cache Bank & Trust will have no obligation, liability or control, either directly or indirectly over such procedures or the failure of Customer to maintain such

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procedures. The Customer will be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to Cache Bank & Trust, provided, however, Cache Bank & Trust will not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided by any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Program will be deemed to have been authorized by the Customer, and Cache Bank & Trust will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

9. **INDEMNIFICATION**

The Customer will defend, indemnify and hold harmless Cache Bank & Trust against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Cache Bank & Trust under the Program; (ii) any breach of the provisions of this Agreement, any additional agreement applicable to a specific Service, or violation of law; (iii) any request for stop payment; (iv) any dispute between the Customer and any third party in connection with the use of the Program; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section will survive termination of this Agreement.

10. **DISCLAIMER OF WARRANTY.**

CACHE BANK & TRUST MAKES NO WARRANTIES WITH RESPECT TO THE PROGRAM, NOR DOES CACHE BANK & TRUST WARRANT THAT THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. NEITHER CACHE BANK & TRUST NOR ITS INTERNET BANKING VENDORS MAKES ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE PROGRAM. CACHE BANK & TRUST AND ITS INTERNET BANKING VENDORS DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITATIONS OF LIABILITY.**

IN NO EVENT WILL CACHE BANK & TRUST OR ITS INTERNET BANKING VENDORS BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. CACHE BANK & TRUST'S DUTIES AND RESPONSIBILITIES ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT OR IN ANY ADDITIONAL AGREEMENT APPLICABLE TO A SPECIFIC SERVICE. CACHE BANK & TRUST WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF CACHE BANK & TRUST HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY CACHE BANK & TRUST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CACHE BANK & TRUST WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF CACHE BANK & TRUST'S ACT OR OMISSION. CACHE BANK & TRUST WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN CACHE BANK & TRUST AND THE CUSTOMER OR BETWEEN CACHE BANK & TRUST AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE CACHE BANK & TRUST'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST CACHE BANK & TRUST UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

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12. **NOTICES**

Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given to the Customer under this Agreement will be delivered or sent by mail, fax or email to the address, fax number or email address(es) provided in the Initial Implementation Form that is part of this Agreement or to such other address, fax number or email address as Customer may later designate by notice to Cache Bank & Trust. All notices and communications to Cache Bank & Trust will be addressed or emailed to Cache Bank & Trust's Account Officer assigned to Company, Cache Bank & Trust's Operations Officer, or Cache Bank & Trust's Cash Management Office.

13. **ENTIRE AGREEMENT; SEVERABILITY**

This Agreement and any additional agreements applicable to a specific Service, together with all exhibits, schedules and attachments thereto, represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions will remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which Cache Bank & Trust is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy and Cache Bank & Trust will incur no liability to the Customer as a result of such violation or amendment.

14. **ASSIGNMENT; SUBLICENSE**

Customer may not assign, transfer or dispose of its rights and obligations under this Agreement. This Agreement governs the terms and conditions of Customer's limited use of the Program and nothing in this Agreement shall be construed to give Customer any ownership, license, sublicense or other rights in or to the Program. All trademarks, copyrights and other intellectual property associated with the Program or any Service are and shall continue to be the property of Cache Bank & Trust and its vendors, respectively.

15. **GOVERNING LAW**

This Agreement is governed by the laws of the State of Colorado, except to the extent Federal law or third-party rules (such as ACH Clearinghouse Rules) may be applicable to transactions performed through use of the Program or which federal law may provide for the protection of the copyrights, trademarks and other intellectual property rights of Cache Bank & Trust or its Program vendors.

16. **AMENDMENTS**

The terms and conditions of this Agreement and the Program services Cache Bank & Trust provides are subject to change. Cache Bank & Trust may amend any of the terms and conditions contained in this Agreement by providing Customer notice of such amendment. Such amendments will become effective immediately or such later date as may be stated in Cache Bank & Trust's notice to Customer. Any use of services provided hereunder after the date Customer receives notice of amendment will constitute acceptance of the terms of said amendment.

THIS CASH MANAGEMENT SERVICES AGREEMENT is made and entered this

____ day of _____ 20 __, by **Cache Bank & Trust**, a bank chartered in the state of Colorado, and _____ (the "Customer").

By signing this Agreement, Customer acknowledges it has read and accepts and agree to be bound by the terms and conditions of this Agreement. The undersigned certifies that every representation made by Customer in this Agreement, including in the Initial Implementation Form whether now or hereafter delivered by Customer to Cache Bank, is true and correct. Cache Bank & Trust is authorized to retain this application whether or not it is approved. Customer further understands that any temporary passwords issued to Customer by the Program must be changed by the Customer or its authorized users the first time such users log on to the Internet banking system.

Customer Name (Print)

Customer Signature

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Initial Implementation Form

Client	
Business Name	
Business Address	
Contact Name	
Contact Number	
Contact Email*	

*The email address listed will receive the email notification for statements and changes to the Cash Management Services Agreement and Online Banking Application

Services Requested:

- Internal Transfers ACH Transfers (Requires additional paperwork and approval)
 Stop Payments Remote Deposit Capture (Requires additional paperwork and approval)

Entities Designated for Internet Access:

Please list all business and personal entities that require access to the cash management system. In addition, please include the Tax ID (EIN or SS#), all associated accounts with desired nicknames for the entity, and an authorized signature for one of the signers on the accounts.

Entities	
Entity Name	
EIN/SS#	
Account #'s	
Account Nicknames	
Printed Name	
Signature	

Entities	
Entity Name	
EIN/SS#	
Account #'s	
Account Nicknames	
Printed Name	
Signature	

Entities	
Entity Name	
EIN/SS#	
Account #'s	
Account Nicknames	
Printed Name	
Signature	

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Internet Banking System Users:

Please list all persons who will require access to the Internet Banking system. Please include the appropriate entity access and permissions for each user. If a user is to have access to only specific accounts within an entity, please make note of it on the implementation form.

If any contact information fields are unknown to the person completing this application, please have the employee who will be receiving access contact the bank to provide the information to us.

If a desired login name is unknown, the bank will choose a default name and contact the user with that name once the online account is set up. The user will not be able to change his/her login name once the bank has assigned it.

Users		
Name		
User ID		
Phone Number	Home/Mobile:	Business:
Email Address		
Entity Access		
Permissions	<input type="checkbox"/> Inquiry <input type="checkbox"/> Transfers <input type="checkbox"/> Stop Payment <input type="checkbox"/> Remote Capture <input type="checkbox"/> ACH	
Security Question		
Security Answer		

Users		
Name		
User ID		
Phone Number	Home/Mobile:	Business:
Email Address		
Account Access		
Permissions	<input type="checkbox"/> Inquiry <input type="checkbox"/> Transfers <input type="checkbox"/> Stop Payment <input type="checkbox"/> Remote Capture <input type="checkbox"/> ACH	
Security Question		
Security Answer		

Users		
Name		
User ID		
Phone Number	Home/Mobile:	Business:
Email Address		
Account Access		
Permissions	<input type="checkbox"/> Inquiry <input type="checkbox"/> Transfers <input type="checkbox"/> Stop Payment <input type="checkbox"/> Remote Capture <input type="checkbox"/> ACH	
Security Question		
Security Answer		

If you wish to add additional entities or users, please attach an additional Extra Entity Form or Extra User Form to this implementation sheet.