



TERMS AND CONDITIONS FOR TREASURY SERVICES

These Terms and Conditions for Treasury Services (referred to herein as these "Terms") apply to certain services that you the customer (referred to herein as "you") may obtain from Twin River National Bank (referred to herein as "we" or "us").

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know if additional information is required.

In consideration of our agreement to make services available to you, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows. Your request for any of the Services covered by these Terms constitutes your agreement to and acceptance of these Terms.

General Terms

1. Services That We Provide. You may decide which of our services you wish to receive. Some services may require the completion of an application or enrollment form. Other services may simply be provided on request (although we may require that requests be in writing). All the services listed below under "Specific Services" are covered by these Terms. Other services may also be covered if your application, enrollment or request refers to these Terms. Applications, enrollments and requests are subject to our approval. Covered Services that you have requested and we have approved are referred to herein as "Services." Certain Services may only be relevant to certain of your accounts with us. On request from time to time, we will provide you with a listing of those accounts and the Services applicable to them. You may request us to change that listing, but agree that we will be given a reasonable opportunity to react after receiving your request.

2. Termination of Services. You may terminate receiving some or all of the Services whenever you choose. We may terminate providing some or all of the Services whenever we choose. In either case, the party terminating shall notify the other in writing at least 30 days in advance. The preceding sentences of this paragraph do not apply if you and we have separately agreed in writing to a specific term. In that case, termination may only occur: (a) at the end of the agreed term or a renewal term, with at least 30 days' prior written notice; or (b) prior to the end of the agreed term, for cause. Cause will exist: (i) for either party, if the other party commits a material breach of these Terms and fails to cure the breach within 30 days after receipt of written notice; (ii) for either party, if a material adverse change occurs in the other party's financial condition (including a bankruptcy, reorganization, or receivership proceeding); (iii) for us, if you no longer satisfy our underwriting standards for the Services in question; or (iv) for us, if your use of the Services creates a risk of loss to us (including a third party claim or a reputational injury resulting from the inappropriate use of our Services or your violation of law). These Terms will survive the termination of Services.

3. Compensation. Unless we have committed to a non-standard fee schedule in writing, you agree to compensate us for Services rendered in accordance with our standard pricing schedules, as in effect from time to time. Fees do not include applicable taxes, if any, which are your responsibility (except for taxes based on our net income). If we have separately agreed to fix prices for you (this includes arrangements that restrict fee increases), you agree that the following will apply: (i) you will not terminate while the fixed price term is applicable, except that you may terminate earlier for cause or upon 30 days' prior written notice given within a month after you have received notice of a price adjustment; and (ii) you will obtain the Services covered by the fixed price term only from us (except that this clause (ii) will not apply if you have separately made a minimum fee commitment in writing). You agree that we may deduct our compensation from your account(s) with us on a monthly basis and upon termination. If you have made other payment arrangements, we will not make deductions from your accounts unless those other arrangements fail to produce payments when required.

4. Our Standard of Care. We have certain obligations to you under applicable law. In addition, we agree to use ordinary care in performing Services. That obligation shall be measured by the reasonableness of banking procedures established for the transaction involved and general banking usage in the local area served by us; clerical error, inadvertence or oversight, or an honest mistake of judgment shall not constitute a failure to exercise ordinary care.

5. Your Remedies. You agree to notify us promptly if you believe we have failed to fulfill our obligations to you. If we are unable to resolve your complaint, you may terminate receipt of any service in accordance with the paragraph on "Termination of Services" above. If you prefer not to terminate, you agree to give us written notice of our failure, in which case we shall be afforded a reasonable opportunity to cure. If Services are not performed or are defectively performed and we have failed to cure, you shall be entitled to a reasonable fee credit to be applied to the fees invoiced for such Services (or, with our consent, other Services).

6. Your Obligations. You are responsible for obtaining and maintaining any hardware, software, communications, encryption capability and trained personnel needed to access or use the Services (these are referred to as the "Access Requirements") and you understand that the Access Requirements may change over time. You are responsible for protecting your systems against viruses and other unwanted functionalities and you agree to take reasonable efforts not to introduce the same to our systems. You are solely responsible for selecting the Services you need, for the accuracy and adequacy of the data you provide, and for the results of using the Services in the operation of your business. You represent, warrant and covenant that you have all necessary rights, power and authority to: (i) provide us with any information that you submit in connection with the Services; and (ii) initiate the transactions that you submit in connection with the Services. You agree to use ordinary care in using our Services. You agree to review all account, analysis and other statements (paper and/or online) that we make available to you and you agree to do so within a reasonable prompt time after the statements are made available to you (see your commercial deposit agreement for additional relevant terms). If we provide you with statements relating to the Services that reflect debits to your account(s), your review should not be any later than 5 days after the statement is made available. You agree to give us immediate telephonic notice, thereafter confirmed in writing, of any unauthorized, erroneous, or improperly executed transactions. If we provide you with written or electronic instructions or operating procedures, input or transmission formats, incoming work specifications, deadlines or cutoff times, or other limitations or requirements relating to use of the Services (referred to herein as "Rules"), you agree to comply with those Rules and understand that

we may reject or be unable to process incoming items, instructions or work that does not comply. You also agree to comply and to remain in compliance with all applicable federal, state and local laws, rules, regulations, ordinances and determinations of governmental authorities (referred to herein as "Requirements of Law") including the Gramm-Leach-Bliley Act, Electronic Fund Transfers Act, Federal Reserve Regulation E, the Bank Secrecy Act, the USA Patriot Act and all rules, regulations and obligations with respect to programs administered by the Office of Foreign Assets Control or the U.S. Department of Treasury's Financial Crimes Enforcement Network. You agree not to (i) resell or otherwise make our Services available to others; or (ii) use our Services in a way that damages or violates the rights of any third party, that violates Requirements of Law, or that will subject us or our contractors to investigation, prosecution or legal action. To the extent that the Services we provide involve the use of clearing systems (such as the Federal Reserve system) or other networks or associations, including VISA, MasterCard, and the National Automated Clearing House Association (such systems, networks and associations being referred to collectively herein as "Associations"), you agree that Services are provided subject to the rules, regulations and guidelines of the Associations, all which you agree to comply with. You understand and agree that we are not responsible for the acts or omissions of any Association (including, for example, an Association's failure to satisfy a customary service level that affects our performance) or of any other member of any Association. Nothing in these Terms shall be construed to diminish, restrict or otherwise reduce your obligations under relevant Association rules. Our rights and remedies under these Terms are in addition to and not in lieu of our rights and remedies under Association rules. To the extent that our Services involve the processing of consumer payments, you agree to receive, respond to and resolve, at your own expense, all consumer complaints regarding those payments. You agree not to materially change your business or submit to us any transactions that are submitted in a way or for a product or service of yours that was not previously described to and expressly accepted by us. You are responsible for your own computer back-ups and contingency planning (including contingency planning for an unplanned interruption in our Services). If work to be processed by us is time sensitive, we recommend that you submit the work to us in advance of our final input deadline. This will minimize the possibility of delays resulting from unplanned occurrences (for example, payroll files should be submitted at least two days prior to the payroll effective date).

7. Overdrafts. We are not obligated to pay checks, drafts, transfers or other items on your account if there are not sufficient available funds in your account or if you do not make other satisfactory provisions approved in writing by an officer of ours. In the event that we in our sole discretion pay any check, draft, transfer or other item when there are not sufficient funds in your account, you shall immediately reimburse us for any overdraft created thereby or we may, in our discretion, deduct the amount of the overdraft from any other account that you maintain with us or any of our affiliates.

8. Your Personnel. You are responsible for all acts and omissions of your officers, directors, partners, employees, agents, representatives and contractors, including persons granted signature authority on your accounts and personnel who are permitted to give us instructions in respect of transactions processed hereunder (collectively, your "Personnel"). We are entitled, without further inquiry or investigation, to assume that the actions of your Personnel are appropriate and authorized by you. You are strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by your Personnel. As between you and us, you agree to accept sole responsibility for losses attributable to the acts or omissions of your Personnel. Your Personnel include any third party with which you may have contracted to support electronic billing and payment functionality for your customers (for example, billing service providers and Internet and web site service providers).

9. Access to Technology. If we provide or permit you to access hardware, software, documentation, systems or other technology or intellectual property ("Technology") you agree that we and/or our suppliers retain all intellectual property rights in the Technology. You further agree: (i) to read and comply with any license terms that are made available to you in connection with the Technology; (ii) to use the Technology solely for purposes of accessing or using our Services; (iii) to maintain the confidentiality of the Technology and not to copy, transfer or disclose the Technology; (iv) not to attempt to circumvent any use or access limitations contained in the Technology, not to access any system, file, software or service other than those specifically made available by us and not to translate, reverse engineer, disassemble or decompile any Technology; (v) to limit Technology access to those of your personnel who have a need to have such access in connection with your receipt of Services from us (and, on request, you agree to advise us in writing of who those persons are); (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vii) to return any and all copies of the Technology to us on request (except such hardware as you may have purchased from us). Technology is provided to you on an AS IS basis and for purposes of these Term will be considered part of the "Services." You agree to be responsible for misuse of Technology by your Personnel or by third parties to whom your Personnel may disclose their User IDs and/or passwords. You agree to cooperate with us in the investigation of any apparent unauthorized use of or access to our Technology by any person using a User ID or password assigned to you or who otherwise appears to have accessed our Technology through your systems.

10. Electronic Access and Security Issues. If we provide you with User IDs and/or passwords, you agree to keep and to require your Personnel to keep your User IDs and passwords secret and you agree to prevent unauthorized access to your systems. You agree to notify us immediately if your User IDs or passwords are lost or stolen or if you believe someone else has discovered your User IDs or passwords or if you suspect there has been a breach of your computer system. You should change your User IDs and passwords whenever any person with access to them transfers to a new assignment, leaves your employment or is no longer authorized to use the Services on your behalf or if you believe that security of your User IDs or passwords has been compromised. User IDs and passwords should also be changed regularly. We are authorized to provide Services to, to release your account information to, and accept as authentic any instructions given to us by any person who has entered a User ID and password assigned to you. If a security breach occurs, unless our internal security is proved to have been breached, there shall be a presumption that your security has been breached. If you request Services that allow for you to appoint an administrator ("Administrator"), that Administrator may have the ability to appoint additional Administrators and each Administrator will have the ability to determine which of your employees or representatives will have access to the Services (your "Users"), the type of access they will have (including access to information about your accounts and the ability to initiate transactions therein), and the ability to add, delete, and modify User IDs and passwords. Your Administrators are solely responsible for determining, on your behalf, who should be trusted with a User ID and password and for supervising their use thereof. You are responsible for all transactions initiated by your Users even though they engage in transactions that you have not authorized, regardless of the purpose thereof and regardless of whether the User violates your rules. If a User loses or forgets their User ID or password, they should contact your Administrator(s). If an Administrator loses or forgets their User ID or password, they should contact us. You understand and agree that ANY ONE USER may be able to initiate transactions (including transfers) from any of your accounts using the Services, regardless of whether the User is an authorized signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or has other restrictions.

11. Changes. You acknowledge and agree that the Services (including Access Requirements, service features and our Processing Schedule) and the systems we use to provide Services may change over time. If we believe such a change will have a material impact on you, we will give you reasonable advance notice of the change. If you do not agree with a change, you may terminate prior to the change taking effect or in accordance with the paragraph on "Termination of Services" above (and changes which have a material

adverse effect on you will be considered to provide cause for termination). We may also unilaterally amend these Terms and any applicable Rules from time to time. Unless a shorter period is required to prevent loss to you or us or unless the change is based on a change in Association rules, we will give you 30 days written notice of amendments. If you do not agree with an amendment, you may terminate prior to the amendment taking effect or in accordance with the paragraph on "Termination of Services" above.

12. Relationship of Parties; Third Parties. The parties intend their relationship to be that of independent contractors. Neither party shall be deemed an agent, employee, partner or joint venturer of the other nor shall either party have the power or authority to bind the other in any way. Nothing herein shall be construed to grant either party any right, title, interest or license in or to the other's name, trademarks, or other proprietary information or intellectual property. These Terms are solely for the benefit of you and us and may not be relied upon or enforced by any third party. No third party (including your Personnel and your customers) is a third party beneficiary of these Terms. Nothing in these terms is intended to impair your or our rights, claims or defenses against any third party.

13. Affiliated Customer Groups. These Terms apply to services provided to the customer entity that applies or enrolls for Services (the "Parent") or any Sponsored Entity (as defined below) each of which is referred to herein as a "customer" or "you." A "Sponsored Entity" is any entity identified as such in a paper or electronic writing delivered by the Parent to us. Sponsored Entities must provide a Certification of Business Depository Resolutions in the form required by us. Unless we have agreed otherwise in writing, your obligations to us are joint and several. By requesting services on behalf of any Sponsored Entity, the Parent is agreeing to these Terms, as amended from time to time, on behalf of such Sponsored Entity. The Parent represents and warrants that it has all necessary right, power and authority to request services and to make the agreement contained in the preceding sentence on behalf of all Sponsored Entities.

Termination of these Terms as to any customer shall not terminate these Terms as to any other customer.

14. Miscellaneous. These Terms may be supplemented by completed enrollment forms that we accept from you and such accepted enrollment forms will be considered part of these Terms (enrollment forms may, for example, permit you to select from among various optional product features). These Terms: (a) constitute the entire agreement between the parties with respect to the subject matter hereof (except for the terms of our deposit account agreements, which contain additional terms governing deposit accounts; in the event of conflict between these Terms and the deposit agreement, whichever provision is more protective of us shall control); (b) except as provided in the paragraph on "Changes" above, cannot be amended except in writing signed by the parties; (c) shall be binding upon and inure to the benefit of the parties and their successors and assigns; (d) may not be assigned by either party without the other's written consent; and (e) shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding conflict of law principles. Any litigation arising out of or related to these Terms or the Services shall be commenced and maintained solely and exclusively in a state or federal court in Douglas County, Nebraska, except that either party may, in its sole and absolute discretion, institute legal action in any appropriate jurisdiction to protect its intellectual property rights. You irrevocably submit to the jurisdiction of any state or federal court in Douglas County, Nebraska in any action or proceeding arising out of or relating to these Terms or our Services and you irrevocably waive, to the fullest extent you may effectively do so, the defense of an inconvenient forum in the maintenance of such action or proceeding. These Terms shall be construed to vary, by agreement, applicable law to the maximum extent permitted by law. If a provision of law cannot be varied by agreement, that provision of law shall supersede the conflicting variation to the minimum extent required by such law. If any provision of these Terms shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term hereof. If any term is held to be unreasonable in time, scope, or otherwise, it shall be construed by limiting it to the minimum extent so as to be enforceable. No waiver of these Terms by us will be effective unless signed by one of our authorized officers. We reserve the right to waive the enforcement of any of these Terms with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to our other customers, or to enforce any of our rights with respect to later transactions with you, and will not be sufficient to modify these Terms on a going forward basis. We are entitled to use such agents, contractors, service providers, networks and other third parties as we may deem appropriate in providing the Services. You agree that we may contact any source necessary and may obtain credit reports in connection with starting, continuing and/or discontinuing services. You agree that we may maintain a copy of these Terms and any and all other documentation related to the Services in electronic form and that we may destroy the originals. You agree that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original and you waive any objection to our use of such copies. As used in these Terms, the term "including" means "including, but not limited to." All references to banking days mean days other than Saturday, Sunday or federal holiday. You agree to submit annual financial statements and such other financial information as we may reasonably request from time to time and you agree that we may conduct audits and on-site inspections as we reasonably deem necessary to verify your compliance with these Terms. In the event that you and we mutually agree to supplement or amend these Terms in separate written document that is signed by both of us and specifically references these Terms, that separate document shall control to the extent that is inconsistent with these Terms; all other provisions of these Terms shall remain in full force and effect.

15. Communications and Notices. Notices of termination and of breach or default hereunder shall be given by written paper notices and shall be deemed given on receipt. Notices to you will be sent to the address we have for you in our records. Notices to us should be sent to Twin River National Bank, 1620 Dodge Street, Omaha, Nebraska 68197, Attention: Treasury Services Department, with a copy to Twin River National Bank, 1620 Dodge Street, Omaha, Nebraska 68197, Attention: Treasury Services Legal. If you use e-mail to contact us, it should only be used for general, non-urgent communications. You should not rely on e-mail for time-sensitive notices. In any event, we will not take action based on an e-mail request until we actually receive your message and have a reasonable opportunity to react. We caution you against using e-mail for transmitting sensitive or confidential information. If you choose to communicate with us via e-mail, we strongly suggest that you encrypt those communications (on request, we will inform you of the encryption protocols that we can accommodate). If you opt not to encrypt your outgoing email to the bank, we may require a disclaimer to be executed by you. Except as provided in the first sentence of this paragraph, you agree that we may communicate with you via e-mail. We may monitor and record all communications (including electronic transmissions and telephone conversations) between us and you or your representatives.

Specific Services

Information Management Services:

Please Note: None of these Information Management Services diminishes your responsibility to discover and report unauthorized signatures, endorsements or alterations of items, unauthorized transfers, and other discrepancies. Nor shall these Services be construed to increase our duties with respect to your accounts, other Services or the payment of items.

16. Cash Management Online (CMO). Cash Management Online Services permit online access to certain information. Services may be unavailable during scheduled maintenance, for security reasons, due to system problems, if communications lines are down, and for other reasons.

Payment Control Services:

17. Positive Pay.

(a) Positive Pay Services will allow us to compare items received for payment on your relevant account(s) ("Items"), against the item issue listings that you provide to us (your "Issue List"). Your Issue List must comply with the criteria we establish from time to time. Any Items received by us and not matched against your Issue List will be considered "Exceptions." We will make available to you a daily report of Exceptions (this may be done via CMO if you are enrolled in CMO services or via fax or other mutually agreed method). See our Processing Schedule at the end of these Terms for further information. That report will list the serial number of each Exception and the amount for which it has been encoded (and, if you are receiving payee verification services, the report will set forth whether the payee matched the payee on your Issue List). You understand that report information is subject to the limitations of high speed equipment used to capture the information, the quality of the underlying items not being sufficient for accurate scanning, and scanning errors made by others. Copies of Exceptions will also be made available to you on request from time to time (and we encourage you to view Exceptions rather than to rely solely upon reports).

(b) You are responsible for the adequacy and accuracy of your Issue List and for providing the most current available version of it to us before our receipt of the Items listed thereon. If you believe that any Exception should be paid, you must notify us prior to the Exception Report Deadline (see our Processing Schedule at the end of these Terms). Notification may be made by fax or other means acceptable to us, and must identify the relevant Exception(s) that you want paid. Unless you provide timely notification, we may return all Exceptions stamped with a reason deemed appropriate by us in the circumstances. If your notification only refers to certain Exceptions, all other Exceptions may be returned. All Items matching your Issue List and all Exceptions that you indicate should be paid will be considered properly payable and charged to your Relevant Account and shall be deemed authorized by you and in accordance with these Terms. The foregoing notification deadline also establishes the standard by which you will be considered to have exercised reasonable promptness with regard to the daily report, which will be considered a statement of account under the Uniform Commercial Code ("UCC"). We will process Items covered by Positive Pay Services in good faith and with ordinary care in the circumstances (which include the procedures set forth in this and the preceding paragraph). Procedures in place for non-Positive Pay Items will not be applicable in determining whether we have satisfied the foregoing responsibilities.

(c) We agree to follow your instructions with regard to paying Items in accordance with the preceding paragraphs. You agree that we will not be otherwise responsible for the authenticity or alteration of Items, or for the presence or validity of signatures, dates, or amounts thereon. You understand that Positive Pay Services are not equivalent to, and do not replace, stop payment orders.

Deposit Services:

18. Remote Capture.

(a) Remote Corporate Capture Services include: (i) arranging for a host system to receive electronic image and data files that you transmit of checks made payable to you; (ii) converting such files to depository files; (iii) serving as the collecting bank with respect to the items reflected in such files; (iv) providing electronic access to the image files for your transactions; and (v) standard reports. By submitting an image to us, you are authorizing and instructing us to accept that item for deposit to your account.

(b) We may sell hardware identified in a separate written quotation. Prices indicated do not include, and you agree to pay relevant sales/use taxes. Payment of the hardware purchase price is due, and title and risk of loss pass to you, on delivery. You understand that we are not the manufacturer of the hardware. We shall have no liability whatsoever for personal injury (including death) or property damages caused by the hardware. Provided that you remain current in your monthly fees due to us, we will make our standard scanner replacement service available to you (terms provided separately on request). Prices for future orders are subject to change.

(c) You: (i) are responsible for the accurate scanning of your checks and for the results of your use of the Services and for submitting accurate, complete and readable files to us; (ii) shall assure that checks are properly endorsed before or during scanning (at your option you may choose to rely upon an endorsement applied by the scanner, but you understand and agree that such endorsement may appear outside the designated payee endorsement area and that you assume all risk of loss arising therefrom); (iii) shall not submit files to us that contain information which duplicates information you previously provided to us or that contains information with respect to checks that you have previously transferred to, deposited with or attempted to clear through a third party; (iv) shall not and shall assure that no third party shall transfer to, deposit with or attempt to clear through us or a third party or otherwise directly or indirectly ask any third party to make payment based on, the checks reflected in the files transmitted to us; (v) shall assure that the images you create accurately represent all of the information on the front and back of your checks, including all endorsements; (vi) shall not alter any data you send so that it does not accurately reflect the checks referenced in the image files sent to us; (vii) shall retain the original scanned checks in a secure setting for a reasonable period, shall assure that such checks are not deposited or processed a second time and shall make such checks available to us on request; (viii) shall completely and securely destroy the original checks following the preceding retention period (unless doing so would be a violation of law, rule or regulation); (ix) agree that all transaction data you transmit reflects the result of bona fide business transactions between you and your customer and no such entries are, directly or indirectly, for the benefit of any third party, whether in a service bureau or other context; (x) are prohibited from using our Services in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject us or our subcontractors to investigation, prosecution or legal action; and (xi) agree to receive, resolve and respond to consumer-alleged errors under applicable laws, rules and regulations. If a deposited item is returned to us, we may make the return to you in the form of a substitute check (or a paper or electronic representation thereof). As to each item reflected in a check image deposit, you further warrant to us that: (i) you are a person entitled to enforce the item or authorized to obtain payment of the item on behalf of a person entitled to enforce the item; (ii) the item has not been altered; (iii) the item bears all endorsements applied by parties that previously handled the item, in paper or electronic form, for forward collection or return; and (iv) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item, the original item, or a paper or electronic representation of the original item such that the person will be asked to make payment based on an item it already has paid. You further make all the warranties set forth in and subject to the terms of 4-207 of the UCC for each item as if it were an item subject to the UCC and make the warranties set forth in and subject to the terms of §229.34(c) and (d) of Federal Reserve Regulation CC for each item as if it were a check subject to that section. You must complete transmission of your transaction data to our host prior to the Cut-Off (see our Processing Schedule at the end of these Terms), in order for such transactions to be processed on the same day.

Liability, Etc.

19. Force Majeure. Neither party is responsible for any failure or delay in performance caused by Act of God, strike, flood, fire, war, public enemy, any electrical, equipment or communications failure, third party act or omission, or any other event beyond its reasonable control.

20. Our Liability. We are obligated under the UCC to re-credit your deposit account(s) for the amount of any items charged thereto which were not properly payable. We may also have other liability to you imposed by statute which cannot be waived. Except for the liability referenced in the preceding two sentences, our liability for any loss or damage for any cause whatsoever (including liability arising out of these Terms or our Services) shall be limited to liability for direct damages caused by our material breach of these Terms. Our cumulative aggregate liability shall not under any circumstances exceed the total fees paid to us for the Services involved in the breach for the six months preceding the breach. **IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER WE WERE INFORMED OF THEIR POSSIBILITY.** Product and Service descriptions contained in marketing or other materials provided to you before or after you agree to these Terms do not constitute representations or warranties; in order for a product or service description to constitute a warranty it must be contained in a document signed by a duly authorized officer of ours that expressly provides it is to be incorporated into these Terms. **EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, SERVICES ARE PROVIDED AS IS AND WE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL IN RESPECT OF THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** The preceding limitations of liability apply regardless of whether any limited remedy herein fails of its essential purpose. Services are not guaranteed to be free from error or interruption. Your remedies herein are exclusive and in lieu of all other remedies in law or equity.

21. Indemnity. You agree to indemnify, defend and hold us harmless from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any third party claim based on our provision of Services that you requested, including any responsibility that we have to others for handling or being associated with an instrument, transfer or other transaction for you; or (ii) your acts or omissions or breach of these Terms; or (iii) us acting on your requests, instructions or processing submissions. In the event any checks, drafts, transfers or other items on your account are determined to bear an unauthorized signature, to have been altered or otherwise to be irregular, we may (even though not liable for such items) take action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you or we have against such prior parties. If we take such action, you shall indemnify us for all liabilities, costs and expenses (including reasonable attorneys' fees and legal expenses) incurred in connection therewith. We may or may not condition our taking of such action on your execution of a written indemnification undertaking, but you will in any event remain responsible under the preceding sentence. You are not required to indemnify us for our own willful misconduct.

TWIN RIVER NATIONAL BANK

1507 G Street
Lewiston, ID 83501
Tel. (208) 746-4848
Fax (208) 746-4758

CUSTOMER

Name _____
Address _____
City, State Zip _____
Phone _____
Fax _____

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____

Processing Schedules (subject to change)

All references are to Pacific Time.

Positive Pay

- Exception Report Transmission - Daily Exception reports should begin to be available at or about 10:00 a.m. on the day our midnight deadline occurs with respect to the Items. If you have not received or been able to access your Exception report by noon, you must notify us immediately.
- Exception Report Deadline - 3:00 p.m. on the same day that we made the report of the Exception available to you.

Remote Capture

- Cut-Off Time - 3:30 p.m. Anything received after the cut-off time will be processed the next business day. However, you agree that we may, in our sole and absolute discretion, treat items, orders and transmissions that we receive after a Cut-Off as having been received prior to the Cut-Off.