

OMNI BANK

BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT

The following information represents the Business Online Banking and Master Cash Management Agreement (“Agreement”) between you and Omni Bank (“Bank”, “we”, “our”, “ours”). This Agreement sets forth the terms and conditions governing the provision of Online Banking and cash management services to you or anyone authorized by you (collectively, you, your, yours) and describes your and our rights, responsibilities and obligations. By completing and signing the Business Online Application attached hereto and made a part hereof as Schedule A or using the Online Banking or cash management services, you agree to the terms and conditions of this Agreement, which are in addition to those that apply to any accounts you have with Bank.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Agreement.

“Account” or “Accounts” means one or more checking, savings, money market deposit or loan account that you have with us for business use.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

"Bill Payment Funding Account" or “Funding Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

"Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via personal computer entered on the bill payment site.

“Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

“Business Day(s)” means 8 a.m. to 5 p.m. Monday through Friday. Federal Holidays and Mardi Gras are not included. Some online transaction deadlines may vary from this

definition.

“Deposit Account Agreement” has the meaning provided in Article X Section G.

“Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

“Funds transfer” or **“Transfer”** means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.

“Online Banking” or **“Service”** means the service(s) described in this Agreement.

“Password” means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.

“Payee” means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

“PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

“Transfer Day” means Monday - Friday, to 6:00 p.m., Central Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

II. Setup and Use of Online Services.

A. Eligibility.

1. To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one account or other relationship with us, we will "link" the relationships together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. Prior to your first use of Online Banking, the Bank will assign you a User ID and Password (the User ID and Password collectively are referred to as the “Access Codes”), required to gain access to Online Banking. You agree to appoint an administrator (the "Administrator") who will be responsible for creating and maintaining subsequent User IDs and Passwords for you, including assigning and revoking access privileges for the Users and those persons authorized by you to use the Service, (“User”) and providing new and subsequent Access Codes to those Users. The Online Banking system will ask you to change your Password the first time that you use the system.

2. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that the Administrator controls security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds.

B. Security Procedure.

The use of the Access Code is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

1. You agree to comply with the “Security Procedures” and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of transfers and access to confidential customer information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further

- acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.
2. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.
 3. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
 4. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

C. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

D. Equipment Requirements.

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and or Software. To access Online Banking, you must have Windows: Internet Explorer 6.0 – 7.0, Fire Fox 1.5 – 2.0 or compatible web browser and 128 bit data encryption. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

III. Business Online Services.

Products and Services Offered.

You may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Bill Payment Account(s) (Bill Payment Service).
3. Obtain Account balances and review recent transactions over the previous two years. All account balances and transaction histories reflect activity through the close of the previous banking day, but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Transfer money to make loan payments with Bank
5. Communicate directly with Bank via electronic messaging.
6. Download account information in various formats.
7. *Originate ACH entries.
8. *Subscribe to and use Positive Pay Services.
9. *Make Wire Transfers

*You must execute the applicable Service Agreements to use these services.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. Additional services may be included in

an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.omnibk.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

IV. Additional Information about the Services.

A. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

B. Processing Fund Transfers.

We can process a Transfer until 6:00 p.m. Central Time (Standard or Daylight) on a Transfer Day. If you schedule a Transfer for a future date, we will process the transaction on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

C. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must

receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

D. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per month. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale transaction. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

E. E-Mails.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling Cash Management Department (see Article X, Section E). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

F. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

G. Bill Payment Service.

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Funding Account. For Bill Payment Service, your Payee list may include any loan, credit card, or line of credit account, utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited

and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates Payments on Business Days. Funds must be available in your Account on the scheduled payment date. We may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the next Business Day for Electronic Payments and Payments made by check. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day.

Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$9,999.99, and the maximum daily limit is \$19,999.99.

You agree to allow at least two (2) Business Days for Electronic Payments and five (5) Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). A bill may be paid as quickly as 48 hours from the receipt of your request. You should schedule each bill payment to be made prior to the due date of the bill payment. If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Bank will work with the Payee on your behalf to attempt to have any late fees or charges reversed.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your Funding Account when we attempt to charge your Funding Account, we may refuse to honor the check and return it unpaid when it is presented for payment. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your Funding Account will be charged our then current fee for processing insufficient items, whether the check is paid or returned. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

If Payment is to be made electronically and your Funding Account does not have sufficient funds to settle for the Payment at the time Bank attempts to debit the Funding Account, two subsequent attempts will be made by Bank to debit the Funding Account

for the amount of the Transfer or Payment. If the Funding Account balance is not sufficient after the second subsequent attempt, Bank will cancel any pending Transfers or Payments and the Bill Payment Service will be suspended until such time as the Funding Account maintains a sufficient balance to accommodate the amount of the Transfer or Payment. If the Funding Account does not contain sufficient funds after a period of time, determined solely by Bank, Bank may cancel the Bill Payment Service with or without notice to Customer. Customer also agrees that Bank shall have the right to cancel the Bill Payment Service if Customer fails to maintain sufficient funds in the Funding Account on a number of occasions as determined by Bank in its sole discretion. Customer acknowledges and agrees that Bank may charge the Funding Account the Bank's normal fee for processing insufficient items, whether the Transfer or Payment is paid or returned. Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed three (3) Business Day before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 2:00 p.m. CST on the day such check is scheduled for final payment.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee may apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

V. Limitations. Your use of these Services is subject to the following limitations:

A. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

B. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

C. Foreign transactions.

No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

VI. Parties' Responsibilities.

A. Your Responsibility.

1. Physical and Electronic Security.

i. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

ii. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply

with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

iii. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Article X Section E between 8:30 am. and 5:00 p.m during a Business Day.

3. Duty to Inspect.

You shall inspect all transaction history and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

4. Required Deposit Balance.

You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

5. Data and Information Supplied by You.

You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to you for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.

6. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

7. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement or any applicable Service Agreement and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

8. Payment for Services.

You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement and the Service Agreement. Depending on which Services you subscribe to, you will be charged the applicable fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof.

The Bank may change or add any fees for Services by the procedures outlined in Article IX for amending this Agreement. Fees charged for Services under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

You authorize the Bank to deduct all applicable Monthly Fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

9. Use of Services.

You will use the Services only for its own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

B. The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

1. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator®, Microsoft Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Commercial Online Banking Services.

3. Any Transaction or instruction. (a) exceeds your collected and available funds on deposit with the Bank; (b) is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe may not be authorized by you; (d) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

VII. Privacy and Confidentiality.

- A. We are committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of the Omni Bank Privacy policy which may be reviewed at www.omnibk.com.
- B. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. Your obligations and agreements under this paragraph shall not apply to any information supplied that: was known to you prior to the disclosure by Bank, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. You agree that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement

VIII. Termination.

Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Bank. If you terminate Online Banking, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

IX. Changes in Terms and other Amendments.

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we may update this Agreement on the Omni Website or notify you of a change to a specific section of this Agreement or the entire Agreement. If the amendment is made on the Website, the Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable account.

X. Other Provisions.

A. Electronic Notices.

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your Email address,
- by posting the information on our Website or to your online banking secure mailbox, and sending you a notice to your postal address or Email address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it, or
- to the extent permitted by law, by posting the information to our Website.

You may use email to contact us about inquiries, maintenance and/or some problem resolution issues. Email may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by email. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use email**. Instead, you should call us at the number provided in Article X, Section E.

B. Hours of Operation.

Our representatives are available to assist you from the hours of 8:30 a.m. to 5:00 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Article X, Section E.

C. Ownership of Website.

The content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

D. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

E. Contact Information.

In case of questions about your electronic transactions contact customer service at:

Omni Bank
285 W. Esplanade Ave.
Kenner, LA 70065
Call us at: (504) 833-2900
Email us at: info@omnibk.com

F. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by executing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

G. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is executed by you and accepted by Bank.

H. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

I. Limitation of Liability.

1. YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING

ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.
4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.
5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

J. Compliance With Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

K. Relationship of Parties.

You and Bank acknowledge and agree that the relationship of Bank and you is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

L. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

M. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

N. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for business purposes, and/or if your applicable Account(s) is (are) not established primarily for business purposes, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees,

harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

O. **ARBITRATION AND WAIVER OF JURY TRIAL.**

YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL;(B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.

P. **Governing Law.**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Louisiana, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction

covering Metairie, Louisiana, U.S.A.

Q. Enforcement.

In the event a dispute arises under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees for any arbitration, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

R. Miscellaneous Provisions.

1. Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
2. Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

SCHEDULE A - APPLICATION

New Update

Tax ID	
---------------	--

COMPANY INFORMATION			
Company		Primary Checking Account Number	
Administrator Name		Administrator Email Address	
Administrator Business Number		Administrator Cell Phone	

Tax Id:	Company Name	Account Number :

As an authorized signatory of the company and by signing below I hereby authorize OMNI BANK to set up the accounts listed above on Online Banking.

_____ _____
 Authorizing Signature Date

TO BE COMPLETED BY BANK			
Date:		Received By:	
Date:		Setup By:	
Date:		Approved By:	

