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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you continue to use the account, you agree to these rules.

This agreement is subject to applicable federal laws, the laws of the state of North Carolina and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your

account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings or Money Market account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and

payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process ATM and Debit Card transactions first, by dollar amount - smallest to largest on the day they are processed. We process ACH and Electronic items second, by dollar amount - smallest to largest on the day they are processed. We process checks third, in numerical order (by check number) on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. The amounts of the overdraft and NSF fees are disclosed in our Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1¹/₂" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1¹/₂" of that edge.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your email address, in your address or your name. Unless we agree otherwise, change of name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent email address or address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

LIVE OAK BANK BUSINESS DEBIT CARD AGREEMENT

TERMS AND CONDITIONS

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Introduction. This Live Oak Bank Business Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Live Oak Bank Business Debit Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to purchase goods, pay for services or obtain cash at designated ATMs. A Card cannot be used to complete a transaction without a code. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Termination and Amendments.

- We may terminate this Agreement by electronic notice to you.
- You may terminate this Agreement by telephone, written, and/or electronic notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices communicated to you under this Agreement may be sent electronically via the e-mail on record or physically to your home address on record. You are responsible for keeping your contact information up-to-date.

Order of Payment. See Payment Order of Items in Terms and Conditions.

Overdraft Protection Plan. If your account has an overdraft protection plan, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection plan. Your overdraft protection plan will be documented on a separate agreement. You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Stop Payment. Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers. You may access your account by ATM using your Card and code to:

- get cash withdrawals from your checking account.
 - you may withdraw no more than \$1,000.00 per day.
 - see Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.
- get information about:
 - the account balance of your checking account.

Some of these services may not be available at all terminals.

Point-of-Sale Transactions. You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Using your Card and/or code:

- you may not exceed \$5,000.00 in transactions per day.
- the charge to use your Card is 3% per foreign POS transaction.

Currency Conversion and International Transactions. When you use your Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. The fee we charge you for international transactions/currency conversions is disclosed on our separate fee schedule. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Live Oak Bank Business Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: CIRRUS and Accel™ Networks (© 2013 Fiserv, Inc. or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.).

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Live Oak Bank Business Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

FEES

- See Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Retain Copies for Your Records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements. You will get a monthly account statement from us for your checking, savings, Money Market, and certificate of deposit account(s). A record of transactions made using your Card will show on your monthly checking account statement.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.

- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card.
- an ATM rejects your Card.

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within one year from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Additional Limit on Liability. Unless you have been negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Card if you report the unauthorized transfer within 60 days from the date your statement is made available to you that first shows the unauthorized transfer. Unauthorized transfers do not include: 1) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; or 2) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa®. Visa is a registered trademark of Visa International Service Association.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the number listed in this Agreement or create a ticket on our website at www.liveoakbank.com.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of one year from when the statement containing the error or problem was first mailed or made available to you. If you do not report within one year, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law.

Call us immediately with errors or questions about your electronic transfers at the telephone number listed in this Agreement or create a ticket on our website at www.liveoakbank.com. If you tell us orally, we may require your complaint or question in writing within 14 business days.

For transactions processed by Visa, we will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. For transactions not processed by Visa, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

You may ask for copies of the documents that we used in our investigation.

LIVE OAK BANKING COMPANY
 DEPOSIT OPERATIONS
 1757 TIBURON DRIVE
 WILMINGTON, NC 28403
 Business Days: Monday through Friday
 Excluding Federal Holidays
 Phone: 866-518-0286

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions in advance (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

**YOUR ABILITY TO WITHDRAW FUNDS
FROM YOUR CHECKING ACCOUNT(S) AT
LIVE OAK BANKING COMPANY
1757 TIBURON DRIVE
WILMINGTON, NC 28403**

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$200 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Remotely deposited checks, via our mobile application or a high-speed scanner, are not subject to the Regulation CC guidelines. These funds will generally be available to you on the second business day after the day that your deposit is received by Live Oak Bank.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. Eastern time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. Eastern time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on Live Oak Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability

The first \$200 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**WHEN YOUR FUNDS ARE AVAILABLE FROM YOUR SAVINGS,
MONEY MARKET AND CERTIFICATES OF DEPOSIT ACCOUNT(S)
AT LIVE OAK BANKING COMPANY
1757 TIBURON DRIVE
WILMINGTON, NC 28403**

Funds you deposit in an Account will become available to you in accordance with the timeframes set forth below. Between the time that you deposit the funds and when the funds become available to you, you may not withdraw the funds and we will not use the funds to pay withdrawals or debits that you have authorized or made from your Account. For all deposits made by check or electronically transferred (collection orders), funds will be held for five (5) business days from the effective date for those funds, which is the day that we credit your Account for that deposit. For all accounts, funds transferred from another of your Accounts at Live Oak will be available immediately.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. Eastern time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. Eastern time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

For Certificate of Deposit account(s) an early withdrawal penalty may apply if you withdraw funds after the grace period and prior to an applicable maturity date. See Truth In Savings Disclosure for fee details.

Longer Delays May Apply

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

To the extent permitted by law, we reserve the right to extend any of the timeframes set forth in the Funds Availability Schedule for certain reasons, including if we suspect fraud. In addition, funds in an Account being closed may be subject to a brief temporary hold in order to allow outstanding transactions to clear and for any necessary processing procedures to be performed.

All deposits accepted from you are subject to verification. Your Account will be credited for the amount shown on your Account statement. Adjustments for errors in addition or subtraction may be posted to your Account. Your Account may also be adjusted for items you have deposited that we determine require special handling (e.g., verification of prior endorsements).

SPECIFIC ACCOUNT DETAILS

BUSINESS CHECKING ACCOUNT

Minimum balance to avoid imposition of fees - \$0.00. There is no minimum balance requirement.

Fees:

See Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.

BUSINESS SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time. See our current rates at www.liveoakbank.com.

Minimum balance to open the account - There is no minimum balance requirement to open the account. If you have not funded your account within fourteen (14) calendar days of opening, we reserve the right to close your account.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

Transfers from a Business Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by draft or similar order to third parties are limited to six per monthly statement cycle. Transactions in excess of this limit may be subject to fees. If the transaction limitation is exceeded three times in a rolling 12 month period, the account will be closed.

Dormant Account Fee. If an account has a balance less than \$10.01 and no activity for 24 consecutive months ("no activity" is defined as no withdrawals, deposits, contact with a Deposits Service Representative, nor customer log-ins to the online banking website), a dormant account fee will be assessed and the account will be closed. The amount of the fee will be the account balance or \$10.00, whichever is less. The dormant account fee will not lower the account balance beyond \$0.00 and thus cannot overdraw the account.

BUSINESS MONEY MARKET ACCOUNT

(Ability to open new accounts is no longer available)

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time. Please see our current rates at www.liveoakbank.com.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account every month.

Minimum balance to open the account - You must deposit \$5,000.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$10.00 will be imposed each monthly statement cycle if the average daily balance for the monthly statement cycle falls below \$5,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

Transfers from a Business Money Market account to another account or to third parties by preauthorized or automatic, telephone or computer transfer or by check or similar order to third parties are limited to six per monthly statement cycle. If the transaction limitation is exceeded three times in a rolling 12 month period, the account will be closed.

Dormant Account Fee. If an account has a balance less than \$10.01 and no activity for 24 consecutive months ("no activity" is defined as no withdrawals, deposits, contact with a Deposits Service Representative, nor customer log-ins to the online banking website), a dormant account fee will be assessed and the account will be closed. The amount of the fee will be the account balance or \$10.00, whichever is less. The dormant account fee will not lower the account balance beyond \$0.00 and thus cannot overdraw the account.

Fees:

See Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.

CERTIFICATES OF DEPOSIT

Terms: 6-month, 1-year, 18-month, 2-year, 3-year, 4-year, 5-year

Rate Information - You will be paid the disclosed rate until first maturity. Please see our current rates at www.liveoakbank.com.

Compounding frequency - Interest will be compounded every day.

Crediting frequency - Interest will be credited to your account every month.

Minimum balance to open the account - You must deposit \$2,500.00 to open this account. If you have not funded your account within fourteen (14) calendar days of opening, we reserve the right to close your account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Time requirements - Your account will mature on the date indicated on your certificate.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than 24 months:
The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of 24 months or more:
The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we notify you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

COMMON FEATURES

Please see our current interest rate and annual percentage yield information at www.liveoakbank.com. See our Schedule of Fees/Schedule of Limitations for additional information about charges at <https://www.liveoakbank.com/important-documents/>.

ADDITIONAL LIMITATIONS

- You may not exceed an aggregate balance greater than \$5,000,000 with us (including all business accounts).
- You may not have more than 10 business accounts with us.

REMOTE DEPOSIT CAPTURE AGREEMENT

Live Oak Banking Company
1757 Tiburon Drive
Wilmington, NC 28403

Definitions:

- **We, us,** and **our** refer to the Depository Financial Institution.
- **You** and **your** refer to the Depositor.
- **Agreement** refers to this Remote Deposit Capture Agreement.
- **Account** refers to your checking or share draft account with us.
- **Qualifying Items** refer to paper checks (including share drafts and remotely created checks) payable in U.S. dollars drawn on financial institutions located in the United States.
- **Remote Deposit** refers to your deposit of Qualifying Items to the Account by indorsing the paper originals, including our name by the indorsement, placing the word "scanned" on the face of the check, and then scanning both sides of each item and sending their accurate images to us, together with deposit instructions, via the Internet, rather than by providing us with the paper originals.
- **Mobile Deposit** refers to your deposit of Qualifying Items to the account by indorsing the paper originals and using the Live Oak Bank Mobile App on a mobile device to capture the image of the front and back of the paper check rather than providing us with the paper originals. Checks submitted by Mobile Deposit should have the following endorsement "For Mobile Deposit at Live Oak Bank only".
- **Banking Day** refers to a business day on which we are open to the public for substantially all of our banking functions.
- **Business Day** refers to a calendar day other than Saturday, Sunday or a federal holiday.
- Other terms have the meanings provided in the applicable Uniform Commercial Code.

Remote Deposit Requirements:

You can make Remote Deposits if, but only if, you satisfy all the Scanner and Related Hardware and Software Requirements, Image Quality Requirements, and other requirements of this Agreement.

Scanner and Related Hardware and Software Requirements:

You will use scanner(s) and related hardware and software provided to you under separate agreement by Live Oak Banking Company, maintained for you under separate agreement by Live Oak Banking Company.

Image Qualify Requirements:

The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

Remote Deposit Limits:

Mobile Deposit only - The number of Qualifying Items that can be transmitted to us under this Agreement is unlimited. The total dollar amount of Qualifying Items that can be transmitted to us under this Agreement is limited as follows:

- Mobile Remote Deposit: \$20,000 per rolling 30-day period
- High Speed Scanner Remote Deposit: \$100,000 per day

Receipt Deadline:

The deadline (Receipt Deadline) for our receipt of Remote Deposits is 4:00 P.M. Eastern time on a Banking Day. Any Remote Deposits not received on a Banking Day or not received in their entirety by the Receipt Deadline on a Banking Day will be considered to have been received on the next Banking Day.

Acceptance or Rejection Deadline:

The deadline (Acceptance or Rejection Deadline) for our sending you either acceptances for deposit or rejections with respect to Qualifying Items included in your Remote Deposits is 4:00 P.M. Eastern time the next Banking Day after we receive the Remote Deposits. We will send you acceptances for deposit or rejections via the Internet, and they will be effective when sent whether or not they are received by you. Such acceptances for deposit or rejections will reasonably identify each of the Qualifying Items accepted and each of the Qualifying Items rejected. If we do not send you either an acceptance for deposit or a rejection with respect to a Qualifying Item included in a received Remote Deposit by the Acceptance or Rejection Deadline, the Qualifying Item will automatically be accepted for deposit.

Retention/Destruction of Original Items:

You will retain, preserve and keep secure the paper original of each Qualifying Item included in a Remote Deposit for the period of 60 days after it is accepted for deposit and will destroy it immediately after the expiration of that period.

Fees:

See our Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.

Terms and Conditions:

Internet Addresses and Other Information. You and we will provide each other with Internet addresses and other information as needed for purposes of this Agreement and will update such information as needed.

Acceptance Required. We will credit your Account for a Qualifying Item included in a Remote Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in a Remote Deposit for any reason or for no reason at all.

Provisional Credit Only. Any credit to your Account of a Qualifying Item included in a Remote Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of indorsement or lack of indorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in a Remote Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss we may incur as a result of our lawfully reversing a provisional credit to your Account.

Failures or Alterations in Transmission. We will not be liable for any failures or alterations in the transmission of Remote Deposits to us.

Presentment/Collection. Presentment and collection of Qualifying Items included in Remote Deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any applicable clearing house rules.

Funds Availability. See our Ability to Withdraw Funds disclosure in our Terms and Conditions.

Warranties. Unless prohibited by law, by making Remote Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Remote Deposits;
- That only paper originals of bona fide Qualified Items have been scanned for Remote Deposit;
- That each of the Qualifying Items included in your Remote Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Remote Deposits;
- That you will not deposit or redeposit the original check, substitute check or paper or electronic reproduction of the original or substitute check of the Qualifying Items included in your Remote Deposits without our informed consent;
- That we will not suffer any loss as a result of your Remote Deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Remote Deposits;
- That all information you provide to us regarding your Remote Deposits will be accurate;
- That your Remote Deposits and all information you provide to us will be virus-free;
- That your Remote Deposits will not violate any laws; and
- That you have performed and will perform all your obligations under this Agreement.

Return Items. If Qualifying Items included in your Remote Deposits are returned, we will provide you with images or substitute checks of the returned items, rather than the paper originals.

Statements. You will examine your statement of account and report to us any alterations or unauthorized signatures purporting to be yours or on your behalf relating to Remote Deposits that you discover, or reasonably should have discovered, with reasonable promptness. Reasonable promptness for this purpose will not exceed 14 days in Montana, New York, or South Carolina, or 30 days in other states, from when the statement was first sent or made available to you. If you do not make such a report with reasonable promptness, you cannot assert against us such alterations or unauthorized signatures, or any others made by the same wrongdoer before we receive such a report, unless we failed to exercise good faith, or in all states except Tennessee unless we failed to exercise reasonable care. If we failed to exercise reasonable care, in all states except Tennessee, New York, or South Carolina, the loss will be allocated between you and us according to the extent to which your and our failure to exercise reasonable care contributed to the loss. In addition, in all states, if you do not discover and report to us any such alterations or unauthorized signatures or any other issues regarding Remote Deposits within 60 days from when the statement including the Remote Deposits was first sent or made available to you, you cannot assert them against us, even if we failed to exercise reasonable care.

Information and Access. You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Remote Deposits or this Agreement. In addition, upon our request you will grant us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this Agreement.

Irreconcilable Conflicts. This Agreement supersedes your account agreement to the extent of any irreconcilable conflicts.

Circumstances Beyond Our Control. We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the result of circumstances beyond our control including, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, or war emergency conditions.

Standard of Care. Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

Indemnification. You agree to indemnify us and any other recipient for any loss incurred by us or any other recipient if the loss resulted from the receipt of a Qualified Item by Remote Deposit.

Limitation on Damages. Unless otherwise required by law, we will not under any circumstances be liable for attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

Duration and Termination. This Agreement will continue until it is terminated. We can terminate it immediately without notice if you are in default or if we suspect that you are engaged in illegal activity. Either party can terminate this Agreement without cause by giving 30 days advance written notice of termination.

Changes. We can change the provisions of this Agreement, other than the above stated right to terminate without cause, by giving you 30 days advance written notice of the changes.

Waiver. We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

Assignment. You are not entitled to assign this Agreement or your rights and obligations under this Agreement without our consent.

Benefit. This Agreement is for your benefit and our benefit only, and no other entities have rights under this Agreement.

Invalidity. The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

Governing Law. This Agreement will be governed by the laws of the state or jurisdiction where the Account is located including the Uniform Commercial Code as adopted by that state or jurisdiction and as varied by this agreement.

BILL PAY

Consent to the Terms of this Agreement

By using the Live Oak Bank Bill Pay Service (the “Service” or “Bill Pay”), you agree to the terms of this Agreement.

Eligibility for Bill Pay

The Service enables you to receive, view and pay bills.

If you are a business customer, in order to use the Service, you must have a Live Oak Bank Business Online Checking Account in good standing (an “Eligible Account”). In addition, subject to the terms of this Agreement, you may only use the Service for or on behalf of any business, partnership, corporation, proprietorship, organization, or other entity. You cannot use it for personal, family or household purposes.

Joint Accounts

If the Eligible Account is a joint account, you and any joint owner consent to our disclosing all information concerning any bill payments, completed, pending, and scheduled, to any joint owner. A joint owner may use the same Eligible Account for his or her individual use of the Service. Each owner of the Eligible Account is jointly and severally liable for all obligations incurred by the other owner’s use of the Service. Each owner must individually enroll in the Service and, if so enrolled, each owner will have a separate Payee list and payment history.

Payment Authorization

When setting up Payees and payments in Bill Pay, you must provide us with information on your Payee accounts. You must make sure this information is accurate and complete, and you agree to update it as necessary to keep it accurate and complete. We will use this information to facilitate your use of the Service, and for accessing Payee websites on your behalf.

By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions that we receive from you. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

There are limits to the amounts you can pay. The maximum amount you can pay is \$250,000 per day. The Bill Pay screens will notify you if you attempt to exceed a limit. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Service to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

We have no obligation to notify you if we cannot complete a payment because there are not sufficient available funds in your Eligible Account to process the payment. In that case, you are responsible for making alternative payment arrangements.

You may make payments to anyone in the United States, including its territories. Payments to Payees outside the United States are prohibited.

You may not use Bill Pay to make payments on behalf of a third party. If you do so, we have the right to terminate your use of Bill Pay.

Scheduling a Payment

We will display the earliest possible Scheduled Payment Date for each of your Payees (typically at 4:00 P.M. Eastern time four (4) or fewer Business Days from the current date) when you are scheduling the payment. Some cut-off times may be earlier and all cut-off times will be displayed for each Payee. Therefore, you cannot select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee’s billing statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late payment date or grace period. Depending on the method of payment, your Eligible Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a check, we will create a check known as a Laser Draft and send it to the Payee. If the check arrives earlier than the Scheduled Payment Date due to faster than expected delivery by the postal service, and the Payee immediately deposits the check, your Eligible Account may be debited earlier than the Scheduled Payment Date. In some cases, we may issue a check drawn on an account of our Vendor to make a payment on your behalf.

The Service Guarantee

Due to circumstances beyond our control, particularly delays in the handling and posting of payments by Payees, some transactions may take longer to be credited to your account with the Payee. We will be responsible for any late payment related charges up to \$35 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Scheduling a Payment Section of this Agreement above.

Authorization to Debit the Eligible Account

By instructing us to make a payment, you authorize us to debit your Eligible Account and remit the funds on your behalf to the Payee so that the funds arrive as close as reasonably possible to the Scheduled Payment Date. You also authorize us to credit your Eligible Account for payments returned to us as undeliverable by the United States Postal Service or by the Payee as not posted, or for payments remitted to you by another person.

Payment

You agree that you will initiate a bill payment only when there is (or will be) sufficient available funds in your Eligible Account at the time your payment is scheduled to be made. If there are not enough funds available to complete the payment, we or our Vendor may either (a) complete the payment by advancing funds on your behalf or (b) refuse to complete the payment, without regard to whether we may have previously established a pattern of honoring or dishonoring such payments. In either case, we reserve the right to impose an overdraft fee paid or an overdraft returned item fee in accordance with the Deposit Terms and Conditions. You agree to pay any fees we may impose, which may vary depending on the action we take. Any negative balance on your Account, or the amount of any advance of funds, is immediately due and payable, unless we agree in writing, and you agree to reimburse us and our Vendor for any expenses incurred in recovering any monies due and owing, including reasonable attorney fees, expenses and any overdraft fee paid or overdraft returned item fees.

At our option, if there are insufficient funds in your Bill Pay Eligible Account on the Scheduled Delivery Date, we may, in our discretion, attempt to debit such payment on a later Business Day. This may result in additional overdraft fees or other expenses.

If our Vendor advances funds on your behalf to complete a payment for which there are not enough funds in your account, you will immediately owe repayment of the amount of the advance directly to our Vendor. Either we, our Vendor, or our Vendor's collection agency or attorney may contact you to notify you of the advance and your immediate obligation to repay it to the Vendor.

You agree to immediately repay the amount of any advance made by our Vendor on your behalf to complete a payment for which there are not enough funds in your account by following the instruction of Live Oak Bank or our Vendor. We or our Vendor may instruct you to repay the advance by depositing adequate funds in your Bill Pay Eligible Account, in which case, we will transfer those funds to repay our Vendor on your behalf. Alternatively, we or our Vendor may instruct you to make the required repayment directly to our Vendor.

We may suspend your access to the Service if you owe money to us or to our Vendor for an advance made on your behalf. We and our Vendor are authorized to report the facts concerning the debt to any consumer reporting agency.

Our Vendor is a third party beneficiary of your obligation to repay the amount of any advance made by the Vendor for the purpose of completing a payment.

Whether or not any advance is made or repaid, you are obligated directly to Live Oak Bank for the amount of our overdraft fees or other expenses in the event that your account does not have sufficient funds to complete a payment.

Either we or our Vendor, or both, may contact you regarding your requested bill payments, any advance made to complete a payment, or your repayment of any advance.

Collection and Attorney Fees and Costs

If we or our Vendor advance funds on your behalf to complete a payment for which there are not sufficient funds in your account to reimburse us or our Vendor for the payment, you will immediately repay us or our Vendor for the amount advanced. Either we or our Vendor may contact you to notify you of the advance and your immediate obligation to repay it to us or our Vendor. If you do not immediately repay the amount owed, you agree to pay all collection agency fees and costs and/or attorney's fees and court costs if we or our Vendor refer your obligation to repay to a collection agency and/or an attorney for collection.

Limitation on the Liability of the Service

We will attempt to make all your payments properly. However, we shall incur no liability and our Service Guarantee (as described above) shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Eligible Account does not contain sufficient available funds to complete the transaction;
- b. Our vendor's payment processing center is not functioning properly and you know or were advised by us about the malfunction or issue before you execute the transaction;
- c. You have not provided us with the correct Eligible Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- d. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we and our Vendor have taken reasonable precautions to avoid those circumstances.

Provided that none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Eligible Account or cause funds from your Eligible Account to be directed to a Payee which does not comply with your payment instructions, we will be responsible for returning the improperly transferred funds to your Eligible Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges up to \$35.

Payment Cancellation Requests

You may cancel or edit any scheduled payment (including recurring payments) by following the directions shown on our website. There is no charge for canceling or editing a scheduled payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check that has been issued has been finally paid. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Live Oak Bank Deposits Customer Service as soon as possible. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request to stop payment in writing within fourteen (14) days of any oral request. The charge for each stop payment request will be the current charge for such service as set out in our Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>.

Exception Payments Requests

“Exception Payments” are payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. Exception Payments are not covered by the late payment portion of the Service Guarantee. We have no obligation to research or resolve, or honor any claim resulting from an Exception Payment.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we or our Vendor will disclose information to third parties about your account or the transactions you make in the following situations either pursuant to our Privacy Policy or in the following circumstances:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or a Payee or Biller;
- d. To a consumer reporting agency;
- e. To a collection agency;
- f. In order to comply with a governmental agency or court orders; or,
- g. If you give us your written permission.

Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Any applicable fees will be disclosed in our Schedule of Fees/Schedule of Limitations at <https://www.liveoakbank.com/important-documents/>. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the amount of the fee from your Eligible Account.

Payee Limitation

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment as set forth in the Prohibited Payments Section below or an Exception Payment under this Agreement.

Returned Payments

You understand that Payees and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to (a) Biller’s forwarding address expired; (b) the account number you provided is not valid; (c) the Payee is unable to locate your account; (d) or the account is paid in full. We will attempt to research and correct the returned payment and return it to your Payee, or void the payment and credit the payment amount back to your Eligible Account. You may or may not receive notification from us about a returned payment.

Authorization to Obtain Financial and Other Information

You agree that we have the right to obtain financial and other information regarding you and your accounts at any Payee (for example, to resolve payment posting problems or for verification).

Termination of Bill Pay

We may, at our sole discretion, terminate your use of the Service without prior notice. If we terminate your use of Bill Pay, some of your online bill payment information may be deleted, such as pending and recurring payments are your sole responsibility. If you decide to stop using the Service, we strongly suggest that you cancel all future bill payments at the same time, either by deleting those payments yourself or by calling Live Oak Bank at 866-518-0286. This will ensure that future payments made by you will not be duplicated.

Third-Party Service Providers (“Vendors”)

We use one or more unaffiliated third-party service providers (referred to as “Vendors”) to act on our behalf in maintaining the Service and to process your payments and electronic bills.

However, we are the sole liable to you and any third party for any payments or transfers conducted using the Service. You agree that we have the right under this Agreement to delegate to Vendors all of the rights and performance obligations

that we have under this Agreement, and that the Vendors will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. We and our Vendors may share with each other information about you and your Eligible Account for the purpose of providing the Service, including making payments, and obtaining repayment of advances and payment of fees and expenses. All of our Vendors are required to implement appropriate measures to protect the privacy and security of your non-public personal information. Payments processed as paper checks (other than Laser Drafts) may show that they are drawn by our Vendor rather than by you or Live Oak Bank.

Prohibited Payments

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. The following types of payments are prohibited, and we have the right - but not the obligation - to monitor for, block, cancel, and/or reverse such payments:

- a. Payments that violate any law, statute, ordinance or regulation,
- b. Payments that violate the terms in the Agreement,
- c. Payments that impose an unreasonable or disproportionately large load on our infrastructure,
- d. Tax payments and court ordered payments.
- e. Unlawful internet gambling transactions or other unlawful activity.
- f. Transactions that would result in payments to beneficiaries listed on the specifically Designated National lists from the U.S. Department of Treasury,
- g. A payment that would violate (or cause Live Oak Bank to violate) any economic sanctions laws or regulations of the United States, including those issued by the Office of Foreign Asset Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of Treasury.

In no event shall we or our Vendors be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Vendors at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information at www.liveoakbank.com.

Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Notices to You

You agree that we or our Vendor may provide notice to you by posting it on the web site, sending you an in-product message within the Service, emailing it to an email address that you have provided, mailing it to any postal address that you have provided, or by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile.

Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

Intellectual Property

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the web site through which the Service is offered, the technology related to the web site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

ACH ORIGINATION

Enrollment in ACH origination services is subject to Live Oak Bank's approval and requires the completion of its ACH Agreement document.

FUNDS TRANSFER AGREEMENT

"We", "our" or "us" mean

Live Oak Banking Company
1757 Tiburon Drive
Wilmington, NC 28403

Security Procedure. Each user will create a unique username and password to access their account. The first time our customer website is accessed on an un-registered device, the user will have to perform a multi-factor authentication to confirm their identity. This will be in the form of a text message or e-mail. Once authenticated the user will have the ability to register the device so this process does not have to be repeated. At this time, the user can also set-up the fingerprint (Touch ID) login on their mobile device.

Timing Limitation. Except as specifically arranged under secure conditions, your payment orders will be limited to the following time(s) of day and/or day(s) of the week: Business days excluding federally recognized holidays. The cutoff time for funds transfers is 4:00 p.m. ET, transfers received after the cutoff time will be processed on the following business day.

Dollar Limitation. No payment order can exceed \$250,000 in a day.

Agreement. The terms used in this agreement have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This agreement will be governed by the law of the state in which your account with us is located. This agreement is also subject to all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this Agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds Transfer. A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order.

You may give us a payment order orally, electronically or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

Security Procedure. You agree that if you refuse, or fail to follow, a security procedure we have offered, and you later suffer a loss due to an unauthorized or fraudulent transaction, for which such security procedure was designed to protect against, you will be solely liable for any loss and will be bound by any payment order issued in your name, whether or not it is authorized, that we accept in good faith and in compliance with the security procedure(s) described above. You agree that the security procedure(s) described above is reasonable for your particular circumstances. You must safeguard your security procedure(s) and not let anyone other than authorized persons have access to your security procedure(s).

Cut-off Time. If we do not receive your payment order or communication canceling or amending your payment order before the cut-off time (which is listed above) on a funds transfer day for that type of order or communication, we will consider the order or communication to be received at the opening of our next funds transfer day.

Acceptance of Your Payment Order. We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Payment of Your Order. If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date.

Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Duty to Report Unauthorized or Erroneous Payment. You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable or erroneously executed payment order or amendment, you must exercise

ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying Number. If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank, person or account different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of Oral or Telephone Orders. You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of Credit. If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional Credit. You agree to be bound by the automated clearing house association operating rules that provide that payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of Credit. You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of Funds Transfer Agreement. From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or Amendment of Payment Order. You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cut-off time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries. We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies or nonsalaried agents.

Limit on Liability. You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless the waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous Execution. If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to Payment. If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

AGGREGATION - MX MINIMUM TERMS AND CONDITIONS

This User agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information (“Services”). Hereinafter “you” “your” means the User and “us” “we” “our” or “Financial Institution” refers to Client (protecting MX as its third party service provider).

1. **Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.
2. **Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
3. **Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**
4. **Third Party Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non- Financial Institution accounts you include in the Services, you agree to the following:
 - a. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.
 - b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
5. **Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.
6. **Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User agreement. Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.
7. **Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
8. **Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.
9. **User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the

- Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institution or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.
10. Indemnification. You agree to defend, indemnify and hold harmless Financial Institution, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
 11. Disclaimer. The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.
 12. **DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.**
 13. **LIMITATION OF LIABILITY. YOU AGREE THAT FINANCIAL INSTITUTION AND ITS THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.**
 14. Export Restrictions. You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.
 15. Other Terms. You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.