

ONLINE BANKING SERVICE AGREEMENT

I. GENERAL DESCRIPTION OF SERVICE AGREEMENT

- **What This Agreement Covers**

This Online Banking Service Agreement (“Agreement”) between you and Brickell Bank (“BB”) governs the use of Online Banking services and transfers to or from accounts outside of BB. These services permit BB customers to perform a number of banking functions on accounts linked to Online Banking services through the use of a personal computer. For the purposes of this Agreement, the words “we,” “our,” and “us” mean BB 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 your accounts linked to our Online Banking services. The term “Online Banking” refers to information, communication, and transactions provided to or from you and/or provided by us through any non-branch remote channel, including the BB website, www.brickellbankmiami.com, within our area of service, including, but not limited to, account information, funds transfers and bill payments, check inquiry and check reorder for account(s) established at a branch or any products or online services offered through BB. The term “Linked Accounts” refers to all of your BB accounts eligible for Online Banking services.

- **Accepting the Agreement**

When you use any of the Online Banking services described in this Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement. Your use of Online Banking may be made by use of certain numbers codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic, and you agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of originals or copies, absent proof of altered data or tampering.

- **Relation to Other Agreements**

Your use of Online Banking services may also be affected by your agreements with us regarding any of your BB accounts. When you use Online Banking services with regard to any of your BB accounts, you do not change the agreements you already have with us for those accounts. You should review the agreements for such accounts for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking services. If there is a conflict between the terms and conditions of this Agreement and those contained in other agreements with us, this Agreement will govern.

II. EQUIPMENT AND SOFTWARE

- **What Is Required to Use Online Banking**

A personal computer, as well as web browser software and an internet connection are required to access Online Banking services. Additionally, by using the Online Banking services described in this Agreement or authorizing others to use them, you agree to maintain up-to-date virus detection software on any personal computer, modem, web browser software, and internet connection used to access Online Banking services. Neither this Agreement nor your use of Online Banking services will afford you any proprietary rights to the Online Banking services, the Online Banking website, or the software and/or intellectual property embodied therein and thereon, all rights to which shall remain the exclusive property of BB and any third party acting on behalf of BB to assist in providing Online Banking services.

Online Banking services are optimized for use with Microsoft Internet Explorer 9 or higher, but will work with some limitations with other browsers such as Firefox, Safari and Chrome. In order to print or download disclosures, you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

III. ONLINE BANKING SERVICES

- **You may use Online Banking to:**

View current balance information and available transactions for your Linked Accounts, transfer funds between your Linked Accounts or to accounts of other BB customers, or to accounts in other financial institutions around the world, perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, stopping payments on checks, and changing your Password. Online Banking may also be used for online bill payment, allowing you to set up a secure online account to make one-time or recurring bill payments. Additionally, Online Banking provides access to mobile banking, allowing you to conduct a number of financial transactions through a mobile device such as a mobile phone or tablet. Some of the above services may not be available for certain accounts or customers, and we reserve the right to modify our Online Banking Services at any time (including by eliminating any service) without notice to you. We offer businesses the ability to create multiple Online IDs, each with the access level you designate.

- **Accounts Linked to Your Online Banking Services**

When you first enroll in usage of Online Banking Services, all accounts where you have a signature, including both personal and business accounts, become Linked Accounts. If you open an additional eligible account at a later date, it will also automatically become a Linked Account. If you want to limit the

accounts eligible for Online Banking services or the activity level assigned to an account, please call us at (305) 347-8300 and your Relationship Manager will discuss the available options with you. In some circumstances, we also permit you to use Online Banking services with regard to other accounts you own or control.

- **Processing of Transfer Requests**

You may transfer funds between your BB deposit (checking, savings or money market) accounts that are eligible for Online Banking Services. You also have the option of requesting the Wire Transfer service, which allows you to transfer funds between your BB deposit (checking, savings or money market) accounts and accounts in other financial institutions around the world. Transfers entered before the cut-off time of 3:00 PM Eastern Standard Time on a bank business day are processed on the same bank business day. Transfers entered after the cut-off time of 3:00 PM Eastern Standard Time or on a non-bank business day are processed on the next bank business day. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered before the cut-off time.

Requests for a transfer of your funds using the Wire Transfer service exceeding certain threshold amounts, such threshold amounts to be determined at the discretion of BB, may require additional security activities on your part and on the part of your Relationship Manager. Such security activities may include, but are not limited to, your Relationship Manager placing a phone call to a telephone number listed in our files which you have confirmed as being an appropriate contact number in order to confirm that you have initiated the transfer of funds in question by asking you security questions confirming your identity, or requesting an authentication code for the transfer that is sent to an email address listed in our files which you have confirmed as being an appropriate contact for you.

You authorize BB to withdraw, debit or charge the necessary funds from your Linked Accounts for all transfers as described in this Agreement. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in the account from which you will have instructed us to make such a withdrawal at the time of the withdrawal. If you do not have a sufficient balance, we may refuse to complete the transaction or complete the transaction and thereby overdraw your account. In either event you are responsible for any non-sufficient funds and /or overdraft fees and/or charges that BB may impose pursuant to this Agreement or any other agreement between you and BB. All fund transfers generated by you through Online Banking services shall be governed by the terms and conditions of BB's standard Deposit Accounts Brochure & Funds Transfer Agreement delivered to you when the account was opened at BB. In case of any inconsistency between the terms and conditions of this Agreement and those in BB's standard Deposit Accounts Brochure & Fund Transfer Agreement, the terms and conditions of this Agreement shall govern.

- **Stop Payment Orders**

You may use Online Banking services to request a stop payment on any check drawn on your account, provided that you provide all information with respect to the check as required by the Online Banking services.

For purposes of the Florida Uniform Commercial Code, Section 674.403, the communication from you to BB through Online Banking services, if completed as stated above, shall be deemed to comply with the statutory requirement for a "Written Order." The stop payment order will be effective until six (6) months from the date BB received the order.

- **Sub Users**

You will have the ability to create one or more sub-users and permit such individuals access to your account(s). You are responsible for access that such sub-users will have to your account(s), and agree to cause each sub-user to comply with all the terms and conditions of this Agreement. When authorized by you, these sub-users will have independent authority to set-up transactions and view activity on your Linked Accounts through Online Banking services, within the limits established by you. You agree to indemnify, defend, and hold us to be without liability regarding any loss or liability associated with your grant of access to any sub-user.

IV. OTHER TERMS AND CONDITIONS

- **Verification of Enrollment**

Upon your enrollment to use Online Banking services, your Relationship Manager will verify your decision to enroll via a security call back to the appropriate contact telephone number that you have listed in our files. If you have requested a limit on wire transfers made via Online Banking services, your Relationship Manager will also confirm the wire transfer limit you have requested during this security call back. Your usage of Online Banking services will be restricted prior to your verifying, via this security call back, your intent to enroll in usage of Online Banking services.

- **Monthly Service Charge**

There is no monthly service charge for accessing your Linked Accounts with the Online Banking service. Additionally, fees may be assessed for added self-service features available through Online Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. Please consult your deposit account agreements, the General Terms and Conditions Regarding Accounts, and BB's fee schedule to see if your accounts are subject to these fees.

- **Service Hours**

Online Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When such maintenance or upgrades are taking place, making Online Banking services unavailable, a message will be displayed when you sign on to Online Banking. The availability of Online Banking services may be subject to interruption and delay due to causes beyond BB's reasonable control, including, but not limited to, normal maintenance, equipment failures, software defects, corruption or deletion of data, delay in operation or transmission, computer viruses or your failure to follow instructions.

- **Balance Information**

You may experience inconsistent or delayed balance information as a result of transaction posting times. Information provided through Online Banking services is provided for your convenience, but your periodic account statements are the official record of activity in your account.

- **Joint Accounts**

An account having more than one (1) owner is called a joint account. Each joint account owner is bound by all the terms and conditions of this Agreement. Unless BB is otherwise notified in writing by all owners of an account, each joint owner has full and independent authority to get his/her own User-ID and exercise control over and conduct transactions via Online Banking services, as fully as if he or she were a sole owner of the account, and without the consent of or notice to any other joint owner of the account.

- **Inactivity**

If you do not log on to Online Banking services for an extended period of time, we may suspend your access to Online Banking services without additional prior notice.

- **Cancellation and Termination**

Your Online Banking services remain in effect until they are terminated by you or BB. You may cancel your service at any time by notifying us of your intent to cancel in writing or by calling your Relationship Manager at (305) 347-8300. We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

Your cancellation of enrollment in Online Banking services does not and will not affect any of your other agreements with BB.

- **Use of External E-mail Address**

As a part of your use of Online Banking services, we may send messages to your external e-mail address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Online Banking services. You may notify us of any changes to your external e-mail address by sending an e-mail with your requested changes to the attention of your Relationship Manager at info@brickellbankmiami.com. You may also change the external e-mail address at which we may contact you via our Online Banking services.

- **Electronic Disclosure and Consent**

You agree that we may provide you with all disclosures, notices and other communications about Online Banking, this Agreement and any future amendments, in electronic form. You also agree that we may disclose information to third parties about your accounts if you give us your written permission, or if such disclosure is necessary in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.

All deposit, withdrawal, payment, and status information concerning each and every one of your Linked Accounts is available to every person having access to your accounts via use of Online Banking services. You hereby release BB, indemnify BB, and hold BB without liability for any loss or damage, including reasonable attorney's fees, arising from the disclosure of such information.

- **Privacy**

BB recognizes that the privacy and security of financial information is of concern to you. Security procedures and internal controls are in place to protect your privacy. Notwithstanding BB's efforts to ensure that the use of Online Banking services is secure, you acknowledge that the Internet is inherently insecure. BB cannot and does not warrant that all data transfers utilizing Online Banking services, BB's website, or e-mail transmitted to and from BB, will not be monitored or read by others.

BB is committed to fully complying with state and federal laws and regulations, such as the Fair Credit Reporting Act, Gramm-Leach-Bliley Act and the Right to Financial Privacy Act, that have been established to protect the confidentiality of customer information. BB collects, uses and discloses customer information in accordance with its Privacy Policy and applicable law.

In an effort to offer you the best and most current banking opportunities, BB may, from time to time, contact you with news about BB products, services, and special promotions. If, for any reason, you would like to be taken off the marketing list, you should contact BB.

We share customer transaction and experience information within BB. Certain account and transaction information is shared with third parties acting on behalf of BB to assist in providing Online Banking services. No other outside party receives this information with the exception of credit reporting agencies.

You acknowledge and agree that we or a third party acting as our agent may obtain and use information from credit bureaus and consumer reporting agencies in connection with any accounts or products offered by us to investigate or reinvestigate any information provided by you. We may also verify your employment, salary, assets, debts and any references provided to us by you.

For additional information and updates on BB's privacy policies, please refer to our annual privacy statements.

- **Unauthorized Transactions**

If you believe that an unauthorized transaction has been or may be effected from one of your Linked Accounts without your permission, you must immediately notify BB and your Relationship Manager at (305) 347-8300.

- **Error Resolution**

In case of errors or questions about fund transfers affected via Online Banking services, or other electronic transfers initiated from your Linked Accounts, contact us immediately at (305) 347-8300. We must hear from you no later than 10 business days after we sent the first account statement on which the error was recorded.

We will determine whether an error has occurred within 10 business days (or 20 business days, if the transfer involved an account opened within the past 30 days) after we hear from you and will correct any error promptly.

If additional time is required to determine whether or not an error has occurred, we may take up to 45 days (or 90 days, if the transfer involved an account opened within the past 30 days) to investigate your complaint or question. If we determine that additional time is required to determine whether or not an error has occurred, we will credit the account in question within 10 business days (or 20 business days, if the transfer involved an account opened within the past 30 days) for the amount that you have alleged is in error ("Error Funds") in order for you to have use of these Error Funds during the time it takes us to complete our investigation of your complaint or question. If we request that you address your complaint or question to us in writing and we do not receive said written complaint or question within 10 business days, we reserve the right not to credit the account in question.

We will advise you of the results of our investigation of your complaint or question within 3 business days after completion of our investigation. If it is determined that no error was made, an amount equal to any and all Error Funds credited to the account in question during our investigation will be transferred from the account in question to BB. You may request copies of any documents used by us in our investigation of your question or complaint.

- **Authority to Debit Accounts**

You agree and hereby authorize BB to debit your account(s) with BB in order to pay your obligations to BB or to third parties in accordance with your instructions. You agree to maintain balances sufficient to pay all obligations related to your Linked Accounts, and agree that BB is not liable for any overdraft or insufficient fund fees or charges caused by your failure to maintain balances sufficient to fund all payments issued by or through Online Banking services. You indemnify and hold BB without liability for any and all payments from any of your accounts made pursuant to your instructions or to satisfy outstanding obligations related to your Linked Accounts.

- **Contacting Brickell Bank**

For general questions or to report unauthorized transactions please call us at (305) 347-8300 from 9:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of bank holidays, or e-mail us (to the attention of your Relationship Manager) at info@brickellbankmiami.com. You may also write us at:

Brickell Bank
ATTN: [Your Relationship Manager]
Online Banking Services
1395 Brickell Avenue
Miami, FL 33131

- **Changes to Agreement**

We may change this Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by posting a message on our website. If you maintain your Online Banking services or make any transfers to accounts outside of BB after the effective date of a change, you indicate your agreement to the change.

- **Duty to Follow Instructions and Verify**

Online Banking services enable you to supply all information required for requesting a fund transfer. You are urged to assure that any instructions that you provide to third parties in order to request a fund transfer to any of your Linked Accounts comply with required Online Banking formats and contain all information necessary for processing. BB shall have no liability for any action taken, in good faith, pursuant to any instructions given to us by you, should BB act in accordance with its understanding of your instructions. BB shall have no liability for any inaction taken in the event that BB attempts to contact you for further clarification of your instructions if BB, in its sole judgment, determines that an ambiguity exists regarding your instructions. BB shall not be responsible for reviewing or acting pursuant to non-essential information, which may be included in any instructions regarding requests for fund transfers into any of your accounts, but may do so at its sole discretion.

- **Bank not Liable**

You agree that BB shall not be liable for any losses, damages, liabilities or costs incurred by you or any third party as a result of (a) BB executing an instruction on your behalf, provided that each instruction is authorized under the terms of this Agreement; (b) the improper execution, delayed execution or non-execution of any instruction because of unclear instructions, computer or mechanical failure, or circumstances beyond BB's control including, without limitation, legal restrictions, governmental interference, electrical outage, failure of communications, or other events or force majeure; (c) the act, or failure to act, or insolvency of any agent, intermediary or correspondent of the completion of any transaction hereunder; or (d) other acts of omissions of BB relating to this Agreement or transactions or loss, injury or damage, whether direct or consequential caused by or arising out of the installation, use or maintenance of Online Banking services. You acknowledge that BB is not liable for computer or telephone line malfunctions. You also acknowledge that BB may on a regular basis perform maintenance on Online Banking services or BB's computer system, which may result in interrupted service or errors in the functionality of Online Banking services. BB will attempt to provide prior notice of such interruptions, if known in advance, but cannot guarantee that such notice will be provided and failure to provide such notice shall not result in liability to BB.

V. SECURITY

- **Operating Procedures**

If we provide you with written or electronic instructions or operating procedures, input or transmission forms, deadlines or cutoff times, or other limitations or requirements relating to the use of Online Banking services ("Operating Procedures"), you agree to comply with those Operating Procedures and understand that we may reject or be unable to process incoming instructions or requests for Online Banking services that do not comply with those Operating Procedures.

You agree to comply and remain in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, and determinations of governmental authorities. You agree not to use Online Banking services in a way that damages or violates the rights of any third party, or that will subject us or third parties acting on our behalf to assist in providing Online Banking services to investigation, prosecution, or legal action.

- **Your Associates**

You are responsible for all acts and omissions of any third party that you allow to have access to your Linked Accounts (each an "Associated Party" and collectively the "Associated Parties") via use of Online Banking services. 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 any Associated Party. As between you and BB, you agree to accept sole responsibility for losses attributable to the acts or omissions of Associated Parties.

- **Passwords**

During your enrollment for Online Banking services, you will be required to determine a unique password ("Password"). Use of this Password is a required security procedure to access Online Banking. By using Online Banking services, you agree that this is a satisfactory and acceptable security method. You agree to keep this Password confidential to prevent unauthorized access to your Linked Accounts and to prevent unauthorized use of Online Banking services.

You agree to notify us immediately if your Password is lost or stolen, or if you believe someone else has discovered your Password. If a security breach occurs regarding your access to your Linked Accounts, unless our internal security is proved to have been breached, there shall be a presumption that your security, including but not limited to your Password, has been breached. We are authorized to provide Online Banking services, release information about your Linked Accounts to, and accept as authentic any instructions given to us by any person who has used your Password for access to Online Banking services.

You agree not to give your Password to any other party. You agree to maintain the confidentiality of your User-ID and Password. You agree to be responsible for all fees and charges incurred under the User-ID and/or any other sub-users that are created by you. You agree not to alter or remove any copyright material or other proprietary notices or any disclaimers included with Online Banking services any data transferred pursuant to use of Online Banking services. BB reserves the right to block access to Online Banking services at any time in order to maintain or restore security to Online Banking services and systems, as well as in situations in which BB reasonably believes a User-ID or Password to have been obtained or used by unauthorized persons. You understand that any person having access to Online Banking services and your Linked Accounts via the use of your Password can make transfers from your accounts even if such person is not an authorized signer on such account. You agree to release us from any and all liability for the use of Online Banking services by persons who obtain your Password, and indemnify us against any loss or damage, including attorney's fees, arising from such use of Online Banking services.

Tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your accounts. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Online Banking services or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- **Indemnification, Limitation of Liability**

BB will not be responsible for any loss to you caused by an event that is beyond BB's control, including, but not limited to, government restrictions, natural disasters, wars, riots, strikes, acts of terrorism, Acts of God, computer failure, or the loss of power, communication or transportation facilities. Any hardware, software, peripheral equipment or accounts needed to access Online Banking services are to be obtained and provided by you. Furthermore, in no event will we, or any of our officers, directors, employees, or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use Online Banking, or for any loss of any data, even if we have been informed of the possibility of such damages.

- **Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

- **Jury Trial Waiver**

YOU IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVE, AND WE IRREVOCABLY WAIVE, ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION RELATING TO YOUR ACCOUNT, TO THIS AGREEMENT OR ANY RELATED DOCUMENT, OR TO ANY RELATED STATEMENTS, ACTIONS OR COURSE OF DEALING. YOU CERTIFY THAT NEITHER WE NOR ANY REPRESENTATIVE OF OURS HAVE REPRESENTED (EXPRESSLY OR IMPLIEDLY) THAT THE FOREGOING WAIVER OF JURY TRIAL MIGHT NOT OR WOULD NOT BE ENFORCED IN THE EVENT OF SUCH LITIGATION, AND YOU ACKNOWLEDGE THAT WE ARE RELYING UPON THIS JURY WAIVER IN ENTERING INTO THIS AGREEMENT.