Consumer ACH Authorization and Agreement

This Consumer ACH Authorization and Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Consumer ACH Authorization offered to you by Continental Bank ("Bank"). The words "we," "us," and "our" mean the Continental Bank. The word "account" means any one or more deposit accounts you have with the Bank. By clicking the electronic signature "acceptance" Customer and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

I acknowledge that the "Transfer Funds" feature allows me to electronically transfer funds via the Automated Clearing House ("ACH") between my eligible Continental Bank (Bank) accounts and my external account(s) at other financial institutions ("External Account(s)"), once I have successfully registered my External Account(s). This includes:

- one-time on-demand transfers, which allow me to initiate multiple, non-recurring, individual transfers based on the transfer date and dollar amount that I request through the Transfer Funds feature of online and mobile banking from time to time;
- recurring transfers, which allow me to initiate recurring transfers of a set dollar amount at regular intervals that I have established through the Transfer Funds feature of Online and Mobile Banking; and / or
- other ACH transfer features that the Bank may make available.

Subject to the terms of the Transfer Funds feature and the terms of my other agreements with the Bank, its affiliates, and business partners. I hereby authorize the Bank to initiate electronic credit / debit entries to my eligible Bank accounts and each registered External Account indicated previously for (a) various amounts at varying times by making on-demand transfers pursuant to my instructions, and / or (b) a fixed amount at the frequency I have selected by making recurring transfers pursuant to my instructions (a "Preauthorized Transfer"). If any transfer date falls on a weekend, bank or Federal holiday, or after 4 pm Mountain Time, I understand and agree that the transfer may be executed on the next business day, or as soon as reasonably possible at the discretion of the Bank.

I hereby represent and warrant that I have all necessary right, power and authority to debit and credit my Bank account and any External Account(s) registered, and that all information or instructions that I provide to the Bank in relation to any ACH transfer is complete and accurate. I agree that ACH transactions I authorize comply with all applicable law.

Should an incorrect amount be withdrawn from or deposited to my External Account(s) or my Bank account(s), I authorize the Bank to correct the error by debiting / crediting my External Account(s) or my Bank account(s).

This authorization is to remain in full force and effect until the Bank has received written notification from me of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. For Preauthorized Transfers, I understand that it is my responsibility to contact the Bank to stop or cancel a Preauthorized Transfer at least three (3) business days prior to the following scheduled payment. In either case, I will send my notice to: Continental Bank, Attn: Deposit Operations, 15 W. South Temple, Ste. 300, Salt Lake City, UT 84101 or email at <u>deposits@cbankus.com</u>.

I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). I request the financial institution that holds my External Account to honor all transfers initiated in accordance with this authorization form.

I agree to print this ACH Authorization and retain a hard copy or electronic copy.

By clicking the electronic signature 'acceptance' Customer ... agree to the terms and conditions in this Agreement, and any amendments."

Signature Line