

**Community Bank of Raymore
Treasury Management Master Agreement**

Western Cass Fire Protection District

1. **Introduction.** Client has engaged Community Bank of Raymore ("Bank") to perform the services (collectively, the "Services") selected by Client on the Acceptance of Treasury Management Services ("Acceptance"), signed by one or more authorized representatives of Client (each an "Authorized Representative") and delivered to Bank. The Services are more specifically described in the following, as updated from time to time: (i) the service descriptions to this Master Treasury Management Services Agreement ("Master Agreement"), including any schedules, and exhibits to the same (collectively, "Service Descriptions"); and (ii) Separate Agreements pertaining to Treasury Management tools, user guides, user manuals, set-up forms and other user materials (collectively, "Supporting Documents"). This Master Agreement and each Service Description may include exhibits, appendices, schedules or similar materials, which form a part of the Master Agreement and Service Description, respectively. Any reference to the Master Agreement shall be deemed to include this Master Treasury Management Services Agreement, the Acceptance, the respective Service Descriptions, and the Supporting Documents, unless otherwise stated. Unless otherwise agreed, this Master Agreement including the Service Descriptions and Supporting Documents will be deemed accepted by Client upon provision by Bank of a Service.

The terms and conditions of the Master Agreement will apply to the Services and the accounts which access the Services, in addition to the account deposit terms and conditions otherwise applicable to Client's accounts with Bank. Unless otherwise provided, to the extent any provision of this Master Agreement conflicts with a Service Description, the provision of the Service Description will control. To the extent any term or provision of this Master Agreement conflicts directly with any term or provision of Client's deposit account terms and conditions or the Supporting Documents, the provision of this Master Agreement (including any Service Description) will control. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit agreement governing the account, including but not limited to transfer limitations, as amended by the Master Agreement.

The Service Description and/or Supporting Documents for each Service shall describe the various means by which the Client may communicate with Bank in connection with such Service. Those means may include, without limitation, the use of computer software ("Software") licensed or sublicensed by Bank to Client ("License") or the use of an Internet connection. To the extent any of the Services involve the Bank having granted Client software License usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the Service in connection with Client's own business operations in accordance with the Supporting Documents. Without limiting the generality of the foregoing, Client agrees not to (a) make the Service available or allow use of the Service in a computer bureau service business, or on a timesharing basis, or (b) otherwise disclose or allow use of the Service by or for the benefit of any third party. If applicable, Client shall select on the Acceptance for a particular Service a means of communicating with Bank in connection with that Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the Service Description and/or Supporting Documents. Information and instructions may be sent and received by Client through those Communication Links.

2. **Security Procedures: Communications.**

- (a) Client and Bank may agree to certain procedures and security devices, which may include without limitation, codes, encryption, passwords, and other security devices, systems and Software (collectively, "Security Devices") designed to verify the authenticity (but not errors in transmission or content, including discrepancies between account names and numbers) of information, instructions, orders and other communications (each a "Communication"). In this regard, application of the procedures and Security Devices to authenticate a Communication will be collectively referred to as the "Security Procedures" in the Master Agreement. If Bank takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures.

- (b) Before using a Service and before sending a Communication to Bank, Client will review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a Communication is that of Client. As part of the review, Client will consider the size, type and frequency of Communications Client will make or anticipates making, along with such other factors as Client may deem relevant or appropriate.
- i) *Commercially Reasonable Procedures.* If the size, type or frequency of Communications made by Client changes such that the Security Procedures in use by Client no longer provide a commercially reasonable method of providing security against unauthorized Communications, Client shall notify Bank. Client agrees that Bank will use the Security Procedures to verify the authenticity of Communications, but that the Security Procedures are not designed to and are not used for the purpose of detecting error.
 - ii) *Supplemental Security Devices.* Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and/or tokens). If Client chooses not to implement supplemental authentication tools, Client's access to some or all of the Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are used by Client. Client's continued use of any modified Security Procedures will evidence Client's agreement that the modified Security Procedures are commercially reasonable for Client.
 - iii) *Client Responsible for Verified Communications, Even if Unauthorized.* If Bank acts on a Communication in compliance with the Security Procedures, then Client will be obligated on the Communication, and it will be treated as Client's Communication, whether or not authorized by Client.
 - iv) *Client Also Responsible for Communications Actually Authorized.* Any Communication received by Bank will be treated as Client's, and will bind Client, whether or not Bank complied with the Security Procedures, if the Communication is delivered to Bank directly or indirectly by any Authorized Representative, or if Client would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if Bank had complied with the Security Procedures.
- (c) Client will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software (if applicable) in accordance with the Master Agreement. In connection with Client's safeguarding obligations, Client will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device or Security Procedures.
- (d) Client assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to its employees. Client agrees to limit disclosures of Security Devices to those employees or agents it will authorize to access the Services on Client's behalf, or who have a specific need to know. Client agrees to follow all requirements and guidance that may be outlined in the Service Descriptions or Supporting Documents, including but not limited to password change policies and practices. Client agrees to promptly notify bank to changes of security codes and level of authority needed, as applicable, in the event of any change in personnel or when reasonably prudent to do so.
- (e) Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name.
- (f) Bank is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Bank may act on an incomplete Communication at its sole discretion, including but not limited to if in Bank's reasonable opinion, it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Client or the duplication of any Communication by the Client.

- (g) Bank may delay or refuse to execute any Communication or process any requested Service. Bank may do so for any reason or for no reason. Bank may provide notice to Client, but is not obligated to do so. Bank may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in Client's affected account; (b) the Communication is not authenticated to Bank's satisfaction or Bank believes it may not have been authorized by Client; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any laws or rules applicable to Client or to Bank; or (f) for any other reason under the Master Agreement. Client agrees that Bank will have no liability to Client or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.
- (h) If the Client informs Bank that it wishes to recall, cancel or amend a Communication after it has been received by Bank, Bank may, but will not be required to, use its reasonable efforts to assist the Client to do so, but shall not be liable for any loss, cost or expense suffered by the Client if Bank does not, or is unable to, amend, cancel or recall a Communication. The Client hereby agrees to indemnify Bank against any loss, liability, claim or expenses (including legal fees) it may incur in connection with assisting the Client to recall, cancel or amend a Communication.
- (i) Client assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Communications. If Client provides Bank with a Communication that is incorrect in any way, Client agrees that Bank may charge Client's accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions.
- (j) Any person identified by Client in the Supporting Documents or so designated by any subsequent written notice delivered to Bank may receive information, communications and notices regarding the Services, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Services. If the identity of such a person changes, Client will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a notice or other communication to act on it.
3. **Equipment/Software.** Unless otherwise provided in the Master Agreement, Client is responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, scanners, and computers. Client agrees to use equipment that is compatible with Bank's programs, systems and equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any computers or software that Client uses in connection with the Services, even if Bank has previously approved their use. **BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO CLIENT.** Client agrees to notify Bank promptly if any software that the Bank provides becomes defective. Bank's sole responsibility (if any) in such instances will be to use best efforts to repair or replace the defective software. Client agrees to comply with the terms of any software license(s) provided to Client in connection with the Services. Client may not transfer, distribute copy, reverse compile, modify or alter such software. Unless otherwise agreed by Bank in writing, the computer programs, Service guides, Security Procedures, software and systems provided to Client in connection with the Services represent Bank's proprietary property and must be terminated or returned to Bank upon request.
4. **Client Representations.** Client represents and warrants to Bank that:
- (a) It is duly organized and validly existing, and is in good standing in every jurisdiction where required;
- (b) It has the authority to execute and deliver the Acceptance;

- (c) The officers executing and delivering the Master Agreement and the Acceptance for and on behalf of Client, are duly authorized to do so;
 - (d) Any consent, authorization or instruction required in connection with the Master Agreement and each Service Description has been provided by any relevant third party; Bank may rely upon the authority of each Authorized Representative for all purposes until Bank has received written notice acceptable to it of any change from an Authorized Representative, and Bank has had a reasonable time to act thereon (after which time it shall rely upon the changed version);
 - (e) Any act required by any relevant governmental or other authority in connection with the Master Agreement has been or will be done (and will be renewed if necessary);
 - (f) Its performance of the Master Agreement and use of the Services will not violate any applicable law, regulation or other requirement;
 - (g) The Master Agreement is a legal, valid and binding obligation; Bank, in accepting the Master Agreement, is acting and relying upon the foregoing representations and warranties; and
 - (h) Unless otherwise agreed to in writing by Bank, the accounts established by Client with Bank and the Services Client establishes or uses in connection with the accounts will only be used for business purposes and not for personal, family or household purposes.
5. **Compliance.** Client agrees to comply with all state and federal laws, rules and regulations applicable to Client and to its use of the Services (collectively, "Laws"), including the operating rules of all systems and networks used to provide Services to you (collectively, "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. Without limitation, Client agrees and acknowledges that the Services may not be used by Client in violation of, and that these must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. Client agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. Client acknowledges and agrees that the Software used to access the Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations (collectively, "Acts"). Client agrees and hereby certifies that neither the Software nor any product thereof is being or will be used by or on behalf of Client for any purpose prohibited by these Acts.
- Nothing in this Master Agreement relieves Client of any obligation Client may have under the Laws, Rules or Acts, and this Master Agreement is deemed modified to the extent necessary to allow or require Client to comply with the same. Client will implement and maintain procedures, including retention of legal or compliance services, to ensure that Client is able to comply with all current and future Laws, Rules, and Acts, including any changes to them. Bank is not obligated to provide information, updates or notice of or regarding the Laws, Rules, or Acts even if Bank is aware of the same and of the potential for material impact on Client and Client's use of the Services, and Client's indemnification and other obligations to Bank are not relieved or reduced by Bank's not providing the same to Client. If Bank does provide information, updates or notices of or regarding the Laws, Rules or Acts to Client, Bank is not responsible for the accuracy of the same and may discontinue doing so at any time.
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6. **Delayed Processing.** In addition to any allowances provided to Bank in any other agreement Bank has with Client, Client agrees that Bank may delay posting of an inbound credit to Client's account(s), or delay the processing of an outbound transaction, when the delay is due to a suspicion that the transaction may be in violation of applicable law, or the transaction is otherwise under review by Bank.
7. **Account Designations.** Services, Client may be required to designate one or more accounts to facilitate the particular Service. If one or more accounts must be designated, they will be reflected in the Supporting Documents.
8. **Sufficient Funds.** Client agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in Client's accounts accessible via the Services to cover all transactions requested

through the Service and applicable fees, or such higher amounts as Bank may specify from time to time. Client acknowledges that Bank does not control intermediary banks or other third parties, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of transfer requests. Client agrees that Client's funds may be held by Bank for a period during the term of a Service Description and following termination of the Services, to protect Bank against any possible losses relating to the use by Client of the Services. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in any order Bank chooses. Bank may, at its sole discretion, allow overdrafts or negative balances, but Bank also may discontinue the practice at any time with or without prior notice to Client. Bank may prevent or reverse any payments or other service in any order that Bank chooses as a means of preventing or recovering any overdrafts or other exposures. If Client does not have sufficient or available funds or credit in Client's account for which a particular transaction was requested, Bank may charge any account of Client's with Bank to cover the cost of the transaction, as well as any corresponding fees. Alternatively, and at Bank's sole discretion, Bank may overdraw Client's accounts and Client may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), such overdraft and fee(s) Client agrees to pay immediately Bank. Client's obligation to pay Bank remains immediately due and payable whether or not the rejected, returned or adjustment entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than Bank and notwithstanding Bank or Client may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Master Agreement shall be construed as Bank's commitment or obligation to lend Client money.

9. **Fees.** Client agrees to pay Bank the fees prescribed in Bank's current fee schedule for each of the Services, a copy of which is available upon request ("Fee Schedule"). Unless other arrangements are made for payment of the fees, Bank will automatically debit any account maintained by Client with Bank in the amount thereof. Bank does not in any way extend credit to Client under this Master Agreement. Bank may amend the Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at Client's request will be subject to additional terms and fees. Client is also responsible for the costs of any communication lines and any data processing charges payable to third parties.
10. **Notices.** Except as otherwise provided in the Master Agreement, all notices and other communications by Client to Bank shall be in writing and, addressed to:

Community Bank of Raymore
Post Office Box 200
Raymore, MO 64083

or at such other address as Bank may specify in writing. Notices to Client may be mailed or sent to Client electronically at the statement, email or mailing address shown for Client in Bank's deposit or Service records. Any notice or communication to Bank will be effective when Bank has actually received, and has had a reasonable time to act on it. Any notice or communication to Client will be effective when sent by Bank, or as otherwise stated in the notice or communication. Client further acknowledges and agrees that certain notices and communications may be provided to Client by telephone, facsimile or electronic transmission at the telephone number, facsimile number or other location or number as shown on Bank's records.

Bank may rely on all notices, instructions and other communications sent to Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any notice, communication or instruction believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Client.

Client agrees to access the Services from time to time, in no event less than monthly, to access notices and information made available by Bank.

11. **Limitation on Liability; Indemnification.** Bank's duties and responsibilities shall be limited to those set forth in the Master Agreement. In no event shall Bank be liable for (i) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a contractor, vendor, processor, third-party service or vendor used by Client or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) Client negligence or breach of any agreement with Bank, (iv) any loss, cost, expense, or damage to Client in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Bank, or Client's or Bank's use thereof (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in Client's account to complete a transaction; (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on Client's behalf; (ix) Client's failure to follow any applicable software manufacturer's recommendations or Bank's Service instructions, or (x) any Internet sites related to the Services or maintained or operated by Bank or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus or line or system failure, even if Bank, or representatives thereof, are advised or the possibility of such damages, losses or expenses. There may be other exceptions to Bank's liability, as stated in Client's account or other service agreements with Bank. Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular cash management service which servicing or Software installation was intended to make available.

Any claim, action or proceeding by Client to enforce the terms of the Master Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. Client agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services.

Client agrees to indemnify and hold Bank, its affiliates, licensors, processors, third-party contractors and vendors, and their respective directors, officers, shareholders, employees and agents, harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Client, or any person acting on Client's behalf in connection with Client's use of the Services, including without limitation (a) the breach by Client of any provision, representation or warranty of the Master Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Client or its clients or any third party on behalf of Client, (c) any misuse of the Services by Client, or any third party within the control or on behalf of Client, (d) the failure by Client to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Bank by, any clearing house, or any governmental entity, arising out of or connected with the Service; (ii) any act or omission of Bank that is in accordance with the Master Agreement or instructions from Client; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an image or communication to Bank; (iv) any loss or corruption of data in transit from Client to Bank; (v) any claim by any third party claiming that such third party incurred loss due to the Service; or (vi) any claims, loss or damage resulting from Client's breach of, or failure to perform in accordance with, the terms of the Master Agreement. This indemnity will survive the termination of the Master Agreement. Client agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Client's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.

EXCLUSION OF WARRANTIES. CLIENT ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM CLIENT'S USE OF THE SERVICES. BANK MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING CLIENT'S USE OF THE SERVICE AND THE EQUIPMENT, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING ANY SOFTWARE, ANY COMMUNICATION LINK,

THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE AND THE EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICE AND THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CLIENT ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICE AND ASSUMES ALL RISKS RELATING TO THE FOREGOING.

12. **Force Majeure.** Notwithstanding any other provisions of the Master Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Master Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by Bank from Client, another financial institution, or any other third party. In addition, Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Bank shall not be liable for any failure to perform any of its obligations under the Master Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which it is required to act, as it shall determine.
13. **Reconciliation.** Client will inspect all information made available by Bank in connection with the Services. Client agrees to notify promptly Bank by telephone and in writing, of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by Bank. If Client fails to notify Bank of any such error or discrepancy within 15 days of the date on which such information is made available to Client, then Client agrees that Bank will not be liable for any losses resulting from Client's failure to give such notice or any resulting loss of interest relating to any funds transfers.
14. **Confidentiality.** Unless otherwise provided in the Service Description, all Supporting Documents and Software provided pursuant to this Master Agreement constitute Bank's, its contractors or vendors, or Bank's agent's confidential information ("Confidential Information"). Bank, its contractors or vendors, or Bank's agent (as applicable) will remain the sole owner of all such Confidential Information, and Client will not acquire any interest in or rights to it as a result of Client's use of any Service except as set forth in the Service Description. Client will maintain the confidentiality of the Confidential Information and will not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than its employees who have a need to use the Confidential Information in connection with the applicable Service. Client shall notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information, and if it is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use. In addition, Client may not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to this Master Agreement.

Client authorizes the transfer of any information relating to Client to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to the Client (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

15. **Audit and Inspection.** Bank reserves the right, with prior notice to Client, to enter upon Client's premises from time to time during regular business hours to verify that Client's operations and procedures comply with the terms of the Master Agreement.

In connection with any such audit, Client agrees to furnish Bank with any documentation or information as is reasonably necessary to establish Client's compliance with the terms of the Master Agreement. If it is determined by Bank that additional procedures or controls need to be implemented by Client, Client agrees to implement such procedures or controls within a reasonable period to be agreed upon by the parties.

In connection with Bank's entry on the premises of Client for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Client, Bank shall not be liable or responsible to Client or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Client's system, including any which allegedly delay, alter or corrupt the data of Client, whether related to the transmission of check images or other data to Bank or whether caused by the equipment, software, Bank Internet service providers, Internet browsers, or other parties providing communication services to or from Bank to Client.

16. **Term and Termination.** The term of the Master Agreement will commence upon full execution of the Master Agreement and will continue in full force and effect thereafter until terminated as follows:

A. Client may terminate some or all of the Services under the Master Agreement, with or without cause, upon 30 days prior written notice to Bank; and

B. Bank may terminate, suspend or restrict some or all of Client's access to the Services under the Master Agreement, with or without cause, at any time immediately upon notice to Client.

Any termination will not affect any obligations arising prior to termination. Upon termination, Bank may terminate Client's access to the Services, and Client will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of the Master Agreement, Client will, at its expense, promptly uninstall and remove all software provided for the Service from its computers and return to Bank any Software, hardware and equipment provided by Bank for the Service, including the Supporting Documents, procedures, documentation and any materials relating to the Service in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from Bank certify in writing to Bank that all copies have been returned or destroyed. Upon termination of the Master Agreement, all Services and any Licenses shall automatically terminate.

17. **Client's Records.** The Master Agreement and the Services are not intended to relieve Client of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. Except as otherwise stated in the Master Agreement, Client agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until one year following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an account.

18. **Business Days.** For the purpose of the Master Agreement, Bank's business days are Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Bank chooses to be closed.

19. **Assignment.** Bank may assign its rights and delegate its duties under the Master Agreement to a company affiliated with it or to a third party. Client may not assign any right or delegate any obligation under the Master Agreement without Bank's prior written consent.

20. **Third Parties.** Client acknowledges and agrees that Bank may arrange to provide Software, if required, and/or may arrange for the Services covered by the Master Agreement to be performed or provided by third parties, including its affiliates. Client further agrees that any such party is a third-party beneficiary of the Master Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Master

Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in the Master Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or Bank determines in its sole discretion, that Bank cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, Bank will have no liability for the unavailability of access.

21. **Credit Criteria.** Bank may, in its sole discretion, perform credit reviews of Client in accordance with Bank's credit criteria. Client shall, upon Bank's request, provide Bank with any credit-related information and assistance as the Bank may require to perform any such review. Client agrees to provide Bank with a financial statement or information on Client's financial condition upon Bank's request.
22. **Waiver.** No party's failure or delay in exercising any right or remedy under the Master Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Master Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Master Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver, breach, right or remedy will be effective unless made in writing.
23. **Electronic Records and Signatures.** When any payment order or other Service generates items or transactions to be charged to an account of Client, Client agrees that Bank may charge the affected account without requiring Client's signature and without prior notice to Client. Any transactions resulting from Client's instructions which Bank receives in Client's name and under Client's credentials shall be deemed to have been "a writing" and authenticated by Client "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by Bank of transactions under Client's credentials shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by Bank or Bank's authorized agent in the normal course of business. Client agrees not to contest the authorization for, or validity or enforceability of, Bank's electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon Bank's written request, Client agrees to manually sign or place Client's signature on any paper original of any record or "signed" document which Bank provides to Client containing Client's purported signature.
24. **Final Agreement; Amendments.** The Master Agreement constitutes the final and complete agreement between Bank and Client with respect to the Services and any required Software, and supersedes all other oral or written agreements, understandings and representations. Bank may amend (add, delete or change) the terms of the Master Agreement, including but not limited to the terms of any Service Description, including but not limited to the applicable fees. Bank may make such amendments, additions, changes or deletions, at any time and at Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Client's usage of the Service, Bank may notify Client of the change in advance. Otherwise, Bank will notify Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Client's continued use of the Services will evidence Client's consent to any amendments, including additions, changes or deletions.
25. **Availability.** Bank may cause a Service to be temporarily unavailable to Client, either with or without prior notice, for site maintenance, security or other reasons, and Client acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Client. In such event, Client must make alternative arrangements for scheduled and other anticipated transactions and Client will be responsible for maintaining procedures and facilities to enable Client to do so if any of the Services are unavailable to Client. Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with a Service Description, Client will as soon as reasonably possible deliver to Bank all data in Client's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.

- 26. Applicable Law: Severability. The Master Agreement shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of Missouri, without regard to its conflict of law provisions. Even if a provision of the Master Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Master Agreement will not be affected or impaired by such holding.

- 27. Security Interest. Client grants Bank a security interest in Client's accounts to secure the repayment of any obligation that Client incurs under the Master Agreement. The security interest provided under the Master Agreement is in addition to any other security interest Bank may have in Client's accounts or other assets.

For Client/Company Western Cass Fire Protection District

Signature: _____

By: President and Treasurer (Print Name and Title) April 6, 2022 Date

Community Bank of Raymore

Signature: _____

By: _____ (Print Name and Title) _____ Date