

MONTECITO BANK & TRUST
MULTIPLE PARTY ACCESS SERVICE DESCRIPTION

1. Multiple Party Access. Montecito Bank & Trust (“Bank”) hereby offers Client and Client hereby accepts the multiple party access service (the “Multiple Party Access Service”). The Multiple Party Access Service is designed to enable unlike vested accounts to be linked together for access to Bank’s online banking services, as detailed in this Multiple Party Access Service Description. Bank reserves the right, without prior written notice to Client, to place from time to time limits on Client's right to use the Multiple Party Access Service.

By signing the Multiple Party Access Service Description Acceptance each Client acknowledges that it has read and agrees to be jointly and severally bound with the other Clients by the terms and conditions provided in this Multiple Party Access Service Description and the exhibits hereto, as may be amended, as to each of Client’s respective Accounts.

2. Master Treasury Management Services Agreement; Separate Service Descriptions. As to each Client individually, the Multiple Party Access Service Description forms part of the Business Online Banking Service Description or the Commercial Center Service Description, based on the Services used, and the Master Treasury Management Services Agreement (“Master Agreement”) agreed to by said Client. To the extent Client is enrolled in the Positive Pay Service, the ACH Service, the Lockbox Service, the Wire Service, or the RDC Service, Client’s use of the Services will also be subject to the terms and conditions of the separate Positive Pay Service Description, the Automated Clearing House (ACH) Service Description, the Commercial Center Automated Clearing House (ACH) Service Description, the Lockbox Service Description, the Wire Transfer Service Description, the Commercial Center Wire Transfer Service Description, and the CheckCapture Service Description, respectively (as applicable, “Additional Service Descriptions”). The Master Agreement and the Service Agreements are incorporated into the Multiple Party Access Service Description and made a part of it by reference. The Accounts and all Services used by a Client will continue to be subject to the terms and conditions of the applicable Other Agreements, as well as the Service Agreements, except to the extent specifically modified in the Multiple Party Access Service Description. In the event of a conflict between the Multiple Party Access Service Description, the Master Agreement, the Other Agreements and the Service Agreements, the Multiple Party Access Service Description will control.

3. Defined Terms. Defined terms in Multiple Party Access Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in Multiple Party Access Service Description. In addition to other defined terms in Multiple Party Access Service Description, the terms below will have the following meaning herein:

An “account” shall mean any deposit or loan account Client maintains with Bank now and in the future and can include all accounts and products Client uses with Bank. Client’s “Account” shall mean the account(s) accessible through the Services.

“Administrator” has the meaning given in the Business Online Banking Service Description or Commercial Center Service Description, based on the Service used, and includes any successor to an Administrator.

“Adverse Event” means:

- (i) If any Account is subject to levy, attachment or other legal process;
- (ii) If any Client is the subject of voluntary or involuntary bankruptcy proceedings, or any other action for relief of creditors generally;
- (iii) If any Client disputes the authenticity of any Communication, or the authority of Bank to act or not to act, or the legitimacy of any action taken by Bank, in connection with any Service performed in response to any Communication received by Bank;
- (iv) Any non-Client asserts an interest in an Account, whether or not the interest is later held to be valid; or
- (v) Any other action or inaction deemed by Bank to present risk to Bank.

“Authorized User” means the following, any of whom may act independent of each other:

(i) The Client; and

(ii) A Client’s employees, officers, designees, agents, Administrators, Sub-User or other persons authorized by the Client to use the System or Services. Any person who has been given authorization by a Client or by another Authorized User (even if in breach of obligations of confidentiality) to use the System or Services. Except to the extent expressly prohibited by law or regulation, authorization to use the System or Services is deemed to have been given and is hereby confirmed to have been given by the Client to any person: (A) to whom the Client provides actual authority (for example, by appointment as agent or by resolution of the Client’s board of directors or governing body); (B) who has apparent authority to act on behalf of the Client; or (C) who receives Security Devices or any other security procedures from the Client, any Administrator, or any other person previously given access to the security procedures by the Client. The authorization of an Authorized User continues until the Client notifies Bank and expressly withdraws authorization for that person to use the security procedures and Bank has had a sufficient time to act on such information.

“Client,” “you,” and “your” mean each Client identified as a Client on the Multiple Party Access Service Description Acceptance, as amended from time to time.

“Communication” means any message, instruction, payment, electronic data or other communication received by Bank through the System and in the name of any one or more Clients. The term “Communication” includes any requests for transfers between accounts, or other access to or use of the System for purposes of any Services made available in Multiple Party Access Service Description.

“Service Agreement(s)” mean the terms and conditions provided in the Master Agreement, the Business Online Banking Service Description or Commercial Center Service Description, and the Additional Service Descriptions, Supporting Documents, exhibits and addendums, as applicable.

“Other Agreements” means Bank’s Deposit Account Terms and Disclosures and any other agreement applicable to a deposit account or Services entered into by and between Bank and the Client, as amended from time to time.

“Security Devices” and “security procedures” refers to the authentication systems, tools or methods used by Bank to authenticate Communications from a Client including any Authorized Users, or their successors (as applicable).

“Service(s)” means those services accessible through the applicable System.

“Sub-User” has the meaning given in the Business Online Banking Service Description or Commercial Center Service Description, based on the Service used, and includes any successor Sub-User.

“System” means the system offered by Bank to the Clients, as described in the Service Agreements.

4. Services. Each Client acknowledges and agrees that all of the Services available pursuant to its Service Agreements with Bank will be subject to access by all Authorized Users of each Client. Accordingly, the Services will be applied or made available to each Client and to all Accounts of each Client on an individual and on a multi-party basis. Bank may, but is not required to, impose limitations on Clients that differ from one Client to the next Client. At Bank’s option, a Client’s access to or use of the Accounts of another Client may be subjected by Bank to the restrictions applicable to the Client in whose name the Account is held, or to those applicable to the Client seeking access, or to such other restrictions as Bank may impose.

5. Bank Provided Equipment. Each Client acknowledges and agrees that all equipment provided by Bank (to the extent applicable) to enable the Clients’ use of the Services may be shared among all Clients and subject to access by all Authorized Users of each Client. Accordingly, to the extent the Service Agreements provide rights, responsibilities and liabilities to each Client as to the Bank-provided equipment, such rights will be shared among the Clients, and the responsibilities and liabilities will be joint and several between and among the Clients. The

Bank-provided equipment, as applicable, will be utilized by each Client to facilitate deposits to all Accounts of each Client on an individual and on a multi-party basis. Bank may, but is not required to, impose limitations on Clients that differ from one Client to the next Client.

6. Use of Services. The multi-access nature of Multiple Party Access Service Description directs Bank to provide Service access between unlike accounts that may or may not be related by common ownership or common signers. Each Client understands that the Security Devices allow active account transaction functionality (i.e., payments, transfers, etc.) between the Accounts and to third parties.

7. Authorization. Each Client authorizes Bank to allow the Client and its respective Authorized Users, in addition to each other Client and their Authorized Users, access to the Client's Accounts via the System with full authority given to conduct transactions on each Client's behalf. This may include Services that are made available to other Clients but that are not made available by Bank directly to the Client whose Accounts are affected. This includes authority granted under Multiple Party Access Service Description or under any applicable Other Agreement. Without limiting the foregoing, each Client authorizes Bank to debit or credit its Accounts and otherwise to act in accordance with Communications received from any other Client or Authorized User. Each Client acknowledges and agrees that Bank may share information regarding the Client's use of the Services and any use by Client's Authorized Users with any other Client or its designee, including the other Client's Authorized Users.

8. Communication with Bank. Each Client agrees that Bank is entitled to act upon any instruction or other Communication received by Bank through the System from any Client or Authorized User, and may treat that Communication received through the System as valid to the same extent and to the same effect as if it had been received through the System from one of the Clients whose Account will be debited or otherwise is affected. To this end, each Client appoints their Authorized Users, as well as every other Client and their Authorized Users, as the appointing Client's agent and attorney in fact for the purpose of initiating instructions and transactions through the System, including but not limited to initiating payment orders to third parties and providing Communications to Bank, and agrees to be bound by any payment order or Communication issued through the System by the appointing Client's Authorized Users, as well as any other Client or their Authorized User. A Communication received by Bank through the System will be deemed to be a valid and authorized Communication of the Client named in the Communication for purposes of any Service requested in the Communication. Bank is not required to verify the authenticity of any Communication other than through the security procedures provided in the Service Agreements. Except to the extent expressly prohibited by law or regulation, a Communication received by Bank via the System in the name of the Client will be deemed an authorized Communication, binding on the Client named in the Communication, if the Communication is sent by: (i) Any Authorized User or Sub-User, regardless of whether such individuals are reflected as authorized signers for the Account; or (ii) Any other person, whether or not such person was authorized to act on behalf of the Client, if the Communication is in the name of the Client and if Bank verifies the authenticity of the Communication using the security procedures described in the Service Agreements.

9. Account Restrictions. Each Client understands that Services may be used to cause transfers of funds (debits and credits) from and to its Accounts without regard to any withdrawal or signature restrictions otherwise applicable to the affected Account. For example, if withdrawals, checks or other access to an Account is subject to dollar limits or multiple signature requirements, these limitations are not applicable to transactions conducted using the Services. This applies to deposit accounts, if access to these or other types of accounts are made available using the System.

10. Security Procedures. The security procedures used to verify the authenticity of instructions and Communications by the Clients equally apply to any successor Administrators and Authorized Users. By using the Services, each Client acknowledges and agrees that the security procedures provide a commercially reasonable method of authenticating Communications and agree to be bound by any Communications, whether authorized or unauthorized, which Bank executes in compliance with the security procedures.

11. Client Representations and Warranties. The Clients individually represent and warrant to Bank, at the time of execution of Multiple Party Access Service Description and as part of each Communication or use of a Service, that it is the true owner of all funds in the Account associated with its name on the Acceptance, and as follows:

(i) The Client has all requisite power and authority to request and authorize Multiple Party Access Service Description and the Other Agreements;

(ii) Each Communication is authorized, valid and binding on the Client when named in the Communication, as provided to Bank in compliance with the terms and conditions of Multiple Party Access Service Description;

(iii) Any transaction conducted by the Client will not be in violation of any state or federal law (including, but not limited to, California Corporations Code Section 2253, which prohibits making any dividend or distribution of assets except in the cases and in the manner allowed by law, either with the design of defrauding creditors or shareholders or of giving a false appearance to the value of the stock and thereby defrauding subscribers or purchasers);

(iv) Except as otherwise specifically disclosed in writing to Bank, Client is not now engaged, and will not during the term of Multiple Party Access Service Description engage, in any business that would result in Client being or becoming a “money service business” as defined in the Federal Bank Secrecy Act and its implementing regulations; and

(v) All corporate or other business formalities, as applicable, have been and will be followed with respect to each transfer of funds, including, but not limited to, proper authorization of all requests and transfers and record keeping requirements with respect to them.

Each Client will notify Bank immediately if any representation or warranty made by the Client ceases to be true or if the Client becomes aware of any breach of any representation or warranty by any other Client.

12. Client Acknowledgements. Each Client acknowledges and agrees that:

(i) Bank did not, at any time, solicit the Clients for activation of this multiple party access service;

(ii) Bank is providing the multiple party access service as an accommodation to the Clients and at the express request of the Clients;

(iii) The Client and not Bank is responsible for reviewing and understanding any negative impact on the Client that may arise due to the Clients use or allowance of these multiple party access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of other Clients in insolvency or otherwise, and increased losses due to unauthorized transactions);

(iv) Bank will not control or restrict any transaction effected by any of the Authorized Users on any of the Accounts and that the Authorized Users may access information and funds in any of the Accounts using the Service, such access may increase the risk of unauthorized activity, improper comingling and misapplication of funds;

(v) The multiple access feature will allow Authorized Users to utilize a single set of Security Devices to access all Accounts using the Service which may result in significant diminution in the protection offered by such security codes or procedures;

(vi) The Client should consult with their legal counsel and accountant prior to signing up for the multiple party access service; and

(vii) The Client accepts all risks associated with the use of the multiple party access services by itself and by the other Clients.

13. Indemnification. Except to the extent expressly prohibited by law or regulation, each Client shall jointly and severally, defend, indemnify and hold harmless Bank and its officers, directors, agents and employees from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys’ fees and expenses, resulting from or arising out of any losses due to action or inaction by any Client in the use of the System, the Services, or by Bank in the performance of its obligations under Multiple Party Access Service Description. The obligations of the Clients under this Section are in addition to those provided elsewhere in Multiple Party Access Service Description, and not a limitation on any other obligation of a Client to Bank, whether under Multiple Party Access Service Description, any applicable Other Agreement, the Service Agreements, at law or in equity.

14. Limitation on Services. Each Client agrees that Bank may impose restrictions on any Services, with or without cause, at any time and either with notice or without notice to any Client (including those affected by the restriction). Without limiting the foregoing, if an Adverse Event occurs, then Bank may (but is not obligated to) take any one or more of the following actions in connection with one or more (including possibly all) Accounts:

(i) Terminate or close Accounts;

(ii) Restrict or terminate Services in connection with Accounts;

(iii) Delay availability of funds on deposit in any one (and up to all) Account(s);

(iv) Freeze funds in any one (and up to all) Account(s) and hold them pending instructions acceptable to Bank;

(v) Interplead funds in Accounts with any court, whether or not the court later determines that interpleader is or is not an authorized action by Bank; or

(vi) Take any other action to protect Bank against cost, harm, inconvenience, litigation or otherwise as it sees fit in Bank's sole discretion.