



## TREASURY MANAGEMENT MASTER AGREEMENT TERMS AND CONDITIONS

PLEASE NOTE THAT THESE TERMS AND CONDITIONS ARE A PART OF THE TREASURY MANAGEMENT MASTER AGREEMENT WHICH YOU HAVE READ AND SIGNED. ALL TERMS AND DEFINITIONS CONTAINED IN THE TREASURY MANAGEMENT MASTER AGREEMENT SHALL APPLY HEREIN.

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### **ACH Debit Block Service**

**1. Introduction:** ACH Debit Block is a service provided to business customers who want to block or filter ACH transactions that post to their account(s). For each account included in the service, you may select various service options reflected on the associated implementation/maintenance form. The options that you may select are as follows:

- (a) Full Debit Block Option. This option will block the posting of all incoming ACH debit entries to an account.
- (b) Standing Order Option. This option will block the posting of all incoming ACH debit entries except for those "Exceptions" permitted by you to be paid based on criteria provided by you at implementation to be used on a repetitive or "standing" basis to permit "Exceptions" going forward.
- (c) Single Entry Option. This option will block the posting of all incoming ACH debit entries except for those one-time "Exceptions" permitted by you to be paid based on criteria provided by you at implementation or on a case by case basis to be used on a one-time or "single entry" basis to permit one-time "Exceptions" to be paid. Once we have posted an entry to which an authorization applies, that "Exception" criteria expires and any future instances would be blocked going forward unless you establish a new "Exception" authorization.

(d) ACH Positive Pay Option. This option will block the posting of all incoming ACH debit entries to an account and provide you online access so that you and your designated users can perform certain actions in regard to the blocked ACH debits. Each blocked entry will be suspended for a period of time for you to have an opportunity to review and make a decision to return the blocked entry to the originator or to allow the blocked entry to post to your account. Although we may make available certain alerts that an action is needed on your part, you are responsible for having up-to-date and accurate authorizations in effect at all times and are responsible for accessing the ACH Positive Pay exception area during the period of time that entries are available to review the list of blocked entries that may require an action on a daily basis. The actions available are as follows:

(i) Accept a blocked entry. If an entry is received for posting to your account and no Standing Order is in effect to permit the entry to post as an exception, you will have a period of time to accept the entry using this option and allow the item to post to your account as an exception. All Accept entry instructions established by those users granted access to ACH Positive Pay by an Administrator user in Business Internet Banking will be treated as instructions received by an Authorized Signer on the account.

(ii) Accept a blocked entry and add a standing order. If an entry is received for posting to your account and no Standing Order is in effect to permit the entry to post as an exception, you will have a period of time to accept the entry using this option and allow the item to post to your account as an exception. In conjunction with accepting the current item, you will also have the capability of establishing certain dollar amount and SEC code criteria to establish Standing Order instructions to permit entries from the same originator to post to your account as exceptions going forward. All Accept entry and Standing Order instructions established by those users granted access to ACH Positive Pay by an Administrator user in Business Internet Banking will be treated as instructions received by an Authorized Signer on the account.

(iii) Return a blocked entry. If an entry is received for posting to your account and no Standing Order is in effect to permit the entry to post as an exception, you will have a period of time to Return the entry to the originator using this option. All Return entry instructions established by those users granted access to ACH Positive Pay by an Administrator user in Business Internet Banking will be treated as instructions received by an Authorized Signer on the account.

**2. Written or Online Instruction Required:** No such instructions shall be binding on us unless they are in writing, on such forms or in a method as we may require from time to time, and are received in such time as to provide us a reasonable opportunity to act thereon. We shall be entitled to rely exclusively on the information you provide in your written or online instructions as to the SEC codes (Standard Entry Class Codes), Originator Company Identification Number and/or dollar

range in implementing any part of each ACH Debit Block Option. You understand that any error in communicating this instruction will make the block instructions ineffective.

**3. Notification:** We will not provide you notice of any ACH transactions we have blocked under the service. We will charge you the fees and charges for the service established by us from time to time, and we reserve the right to change those fees and charges in the future upon thirty (30) days notice to you.

**4. Effective Date/Termination Date:** We will make reasonable efforts to have the Service become effective, to be discontinued, or to have changes in the Service become effective on the date indicated on the Service Profile but we will not be liable for any failure to start, discontinue or change the Service by a particular date. We retain the right to terminate the Service based on excessive number of requests for change in ACH transactions that are permitted as exceptions.

**5. Our Liability:** We are liable to you only for actual damages incurred by you as a direct result of our failure to exercise reasonable care in providing the Service. Our liability for any failure to implement an ACH Debit Block contrary to the instructions of you in accordance with these Terms and Conditions will not exceed the monthly fees paid by you to us in connection with this Service during the 12 months immediately preceding such failure. In no event will we be liable for indirect, consequential or punitive damages, loss, costs or expenses, including any omissions of you or your officers, employees or agents, or for the acts of any other person or entity, including but not limited to any clearing house association or processor or any Federal Reserve bank. We will not be liable for any failure or delay in performing any obligations under the Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster, emergency conditions, legal constraint or government action, breakdown or failure of equipment, or your act, omission, negligence or fault.

**6. Fees:** Company authorizes Financial Institution to debit its designated Account for services provided under the Agreement in accordance with the fees indicated on the Service Profile. Financial Institution may change its fees from time to time upon written notice to Company.

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## **ACH Origination Service**

Client (Company) has requested that Seaside National Bank & Trust (Financial Institution) permit it to initiate Entries to Accounts maintained at Financial Institution and other financial institutions by means of the Automated Clearing House (ACH) Network where standards, rules, and procedures are established by the National Automated Clearing House Association (NACHA). Financial Institution has agreed to do so on the terms of this Agreement.

**1. Types of Entries:** Financial Institution will transmit debit and/or credit Entries initiated by Company to the ACH Network as provided in the *NACHA Operating Rules & Guidelines* (hereafter

referred to as the “Rules”) and this Agreement. As used in this Agreement, the following are ACH Standard Entry Class Codes (SEC):

- ***ARC - Accounts Receivable Entry*** - An ACH debit created from a check received in the U.S. Mail or a drop box location and converted to an ACH debit. (Refer to Rules regarding items eligible for check conversion).
- ***BOC – Back Office Conversion*** – During back office processing, an ACH debit is created from a check received at the point of check being tendered or received at a “manned” bill payment location for in-person payments. (Refer to Rules regarding items eligible for check conversion).
- ***CCD – Corporate Credit or Debit*** – Either a credit or debit where funds are either distributed or consolidated between corporate entities.
- ***CTX - Corporate Trade Exchange*** – The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.
- ***IAT – International ACH Transaction*** – A debit or credit Entry that is part of a payment transaction involving a financial agency’s office that is not located in the territorial jurisdiction of the United States. (Refer to Rules for further definitional details)
- ***POP - Point-Of-Purchase***- ACH debit application used by Originators as a method of payment for the in-person purchase of goods or services by receivers (check conversion). (Refer to Rules regarding items eligible for check conversion).
- ***PPD - Prearranged Payment and Deposit***
  - **Direct Deposit** - The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
  - **Direct Payment** - Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount -- insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.
- ***RCK - Re-presented Check*** - An ACH debit application used by originators to re-present a consumer check that has been processed through the check collection system and returned because of insufficient or uncollected funds. (Refer to Rules regarding items eligible for check conversion).
- ***TEL - Telephone-Initiated Entry***– This is used for the origination of a single Entry debit transaction to a consumer’s account pursuant to an oral authorization obtained from the consumer via the telephone.
- ***WEB - Internet-Initiated Entry*** - A debit Entry or enrollment in recurring debit to a consumer account initiated by an Originator pursuant to an authorization that is obtained from the receiver via the Internet.

The above SEC Codes are the most commonly-used.

**2. Acknowledgement of the ACH Rules:** Company agrees to comply with and be bound by the current Rules in existence which may be amended from time to time. The duties of Company set forth in this Agreement in no way limit the requirements of complying with the Rules. Any fines or liabilities imposed against Financial Institution for a violation of the Rules caused by an action and/or inaction of Company may be assessed against Company. Costs associated with Rules publications and/or association membership will be the responsibility of Company. If Company utilizes third-party vendor or processor, Company will take such measures as may be necessary to ensure compliance with the Rules by such vendors and processors.

By using the ACH Origination Service, Company acknowledges receipt of the NACHA Operating Rules & Guidelines -Corporate Edition. Also, Company shall comply with the Operating Rules & Guidelines of the National Automated Clearing House Association as they exist as of the date of this Acknowledgement and on an ongoing basis as the rules are amended from time to time. Company acknowledges that it is the responsibility of the Company to be aware of and follow all rule changes as they are implemented.

Company further acknowledges and certifies the following:

- Company is not a subsidiary of a multi-national company.
- Company does not have foreign subsidiaries.
- Company does not remit payment to or collect monies from organizations or individuals outside the territorial jurisdiction of the United States via ACH.
- Company does not send payroll, pension, or benefit payments, via ACH, to individuals that have permanent resident addresses outside the territorial jurisdiction of the United States.
- If Company holds an account with a financial agency that has offices located in, or operates in, a place outside the territorial jurisdiction of the United States, Company will not credit or debit said account with said financial agency using ACH.
- Company will not conduct business, via ACH, with an office of a financial agency located outside the territorial jurisdiction of the United States and/or that serves as an intermediary in the settlement or processing of any part of a payment transaction that involves a financial agency located outside the territorial jurisdiction of the United States.
- Company will not initiate or participate in any ACH transaction that involves unlawful Internet gambling, as defined by the laws of the United States and the state of Florida.
- Company continues to acknowledge that the Automated Clearing House system may not be used in violation of, and the entries originated by Company must comply with, the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls.

**3. United States Laws and Regulations:** Company acknowledges that it will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to; sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).) Company agrees that the performance of any action by Financial Institution to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of the Financial Institution under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). Company agrees generally and warrants to Financial Institution that all actions by Company contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council (FFIEC).

**4. International ACH Transactions (IAT):** If Financial Institution agrees to process IAT's, Company agrees that any IAT Entry initiated or transmitted by Company to Financial Institution that is intended to settle in a country outside the United States will be in compliance with the laws and regulations of the receiving country. At Company's request, Financial Institution will assist Company with the form, format, and content of any such Entry prior to processing the Entry into the ACH network. Company agrees and acknowledges that any assistance by Financial Institution does not in any manner obligate Financial Institution for the accuracy or enforceability of the Entry in any country outside the United States. Company bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States. If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Financial Institution shall be permitted to rely upon any advice or instruction received by Financial Institution from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed. Company agrees and acknowledges that Financial Institution shall not be liable to Company for any loss or charge incurred by Company as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

**5. Underwriting:** Company approval for use of this Service may be subject to underwriting criteria established by Financial Institution from time to time. If Financial Institution requires application of underwriting criteria to Company approval for use of this Service, Financial Institution will communicate to Company the nature and content of that criteria and the information Company will be required to provide to Financial Institution. Company agrees to promptly provide Financial

Institution such financial, business and operating information as Financial Institution may request in connection with Financial Institution’s underwriting and approval process.

**6. Authorizations:** Before Company’s initiation of the first debit or credit Entry to a Customer’s account, Company will obtain a proper authorization in accordance with the Rules and U.S. laws. An authorization agreement must be readily identifiable as either an ACH credit or an ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the consumer or company understands the authorization to which he or she is agreeing. All debits to consumer accounts must be authorized by the consumer in writing and must be signed or similarly authenticated using a digital signature or other code, with the exception of Entries for RCK, ARC, and BOC, which require Company to provide the consumer with notice of the check conversion policy. For debit Entries, Company must provide the consumer with evidence of the authorization and information regarding the manner in which authorization can be revoked. Company, upon request, must present a copy of the Customer’s authorization to Financial Institution within 5 banking days. Company must retain the signed or authenticated authorization for a period of two calendar years following the termination or revocation of the authorization. Company will initiate no Entry after the termination or revocation of a consumer’s authorization.

The following table shows the proper SEC Codes to use depending on how you obtained the authorization to debit/credit an individual or company’s account:

<u>SEC Code</u>	<u>Debit / Credit</u>	<u>Authorization Method</u>
PPD	Debit or Credit	Document signed by individual or similarly authenticated
CCD, CTX	Debit or Credit	Document signed or verbal agreement by Company*
WEB	Debit Only	Via the Internet
TEL	Debit Only	Verbal authorization via the telephone. (phone line must be recorded line or notice sent)
POP	Debit Only	Check converted to electronic transaction at the Point-of-Purchase. Signature is required on authorization form
BOC	Debit Only	In-person presented check converted to electronic transaction during back office processing. Notice provided at point of check being tendered and purchaser takes it.
ARC		Check received via mail/courier and

	Debit Only	converted to electronic transaction. Notice on statement for each transaction
RCK	Debit Only	Notice equals authorization

- \* All transactions from a business account must be CCD or CTX. Please see the CCD and CTX definition in section 1 above or refer to the NACHA Rules for a detailed explanation.

**7. Prenotifications:** If Company chooses to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, it agrees not to initiate live dollar Entries until at least 6 banking days following the settlement date of the prenotification Entry. Prenotifications will be provided to Financial Institution in the format provided in the Rules. If Company receives notice that a prenotification has been rejected or returned, Company will research the problem and make any necessary corrections before transmitting another Entry.

**8. Notifications of Change:** Financial Institution will notify Company of Correction Entries (COR), which are commonly referred to as Notification of Change (NOC) Entries, received no later than 2 banking days after the settlement date of the NOC. Company agrees to make the changes submitted within 6 banking days of the receipt of the NOC information or before the next “live” Entry, whichever is later. If the NOC is incorrect, Company will generate a Refused NOC and deliver it to Financial Institution within 15 calendar days.

**9. Transmission of Entries and Security Procedures:** Company will transmit all Entries to Financial Institution on or before the deadlines described in this Agreement and the Service Profile. Company will conform all Entries to the format, content, data encryption, and other specifications contained in the Rules. Company authorizes Financial Institution to transmit all Entries received by Financial Institution from Company in accordance with the terms of this Agreement and to credit or debit such Entries to the specified accounts. Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the Service. Company agrees that they have read and will abide by the Business Internet Banking Fraud Prevention Best Practices.

If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.



Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Company's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

- Encryption is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in the ACH Network using commercially reasonable procedures and must be transmitted using security technology that is 128-bit RC4 technology (minimum standards).
- Authentication is a process of ensuring that files and data content have not been altered between the Originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity.
- Alert is a notification that informs you when a specific event has taken place. Account Related Alerts are available within Bank's Business Internet Banking Service (hereafter "Business Internet Banking") to assist you in knowing when ACH activity is occurring. Alerts can be sent to your online mailbox and can also be directed to your personal e-mail address. Selecting the appropriate alert(s) and maintaining a current e-mail address will help to keep you informed of activity affecting your bank account and ACH activity.

Company Agrees to the following Transmittal Process Requirements:

- The Company will submit all ACH files or ACH entries using Business Internet Banking.
- The Company is responsible for managing the service entitlements and passwords within Business Internet Banking to control security access by authorized individuals.
- The Company will use an internet browser with a minimum 128 bit encryption to access Business Internet Banking and ACH.
- The Company will review ACH History within Business Internet Banking to confirm transmit and confirmation of totals. Financial Institution should be contacted by phone immediately by an Authorized Contact to report any discrepancy and followed with written confirmation.
- The Company uploading "ACH Files" will review "ACH File Upload History" within Business Internet Banking to confirm file status and file contents. The Financial Institution should be contacted by phone immediately by an Authorized Contact to report any discrepancy and followed with written confirmation.

Should any of the above Process Requirements not be met, the file may be rejected by the Financial Institution and the Company will be notified.

**10. Financial Institution Obligations:** In a timely manner and in accordance with the Rules, Financial Institution will process, transmit, and settle for the Entries received from Company which comply with the terms of this Agreement, including the Security Procedures. Financial Institution shall have no obligation to transmit Entries if Company is in default of any of its obligations under this Agreement, including any obligation to pay Financial Institution.

**11. Warranties:** Company certifies to Financial Institution all warranties Financial Institution is deemed by the Rules to make with respect to Entries originated by Company. Without limiting the foregoing, Company warrants and agrees that (a) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit Entry is for the sum which, on the settlement date with respect to it will be owing to Company from the party whose account will be debited, is for a sum specified by such party to be paid to Company, or is a correction of a previously transmitted erroneous credit Entry; and (c) Company will comply with the terms of the Electronic Funds Transfer Act and Regulation E, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. For any RCK Entries, ARC Entries, BOC Entries, WEB Entries, and TEL Entries originated, Company certifies its compliance with all warranties made by Financial Institution pertaining to such Entries exchanged through the ACH Network. Company shall indemnify Financial Institution against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

**12. Data Retention:** Company shall retain data on file adequate to permit remaking of Entries for one calendar year following the date of their transmittal by Financial Institution as provided herein, and shall provide such data to Financial Institution upon its request. Company is responsible to retain all items, source documents and records of authorization in accordance with the Rules.

**13. Provisional Credit:** Company acknowledges that the Rules make provisional any credit given for an Entry until Financial Institution crediting the account specified in the Entry receives final settlement. If Financial Institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the party.

**14. Delivery Format, Deadline & Effective Date:** Financial Institution requires that ACH File upload files be in the form of an unbalanced file. This means a file contains only the originating items without any corresponding offset or settlement transaction. All ACH file upload files must be in the standard ACH format based on the NACHA Operating Rules. The following will also apply:

Credit Entries. Financial Institution reserves the right to require that Company pay Financial Institution in immediately available funds at the time of transmittal or at any time prior to settlement the amount of each credit Entry submitted by Company.

Debit Entries. Financial Institution shall on the applicable Settlement Date credit the account with the amount of each debit Entry transmitted to Financial Institution. In the

event any Entry is returned in accordance with the Rules by a Receiving Depository Financial Institution after Financial Institution has provided credit, Company shall, upon demand, repay Financial Institution the amount of the Return Entry. Financial Institution may require Company to maintain reserves in accordance with Section 21 of this Agreement. Entry Settlement. Company shall provide Financial Institution with immediately available funds not later than 8:00 a.m. local time on each Settlement Date sufficient to pay all Entries initiated by Company which are to be settled on that date. Company hereby authorizes and instructs Financial Institution to make deposits, withdrawals and transfers to and from Company's Accounts as appropriate or necessary in connection with any of the ACH services provided by Financial Institution under this Agreement. Notwithstanding anything in this Agreement to the contrary, Financial Institution reserves the right to require that sufficient collected funds be in Company's Accounts prior to the time any Entry is processed by Financial Institution under this Agreement.

Delivery Deadline. All ACH files must be received by Financial Institution no later than 4:00 p.m. EST to be processed on that same day. ACH files containing PPD or Consumer credit transactions must be transmitted or delivered to Financial Institution at least 2 banking days prior to the Effective Entry Date of the Entries contained within the file. ACH files containing debit transactions must be transmitted or delivered to Financial Institution at least 1 banking day prior to the Effective Entry Date of the Entries contained in the file.

Effective Entry Date. The Effective Entry Date (contained in the Company/Batch Header Record(s) of the ACH file) is a date specified by Company on which it intends an Entry to be posted and settled. The Effective Entry Date must be a future date and must not be a Saturday, a Sunday, or a holiday observed by the Federal Reserve Bank. The Effective Entry Date may be, but isn't necessarily always, the same date as the settlement of funds.

**15. Pre-Funding:** Financial Institution reserves the right to require Company to pre-fund an Account maintained at Financial Institution prior to the Settlement Date of the ACH file. Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company prior to initiating any Entries for which pre-funding is required. Financial Institution will not be obligated to process, transmit, or settle for the Entries received from Company if available funds are not on deposit.

**16. Settlement:** Company will maintain an Account with Financial Institution at all times during the term of this Agreement and until the period for Return Entries has elapsed. Company will maintain in the Account immediately available funds sufficient to cover all credit Entries originated and returns of debit Entries originated. Company authorizes Financial Institution to debit its Account in the amount of each file or batch as appropriate.

**17. Settlement Discrepancies:** The periodic statement issued by Financial Institution for Company's Account will reflect Entries credited and debited to Company's Account. Company agrees to notify Financial Institution within a reasonable time not to exceed 30 calendar days (except where applicable law provides a 60 calendar day review period) after Company receives a periodic statement of any discrepancy between Company's records and the information in the periodic statement. Company and Financial Institution agree to cooperate with the other party in performing loss recovery efforts in the event either party may be liable to the other for damages.

**18. Cancellation or Amendment of Entries:** Company shall have no right to cancel or amend any Entry/File after receipt of Entry/File by Financial Institution. However, Financial Institution shall use reasonable efforts to act on a request by Company to cancel an Entry/File before transmitting it to the ACH Network or processing it as an on-us Entry. Financial Institution shall have no liability if it fails to effect the cancellation.

**19. Rejection of Entries:** Financial Institution may reject any Entry/File, including an on-us Entry, which does not comply with the requirements of Sections 2 and 3 of this Agreement and may reject any Entry if Company is not otherwise in compliance with the terms of the Agreement. Financial Institution shall notify Company of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Network or, in the case of an on-us Entry, its effective Entry date. It shall be the responsibility of Company to remake any Entries or files rejected by Financial Institution or the ACH Operator.

**20. Return Entries:** Financial Institution shall notify Company of the receipt of a Return Entry from the ACH no later than 1 banking day after the banking day of such receipt. Financial Institution shall have no obligation to re-transmit a Return Entry if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Company authorizes Financial Institution to charge back returns to Company's designated Account the amount of any Return Entry as soon as information is made available to Financial Institution. Company will promptly provide immediately available funds to indemnify Financial Institution if any debit Entry is returned after Financial Institution has permitted Company to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by Financial Institution.

**21. Reversals:** Company may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions, as permitted by the Rules. In doing so Company warrants that it has initiated the Entries or files within 5 banking days of the original Entry or Entries and within 24 hours of discovery of the error. Company also warrants that the account holder of a reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing Entries and files, Company indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

**22. Reserves:** From time to time, Financial Institution shall evaluate Company's transaction activity for the purpose of establishing averages for transaction frequency, amount, and returns and adjustments. These evaluations will occur at least annually and may occur more frequently at Financial Institution's discretion. In connection with these evaluations, Financial Institution reserves the right to require Company to establish reserves with Financial Institution calculated by Financial Institution to cover Company's obligations to Financial Institution arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Financial Institution's periodic evaluations. The amount of reserves required by Financial Institution, if any, will be communicated directly to Company from time to time. Company agrees to establish reserves as required by Financial Institution within 5 banking days after receipt of a communication from Financial Institution setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Financial Institution may suspend ACH processing activity for Company if Company fails to establish the required amount of reserves within the time period specified by Financial Institution in its communication to Company.

**23. Name and Account Number Inconsistency:** Company acknowledges that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made as provided in the Rules on the basis of the account number even if it identifies a party different from the named receiver.

**24. Fees:** Company authorizes Financial Institution to debit its designated Account for services provided under the Agreement in accordance with the schedule of fees indicated on the Service Profile as Schedule B. Financial Institution may change its fees from time to time upon written notice to Company.

**25. Liability:** Financial Institution shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall Financial Institution have any liability for any consequential, special, punitive, or indirect loss or damage which Company may incur or suffer in connection with this Agreement. In addition, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond Financial Institution's control. Financial Institution shall not be held liable for any delay by an ACH Operator or Receiving Depository Financial Institution in processing any credit or debit Entry Company originates, nor shall it be held liable for the failure of a third party to process, credit, or debit any such Entry, or for other acts of omission.

**26. Exposure Limits:** Company shall comply with the monetary origination limits established by Financial Institution (See Exposure Limits in Schedule C of the Service Profile).

"Approved ACH Exposure" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Company by Financial Institution in writing from time to time.

"Maximum Total Daily ACH Exposure" means the aggregate dollar amount of all credit or debit Entries initiated by Company on any one processing day.

"Overlimit Entry" means an Entry the amount of which would cause the aggregate amount to exceed either the Approved ACH Exposure or the Maximum Total Daily ACH Exposure.

Company agrees that Financial Institution may process an Overlimit Entry submitted and approved by Company at its sole discretion. If approved by Company, an Overlimit Entry is considered to be a request for payment that may be acted upon by the Financial Institution at its sole discretion. Financial Institution will first suspend any Overlimit Entry submitted by Company and may, following its receipt of an Overlimit Entry; suspend all In-Process Entries. Company acknowledges that any Overlimit Entry or other In-Process Entries suspended by Financial Institution may not settle on their scheduled Effective Date. If Company wishes to initiate an Entry that would cause the amount of In-Process Entries to exceed the ACH Exposure, Company may submit to Financial Institution its request to initiate an Entry that otherwise would be an Overlimit Entry. Company must submit its request at least 2 banking days prior to the date on which Company wishes to initiate the Entry that otherwise would be an Overlimit Entry. Financial Institution may require from Company financial or other information in connection with Financial Institution's consideration of the request. Financial Institution may grant or deny Company's request at its sole discretion. In addition to the foregoing, Financial Institution generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in Financial Institution's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Company's Accounts. If any of the foregoing actions are taken by Financial Institution with respect to a particular preauthorized debit/credit Entry, Financial Institution will notify Company as promptly as practicable, but in no event later than 2 banking days after its decision.

**27. Security Interest:** In order to secure the prompt payment and performance of all of Company's obligations to Financial Institution under this Agreement, Company hereby grants to and in favor of Financial Institution a security interest in, to, and covering all of Company's Accounts maintained by Company with Financial Institution, including all amounts (including reserves) held in the Accounts at any time and from time to time. In the event Company initiates insolvency or bankruptcy proceedings, Financial Institution shall be deemed a secured party for all purposes with respect to the Accounts and all amounts held in the Accounts.

**28. Holidays:** Financial Institution will be closed on the following standard holidays observed by the Federal Reserve Bank. Financial Institution will not accept files for processing on the following days, as well as all Saturdays and Sundays. Be careful to make sure that these dates are not used as Effective Entry Dates. Use the list below or access the exact dates as provided by the Federal Reserve website at:

<http://www.frb.services.org/holidayschedules/index.html>

Holiday Calendar:

New Year's Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Presidents Day (Third Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Columbus Day (Second Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

**29. Inspection:** Upon reasonable notice from Financial Institution to Company, Financial Institution shall have the right to inspect Company's books and records and to make on-site visits to any and all Company locations with regard to all information deemed by Financial Institution to be necessary or pertinent to Company's use of ACH services provided by Financial Institution under this Agreement. Information subject to Financial Institution's right of inspection shall include all information maintained by Company with respect to Company's customers, clients, vendors and processors (including audits) if, in the opinion of Financial Institution, Company's relationship with such customers and clients is materially related to Company's ACH transaction activity conducted through Financial Institution under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed in the Rules.

**30. Glossary:**

“ACH Network” means the funds transfer system (network) governed by the NACHA Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.

“Account” means a demand deposit account or other deposit account Company has with Financial Institution that Financial Institution permits to be linked to a Service.

“Agreement” means the Agreement for ACH Origination, which may change from time to time. All references to Agreement include all Schedules, Service Profiles, Addendums and User Guides Financial Institution provides to Company from time to time.

“Effective Entry Date” means the date placed on an ACH transaction by the Originator of the transaction or the ODFI – it is normally the date the Originator or ODFI intends the transfer to take place.

“Electronic Funds Transfer Act” means the law passed by the US congress in 1978, which set out the rights and obligations of consumers and their financial institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank's Regulation E.

“Entries” mean Credit Entries and Debit Entries, including On-Ups Entries consistent with the NACHA Rules and also includes any data for entries or any prenotification entries.

“File” means a group of ACH entries stored for delivery to an ACH receiving point.

“ODFI or Originating Depository Financial Institution” means financial institutions that originate ACH transactions on behalf of its customers. ODFI’s must abide by the NACHA Operating Rules.

“Originator” means a company, individual or entity that initiates entries into the ACH Network.

“Password” means confidential, unique personal numbers, codes, marks, signs, public keys or other information composed of a string of characters used as a means of authenticating and accessing a Service.

“Pre-Funding” means that the Company’s deposit account will be debited at the time the ACH transactions or files are sent to Financial Institution for processing. Adequate funds must be available at that time or processing will suspend. Only ACH Credit originations are subject to Pre-Funding.

“RDFI or Receiving Depository Financial Institution” means a financial institution qualified by NACHA to receive ACH transactions.

“Regulation E” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

“Return Entry or Return Entries” mean any item, which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.



“Rules” mean the NACHA Operating Rules & Guidelines which provide a complete guide to the Rules and Regulations governing the ACH Network.

“SEC Codes” or Standard Entry Class codes mean the three-character code within an ACH company/batch header, which identifies the type of transactions within that batch (e.g. CCD, CTX, PPD, etc.).

“Security Procedures” means, unless we agree otherwise with you, the applicable security requirements and procedure for verifying the authenticity of Entries.

“Service” means the ACH Services and features of those services which Financial Institution may provide from time to time to Financial Institution’s commercial or small business customers.

“Settlement Date” means the date on which settlement occurs, i.e., funds actually change hands as a result of an ACH entry.

“Uniform Commercial Code Article 4A (UCC4A)” means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

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## **Business Internet Banking Service**

**1. Online Services Available:** Internet Banking may be used to obtain Bank products and services at the selected service level. Available services include obtaining account balance information, transaction history, funds transfer, viewing check images, payments and collections and stop payment requests. In some instances balances and transaction history may only reflect activity conducted through the close of the previous business day.

Seaside National Bank & Trust may, from time to time, introduce new online services. When this happens we will update our website to include them. By using an online service through Internet Banking, you agree to be bound by these Terms and Conditions, as modified at that time.

**2. Security:** Passwords must be 8-12 characters long. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO YOUR USER ID AND PASSWORD. THIS INCLUDES THE USE OF TRUSTEER RAPPORT SECURITY SOFTWARE AS OUTLINED IN THE PASSWORD AND SECURITY PROCEDURES SECTION BELOW. IF YOU BELIEVE THAT YOUR PASSWORD HAS BEEN STOLEN OR COMPROMISED, YOU AGREE TO IMMEDIATELY NOTIFY BANK AT THE TOLL-FREE NUMBER LISTED ABOVE (“see “Customer Support”). You assume the

entire risk for any fraudulent or unauthorized use of your User ID or password, excepting only losses directly resulting from the gross negligence or intentional misconduct of Bank, its employees or agents. You also assume the risk for any user IDs or passwords created by the Administrative Person designated by you.

**3. Password and Security Procedures:** When you begin to use the service, you will receive a Company ID, a User ID and a temporary password which will allow you access to your Account information. This Password should be changed upon the first use of the service. Passwords must be eight to twelve characters and may contain special characters.

The representative to whom we send the initial temporary password shall be the Administrator with the authority to administer your use of the services. You may designate one or more additional persons to serve as Administrators. The Administrator shall be responsible for managing access to and use of the Service by other persons and for limiting, where you deem appropriate, the level and extent of such access. The Administrator will assign unique user identification to such authorized persons and will set and, as needed, reset passwords for all users of the Service. You agree that Bank may rely on any instructions given by the Administrator in relation to the service and your accounts.

Any Service transactions, including but not limited to accessing account information, making transfers, giving transfer-related instructions or utilizing the electronic bill payment service, initiated on behalf of a commercial client by entering the correct password is deemed to have been effected with the full authority of the Board of Directors, members, general partners or other governing body, as applicable, of the client. Each time you access the Service to view account information or to perform any other service transaction, you will be required to enter your password. Bank has no obligation to verify, by telephone or by any other means, any transaction request it receives from you through the service. If any person's password is lost or stolen, or is known by an individual other than the Administrator, you must notify Bank immediately. Failure to notify Bank promptly could result in loss of funds. You may contact bank at 407-567-2222 to report any security breach. Bank reserves the right to prevent access to service should we have reason to believe the confidentiality of your passwords has been compromised.

Seaside National Bank & Trust has partnered with Trusteer (an IBM Company) to permit you to download and install Rapport Security Software. You agree to download and install Rapport on all desktop & laptop computers used to access Business Internet Banking. You agree to have Rapport software actively running at all times while attempting to login and throughout the Business Internet Banking session on all desktop & laptop computers used by you to access Business Internet Banking.

You understand that Bank has implemented security procedures for the purpose of verifying the authenticity of the payment instructions transmitted to bank by you and not for the purpose of detecting errors in such instructions. Such security procedure includes (i) a unique user identification and password, and (ii) encryption. You agree that such procedures constitute a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound

by any instruction issued by you and received and verified by bank in accordance with such security procedures, and you shall indemnify and hold bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instruction in good faith and in compliance with such security procedures.

**4. Computer Equipment and Software:** You are solely responsible for the maintenance, installations and operation of your computer and for the software used in accessing the Service. Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will Bank be responsible for any computer virus that affects your computer or the software while using the service.

By accessing the service through the World Wide Web, you agree that Bank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profits, lost data, business interruptions or attorney's fees).

Additionally, you must have an Internet Service Provider, and e-mail address, and a browser to utilize Service through the Internet. Bank requires the use of browsers that provide encryption using a 128-bit key. Bank recommends that Clients protect their valuable financial information by using the most secure encryption available. Bank is not liable for losses resulting from the use of 40-bit encryption. If you elect to use encryption using less than a 128-bit key, this will imply your acceptance of all associated risk.

**5. Account Authorization:** Any authorized representative of your business designated in the current depository resolution or the Business Internet Banking Application is authorized, subject to these User Terms and Conditions as modified from time to time, to:

- Access each Internet Banking accessible account(s) in any manner and for any purpose available through this service, whether now available or available in the future; and,
- Use any service in any manner and for any purpose available through Internet Banking, whether now available or available in the future.

**6. Waiver of Two Signature Requirement:** The provisions of any other account or loan agreement with Bank requiring two signatures on any check, draw request or other instruction shall not apply to any Internet Banking transaction, including any on-line bill payments. By initiating any on-line transaction you specifically waive any requirement for signatures or authorization from two or more authorized persons and release Bank from liability for acting in accordance with the on-line transaction. Any authorized person designated in the Business Internet Banking Authorization Agreement shall have authority to make Internet Banking transactions, including funds transfers and on-line bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g. by check) must be exercised jointly with one or more other persons.

**7. Funds Transfers:** You may transfer funds among any checking, savings, Money Market, or loan accounts maintained by you with Bank or external accounts which are accessible via Internet Banking.

Any transfer you make from your Savings or Money Market Account will count toward the six transfers or payments per statement period permitted under the terms of your Account Agreement. Fees may apply for transactions on Savings and Money Market Accounts. More information on fees can be found in the then current Schedule of Fees. The Bank may also close your Savings or Money Market Account in the event of excess transfers. A detailed explanation of the limitations of transfers, withdrawals and payments from this account can be found on your Account Agreement and Account Disclosure.

A transfer between internal Bank accounts or to an external, non-Seaside National Bank & Trust account, that is completed before the transfer cutoff time(s) on a business day will be posted from your Seaside National Bank & Trust account(s) the same day. All transfers completed after the transfer cutoff time on a business day or on a day that is not a business day, will be posted the next business day. The transfer cutoff time for **internal** transfers between Seaside National Bank & Trust accounts is 11:00 PM (Eastern Time). Different cutoff times apply for external/wire transfers.

**Provisions applicable to all internal and external funds transfer:**

- You agree that you will not initiate any funds transfer request that would cause the account balance to be less than \$0.
- You agree that Bank may act upon any funds transfer request that Bank reasonably believes is initiated or directed by an authorized person.
- Bank may reject any funds transfer request, which exceeds the collected and available funds on deposit with Bank in the applicable account. The Bank may, in its sole discretion, permit an overdraft to complete a funds transfer, and you agree to repay Bank immediately the amount of the overdraft plus any applicable fee. Bank is not obligated, however, to permit any further overdrafts or to give any notice that further overdrafts will not be permitted, regardless of how many overdrafts may have been permitted previously.
- You have no right to cancel or modify a funds transfer request after its receipt by Bank. Bank, in its sole discretion, may make reasonable efforts to cancel or modify the transaction if Bank has not yet acted upon the request.
- You acknowledge and agree that this Bank and any intermediary bank may rely solely on the transfer information provided by the Client, including bank identification numbers and account numbers, that identifies an intermediary bank or beneficiary bank in any funds transfer request, even if such number identifies a bank different from the intermediary bank or beneficiary bank identified by name in the external funds transfer order, and you agree

that neither this Bank nor any intermediary bank shall have any duty to identify any inconsistency in identification.

- YOU AGREE TO PROMPTLY NOTIFY BANK IN THE EVENT THAT YOU HAVE REASON TO BELIEVE THAT ANY FUNDS TRANSFER TO ANY EXTERNAL ACCOUNT WAS NOT COMPLETED OR RECEIVED.

**8. Agreement to Pay:** You agree to pay Seaside National Bank & Trust, without defense or set off, any and all loan advances obtained via Internet Banking by any authorized person and to pay any other charges (including finance charges, collection costs, or other amounts) due in accordance with the applicable loan or credit agreement. You also are responsible for repayment of any overdrafts that may be permitted by Bank pursuant to any funds transfer or online payment made via Internet Banking by any authorized person and to pay any applicable Bank fees or charges.

**9. Stop Payment Requests:** Stop payment orders may be transmitted by Internet Banking and must be received by the Bank by such time that the Bank will have a reasonable opportunity to act on it prior to the earlier of the payment of the check, draft or other item (“check”) by the Bank or the cutoff hour established by the Bank for receipt of such orders, if any. Internet Orders received after 11:00 pm Monday – Friday or on Saturdays, Sundays, or federal holidays will be considered received on the next banking day. Stop payment requests received via Internet Banking will be treated as a written stop payment order or confirmation. **THE BANK IS NOT BOUND BY A WRITTEN STOP PAYMENT ORDER AFTER 6 MONTHS FROM THE DATE OF A WRITTEN STOP PAYMENT ORDER OR CONFIRMATION UNLESS THE ORDER IS RENEWED EITHER VIA INTERNET BANKING OR BY SIGNING A STOP PAYMENT ORDER REQUEST FORM FOR ANOTHER SIX MONTHS.** Stopping payment on a check does not relieve you or any other signer of the check from liability on the check to a person who has taken the check for value, in good faith, and without notice of any defense or claim that you or any other signer of the check may have on the check.

By initiating a stop payment order, you agree to pay the stop payment fees identified in the Bank’s current fee schedule and authorize the Bank to deduct the fees from any account that you maintain at the Bank.

You understand the need for absolute accuracy in describing the check upon which stop payment is being requested. **IF ANY INFORMATION DESCRIBING THE CHECK IS NOT ACCURATE, THE BANK MAY NOT FIND THE ITEM AND THEREFORE THE CHECK WILL NOT BE STOPPED.** The Bank will not be liable for failing to stop payment on a check or for stopping payment on the check if the check is not accurately described by you. The Bank is obligated only to exercise good faith and ordinary care in complying with any stop payment order.

You indemnify and hold harmless the Bank against any loss, cost, expense, damage or liability (including reasonable attorneys’ fees) the Bank may sustain for stopping payment on any check described in a stop payment order.

**10. Tax Transfers:** All Electronic Funds Transfer (“EFT”) tax transfers will be made in accordance with these User Terms and Conditions, as modified in accordance herewith, the pre-approved Automated Clearing House (“ACH”) Agreement on file with the Bank, and the Operating Rules of the National Automated Clearing House Association (“NACHA Rules”).

NOTE: Approval from the IRS must be obtained prior to using this service. Approval can be gained by completing form 9779 or enrolling on-line at [www.eftps.gov](http://www.eftps.gov).

Any interruption in the Internet Banking service for any reason beyond our control will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for any failure by you in such circumstances to pay any tax.

**11. Bill Pay Service:** Seaside National Bank & Trust uses a non-affiliated third party acting on our behalf to process bill payments. This third party processor is required to adhere to the Bank’s strict standards of security and privacy protection. Paper checks processed by the non-affiliated third party may show that they are drawn on the third party processor rather than on Seaside National Bank & Trust.

We will not be obligated to make a payment unless the designated account has sufficient funds to pay the bill on the payment dates. If the account is closed and there are pending payments, all pending payments associated with that account will be cancelled. Bank will not have any responsibility for such cancelled payments.

We will not monitor the payments that are made through the bill payment service. If a business account is used to pay bills and a user pays bills which do not belong to the business, the business assumes the entire risk of loss and indemnifies and holds the Bank, Bank directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with such use.

You are responsible for furnishing all required information to add each Payee including name, address, phone number and account number. Additionally, you are responsible for entering the amount and the payment date for each payment request. Bank will not be responsible for validating any information supplied.

There will be a delay between the date the payment is sent (payment date) and the date the payee receives that payment. Any payments made through the bill pay service require sufficient time for your payee to receive your payment and credit your account properly. You will be solely responsible for scheduling payments sufficiently in advance of the due date to avoid incurring finance or late payment charges. Bill pay instructions delivered through Internet Banking must be received prior to 9:00 p.m. Eastern Time on a business day in order for payment to be issued on that business day.

We will not be responsible for any finance charges, late fees or other costs imposed or any other action taken by a payee resulting from a payment that you have not timely or accurately scheduled.

You agree to notify the Bank promptly if you receive a notice or otherwise have reason to believe that any bill payment made by you through Internet Banking was not completed or remains unpaid.

To delete or modify a scheduled bill payment, you must use the “delete payment” option clearly marked on the Internet Banking website. INSTRUCTIONS TO DELETE OR MODIFY A BILL PAYMENT MUST BE RECEIVED BY BANK AT LEAST ONE BUSINESS DAY PRIOR TO THE SCHEDULED PAYMENT DATE TO BE EFFECTIVE.

We will not be liable if there are insufficient available funds or credit availability in the checking account at the time of any scheduled payment; if a legal order directs us to prohibit withdrawals from the account; if the account is closed or frozen; or if any part of the electronic funds transfer system outside of our control is not working properly. We will not be liable in any event for indirect, special, or consequential damages arising out of the use of the bill payment service.

**12. Liability:** Our liability to you is as stated in these User Terms and Conditions and as further explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your deposit and/or loan account(s). Under no circumstances will we have any liability to you for failing at any time to provide access to your accounts through this service. Except as otherwise required by applicable law, the Bank’s responsibility and liabilities in providing Internet Banking services shall be as expressly stated in these User Terms and Conditions, as modified in accordance herewith.

BANK, ITS AFFILIATES, SERVICE PROVIDERS AND AGENTS WILL INCUR NO LIABILITY FOR LATE OR UNSUCCESSFUL BILL PAYMENT ATTEMPTS, TRANSACTIONS OR TRANSFER ATTEMPTS: IF THE DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS; IF THE MONEY IN THE ACCOUNT IS SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCES RESTRICTING ITS TRANSFER; IF INCOMPLETE OR INACCURATE INFORMATION IS FORWARDED TO BANK BY THE UNITED STATES TREASURY OR THROUGH AN AUTOMATED CLEARING HOUSE; IF THE USER ID OR PASSWORD HAS BEEN REPORTED AS LOST OR STOLEN; IF THE INTERNET BANKING SERVICE OR BANK WEBSITE IS MALFUNCTIONING AND YOU HAVE BEEN SO ADVISED; IF YOU HAVE FAILED TO PROVIDE PROPER PAYEE INFORMATION, FAILED TO PROPERLY FOLLOW BILL PAYMENT INSTRUCTIONS, THE PAYEE OR TRANSFER RECIPIENT MISHANDLES OR DELAYS A PAYMENT OR TRANSFER; IF BANK HAS REASONABLE GROUNDS TO BELIEVE THAT SUCH TRANSFER OR BILL PAYMENT IS UNAUTHORIZED; IF YOUR COMPUTER EQUIPMENT, SOFTWARE OR INTERNET CONNECTION OR INTERNET SERVICE PROVIDER WAS MALFUNCTIONING AT THE TIME SUCH TRANSFER OR BILL PAYMENT ATTEMPT WAS MADE, OR FOR ANY CIRCUMSTANCES BEYOND BANK’S CONTROL, INCLUDING ANY NATURAL DISASTERS, DELAYS IN MAIL SERVICE, OR OTHER FORCE MAJEURE EVENTS.

IN NO EVENT WILL BANK OR ITS SERVICE PROVIDERS OR OTHER AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES, WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE OR THEY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States, including without limitation, regulations of the Office of Foreign Asset Control (OFAC)
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

**13. Changes:** Except where prior notice or authorization is required by law, we may change these Terms and Conditions at any time. When changes are made we will update the information on the Bank's Internet Banking Website or in writing to you. You may decline to accept the changes by discontinuing use of the Internet Banking service. Continued use of the Internet Banking service following posting of any changes shall constitute acceptance of those changes. Changes to Bank's schedule of fees and charges for Internet Banking services shall be effective thirty (30) days after posting.

**14. Fees and Charges:** You agree to pay the associated fees for Business Internet Banking and any relative services accessed through the Service. You agree that we may change the terms of this Service Agreement, including the fees, at any time and you will be notified of such change by mail or by electronic message. You understand and agree that by using the Service after any change becomes effective, you will have agreed to the changes.

**15. System Hours of Operation:** System hours of operation are generally 24 hours a day, seven days a week. Scheduled maintenance may occur on Sunday from 2 a.m. to 9 a.m.

**16. Customer Support:** Operational Support is available on business days at 1-800-593-4345 from 8:00 AM to 8:00 PM Eastern Time. Additional customer support is available on business days at



407-567-2222 from 8:00 AM to 5:00 PM Eastern time and via mail message within the system entitlement menu under Customer Support and Contact Us.

**17. Business Days:** Business days are Monday through Friday except for federal holidays. Transactions initiated on Saturday, Sunday or any federal holiday will be processed by Seaside National Bank & Trust (hereinafter referred to as "Bank") on the next business day.

**18. Account Access:** Subject to the terms of the Business Internet Banking Service Agreement, you will generally be able to access your accounts through the Bank website 24 hours a day, seven days a week. At certain times, Internet Banking may not be available due to scheduled system maintenance or circumstances beyond our control. Account access may be gained by calling the Bank's Customer Service during regular business hours. Scheduled downtime for routine system maintenance will be performed on Sundays between the hours of 2 AM and 9 AM (Eastern Time).

The following services are subject to the following cutoff hours (Eastern Time) on business days:

- Wire Transfers
  - Domestic - 4:00 PM
  - International - 2:30 PM
- ACH Payment and Collection- 4 PM
- Stop payment- 11 PM
- Bill Payment- 9 PM
- Book/Express Transfer – 11 PM

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## Check Positive Pay Service

**1. Introduction:** Check Positive Pay Service (Positive Pay) is a fraud detection tool provided to business customers who wish to actively participate and manage the process of authorizing and approving checks for payment against their Seaside checking account. This Service is delivered exclusively through Seaside's Business Internet Banking product. You agree to implement procedures to assure that only your authorized employees have the ability to communicate check issue or decision information to the Bank. With this Service, if you provide us with Check Issue information containing the serial numbers and amounts (exact dollars and cents) of the checks that you issue, we will compare the list with the information that is contained on Checks and Check Images presented to us for payment against your designated account. If the information matches, we will treat the matching items as validly issued and properly payable, and will process such items for payment. If the information does not match or the item is otherwise deemed to be an exception item, we will use the Service to provide you with an exception report that describes each exception item and the reason for the exception. You must then advise us through the Service if you want us to pay or return an exception item. Unless you notify us through the Service not to pay an item, we may consider it to be validly issued and properly payable, and may pay the item. Your instruction to

pay an exception item (or your failure to instruct us not to pay it) shall be considered your ratification of our payment of the item. We may refuse to pay any item if there are insufficient collected and available funds in your account to cover the item.

**2. Checks Covered by Service:** This Service applies to checks that are presented for payment through normal interbank clearing and posted to your account each night. It is not designed to compare your list of issued checks against ACH items or items that have been converted to automated clearinghouse transactions (i.e. RCK, POP, BOC etc.). The Service does not apply to items that have already been presented or finally paid before the effective date of any listing. We will not be obligated to verify signatures on any checks that match the information you provide or that you fail to reject. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on the process described above and that it will be deemed an acceptable standard of care for this Service and your account. You understand that the Service may not identify counterfeit or duplicate checks which contain the same check serial number and amount as the items described in your Check Issue File. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information that we make available to you.

**3. Issue Information and Timing:** You agree to provide check information and instructions to us in the manner, form and format that we specify for the Service. You assume full responsibility for the completeness and accuracy of all information furnished to us. Our willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and we may discontinue processing nonconforming information without prior notice. We must receive your Check Issue listing on or before our cutoff hour (currently 6:00 p.m., Eastern Time) each business day and prior to the delivery of your checks to the designated payee. Files received after that hour or on non-business days may not be processed by us until the following business day. We will provide you with information on exception items by approximately 9:00 a.m. (Eastern Time) on the following business day. You must review the report and instruct us to pay or return exception items by 11:00 a.m. (Eastern Time) the same business day.

**4. Our Liability:** We are liable to you only for actual damages incurred by you as a direct result of our failure to exercise reasonable care in providing the Service. Our liability to you under this Agreement, will not exceed the monthly fees paid by you to us in connection with this Service during the 12 months immediately preceding such failure. In no event will we be liable for indirect, consequential, special or punitive damages, loss, costs or expenses, including any omissions by you or your officers, employees or agents, or for the acts of any other person or entity, including but not limited to any clearing house association or processor or any Federal Reserve bank. We will not be liable for any failure or delay in performing any obligations under the Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster, emergency conditions,

legal constraint or government action, breakdown or failure of equipment, or your act, omission, negligence or fault.

**5. Fees:** Company authorizes Financial Institution to debit its designated Account for services provided under the Agreement in accordance with the fees indicated on the Service Profile. Financial Institution may change its fees from time to time upon written notice to Company.

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### **Concierge Courier Service**

**1. Service:** The Service shall operate as follows. The Courier will arrive on the days (excluding Bank holidays) and times and at the locations agreed upon by Bank and Depositor from time to time to pick up deposits from Depositor, which deposits will be delivered by the Courier to Bank for deposit into the Depositor's account at Bank (Account). The Courier is an independent courier service and shall for all purposes be considered the agent of Depositor. The Bank is not and shall not be considered an insurer of any deposits placed with the Courier. The Bank shall not assume responsibility for collection or be considered to have received any deposit until the deposit(s) are actually delivered to and received by the Bank. Similarly, any items returned or sent to the Depositor by the Bank shall be deemed received by the Depositor when delivered by the Bank to the Courier.

**2. Depositor's Responsibilities:** In order to protect both Depositor and Bank, Depositor shall have the following responsibilities in using the Service:

(a) Items placed with the Courier by Depositor for delivery to Bank shall be (i) restrictively endorsed "for deposit only" to the Account, (ii) enclosed in a tamper-evident deposit bag furnished by Bank, and (iii) accompanied by a deposit ticket, in duplicate, which lists the contents thereof. Courier shall not be obligated, nor authorized, to open or inspect the contents of any deposit bag prior to its delivery by the Courier to Bank. If the contents of the deposit bag do not conform with the itemized list on the accompanying deposit ticket prepared by Depositor, Bank may deposit such items as are found therein and shall report any discrepancy to Depositor in a reasonable manner. The deposit bag shall contain no property other than:

1) Deposit slip(s) indicating the total dollar amount of such negotiable instruments and the account(s) of the Depositor in which such items are to be deposited.

2) Currency and coins shall not exceed \$2,500.

(b) Depositor shall maintain adequate and complete records of all items placed with the Courier, including but not limited to photocopies or carbon copies of all items and deposit tickets. Depositor agrees to notify Bank within seven (7) days of receipt of the monthly account statement for the account of any discrepancies between Depositor's records and deposits with the Courier and

the deposits reflected on such account statement. The risk of any loss or shortage is expressly assumed by the Depositor.

(c) Depositor agrees that the responsibilities of the Depositor set forth above establish reasonable standards to govern the conduct of Bank and Depositor with respect to the Service and acknowledges that such standards are necessary for the protection of both Bank and Depositor. Depositor acknowledges that the failure by Depositor to comply with such responsibilities may result in lost misdirected or late deposits, and Bank shall have no liability for any loss resulting from Depositor's actions.

**3. Fees:** The initial monthly fee for the Service is indicated on the Concierge Courier Service Profile and **shall be recognized with other services on the account analysis statement applicable to the Depositor utilizing the Service or directly charged to the Depositor's account.** Depositor authorizes Financial Institution to debit its designated Account for services provided under the Agreement in accordance with the fees indicated on the Service Profile. Financial Institution may change its fees from time to time upon written notice to Company.

**4. Deadline for Same-Day Crediting of Deposits:** Any items received by the bank from the courier after 4:00 P.M. of any regular banking day or at any time on a day in which Bank is not regularly open for business need not be, and at the option of the Bank shall not be, opened, verified or credited by Bank until its next regular banking day. Time or required receipt of deposit for same day credit may be adjusted by bank as necessary with prior written notice to customer.

**5. Standard of Care:** The Bank shall have no liability to the Depositor for any action or non-action on its part, or on the part of the Courier, except in the case of the Bank's gross negligence or willful misconduct. Under no circumstances, will the Bank be liable to any party, including the Depositor, for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense or loss of business, profits or revenue, goodwill or anticipated savings, even if advised of the possibility of such loss, damage, cost or expense.

**6. Independent Contractor/Limits on Liability:** The Courier is an independent contractor and is not an agent or employee of Bank. The Courier shall be solely responsible for all deposits while such deposits are in its custody, and Bank shall under no circumstances be responsible for, or have any liability for, any deposits until such deposits are received by Bank at Bank's designated location(s).

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## Line of Credit Sweep Service

**1. Description:** The Line of Credit Sweep service allows you to manage your cash flow by maintaining a target balance in a deposit account by either transferring all collected cash in excess of a target balance to pay down a line of credit or by transferring funds necessary to increase the

balance in a deposit account to the target balance by drawing on a line of credit. Company understands that all transfers to and from accounts are subject to available funds and that transfers may be rounded to the nearest thousand at Banks discretion.

**2. Daily Sweep Calculation and Transfers:** Client hereby authorizes Bank to transfer funds from the Deposit Account indicated in the Line of Credit Sweep Service Profile to the Line of Credit Account indicated on the Line of Credit Sweep Service Profile, and from the Line of Credit Account to the Deposit Account, as described herein:

(a) If the balance in the Deposit Account at the time of review exceeds the target balance shown on the Line of Credit Sweep Service Profile, then monies in excess of the Target Balance will be transferred from the Deposit Account to the Line of Credit Account making the transfer effective on the same business day.

(b) If the balance in the Deposit Account at the time of review is less than the Target Balance, then funds will be withdrawn and transferred from the Line of Credit Account to the Deposit Account to reestablish the Target Balance making the transfer effective on the same business day.

(c) The transfers described in clauses (a) and (b) above are subject to funds being available for withdrawal in the Line of Credit Account and Deposit Account, as applicable. Bank has no obligation to Client to allow transfers when the account to be debited has insufficient or uncollected funds available for the transfer, and Bank will have no liability to Client for not allowing such insufficient funds transfers. Transfers will not take place the day before a Line of Credit is going to expire/terminate unless the Line of Credit is renewed beforehand. If a Line of Credit does expire/terminate, so does the Line of Credit Sweep Service. Client is responsible for ensuring they have an active Line of Credit established for the Line of Credit Sweep Service and that the Line of Credit has 2 or more business days of funds availability. Bank may re-establish the Line of Credit Sweep Service after renewal or extension of the Line of Credit at its sole discretion by following the instructions on the approved Line of Credit Sweep Service Profile previously on file.

**3. Fees:** The initial monthly fee for the Service is indicated on the Line of Credit Sweep Service Profile and shall be recognized with other services on the account analysis statement applicable to the Depositor utilizing the Service or directly charged to the Depositor's account. Depositor authorizes Bank to debit its designated Account for services provided under the Agreement in accordance with the fees indicated on the Service Profile. Bank may change its fees from time to time upon written notice to Company.

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## Remote Deposit Capture Service

### 1. Definitions:

“Account” means the Client’s designated deposit account(s) at the Bank that have been pre-approved and listed on the Remote Deposit Capture Service Profile for use with the Remote Deposit Capture Service.

“Banking Day” means any calendar day which is a Federal Reserve banking day and on which day Bank is open for business.

“Check” means a draft, payable on demand and drawn on or payable in U.S. dollars through or at an office of a U.S. bank that is handled for forward collection, including a Substitute Check and a traveler’s check; and does not include a non-cash item payable in a medium other than United States dollars.

“Remote Deposit Capture Service” or the “Service” means all information, web-based services, technological infrastructure and installed software on the Client’ computers, which allow the Client to submit Checks for deposit through the Internet.

“Security Procedures” means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Client to communicate through the Internet for the Remote Deposit Capture Service.

“Services” means all duties to be performed by the Bank regarding the Remote Deposit Capture Service.

“Substitute Check” means a paper reproduction of the original check (as defined in the Check Clearing For the 21<sup>st</sup> Century Act, also known as Check 21, and implemented through Regulation CC) that: a) contains an image of the front and back of the original check; b) bears a MICR line containing all the information on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and d) is suitable for automated processing in the same manner as the original check.

“Non-Conforming Image” means items that do not meet Federal Reserve Bank standards for image clearing. This term encompasses all items which do not conform to image quality standards as well as items that are ineligible for image clearing (such as items drawn on foreign institutions, items in foreign currencies, US savings bonds and non-negotiable items).

## **2. Duties and Responsibilities of the Bank:**

- a) Use of Service. Under the terms and conditions of this Agreement, Bank hereby grants to Client a non-exclusive ability to utilize the Remote Deposit Capture Service through the Internet or by creating information to deposit checks through the software provided by the Bank, and to use the Bank’s proprietary documentation for the term of this Agreement.

b) Processing. Bank will process and deposit into the Account, Checks submitted by Client through the Remote Deposit Capture Service in accordance with Bank's internal procedures and all state and federal laws during any Banking Day, subject to the Cutoff Time as stated in Schedule A. Bank will not examine Checks to verify any data or dates. Bank will process the Check according to the amount entered by Client, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the Check according to the written amount, and Bank may correct the amount entered by the Client. If the Check is ambiguous, Bank may return the check as an exception. Checks made payable to the Client or any reasonable derivation thereof, are acceptable for deposit. If a Check does not have the necessary information to be processed by the Bank, then the Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to the Client, and not deposited or otherwise reflected in the account of Client. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

c) Reporting. Bank will make reports regarding the Remote Deposit Capture Service available through a Bank designated web page, which the Client may access through the Internet. Specifically, the Bank shall make available from time to time a report stating the total amount deposited to the Account, as well as a listing of individual items deposited, which the Client may access through the Internet.

### **3. Duties and Responsibilities of the Client:**

a) Technical Requirements. The Client assumes all responsibility for familiarizing itself with the Remote Deposit Capture Service requirements and processes concerning hardware, software, transmission medium, image quality and any other requirements set forth by Bank.

b) Use of Remote Deposit Capture Service. The Client shall submit valid Checks payable to Client by using the Remote Deposit Capture Service. Checks must be properly endorsed and deposited into an Account titled in the same manner. Third-party checks are not acceptable. Client shall capture an image of the Check or Checks and the associated MICR data using approved hardware as listed in the User Manual. If applicable, Client agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Capture Service in the data field provided. Client agrees not to capture more than one image of any original check (no duplicates) and will not transmit an image more than once. Client agrees not to deposit, negotiate, or otherwise transfer any original check to any other person or entity after it has been captured and transmitted to Bank. Client agrees to abide by the User Manual and procedures for using the Remote Deposit Capture Service. Client agrees to retain the original Check in a secure manner for a period of 30 days, and then destroy the original Check using a secure method. The Client must establish Security Procedures to safeguard original checks during the retention period to prevent the risk of theft, reproduction; unauthorized use; or the possibility of any fraudulent activity. Client

must establish procedures for proper and secure destruction of all checks after the retention period. The Client agrees to keep confidential all information contained in any check of a personal nonpublic nature to the same extent that the Bank would be required by applicable law to keep confidential the same information. The Client agrees that the Bank is not required to, and will not, make or keep copies of any checks, substitute checks or electronic files or records relating thereto except as required by laws governing banking.

c) Image Quality. Captured images shall be of such quality that the following information can be clearly read by sight review of the images: the amount of the item, the payee, the drawers signature, the date, the item number, the information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line and other information placed on the item prior to the time the image of the item is captured, such as any required identification written on the front of the item and any endorsements applied to the back of the item. Each check captured and transmitted by the Client to the Bank must strictly comply with the requirements as to enable Bank or the reconverting bank to create a Substitute Check that complies with the requisite requirements for legal equivalency under the Check 21 Act. Client will accept as a charge back to the account any Non-Conforming Image received by Bank for deposit to Clients Account.

d) Software, Internet, and Hardware. The Client will comply with all software, internet and hardware requirements of the User Manual as updated from time to time. Client is responsible for acquiring and maintaining all approved hardware and software necessary to operate the Service. It is the Client's sole responsibility to secure the operating environment by use of updated antivirus software, security patches, firewalls and other measures deemed appropriate to provide a secure environment. Client's use of a Bank-owned scanner, as evidenced in the Service Profile, is restricted to Banks Remote Deposit Capture Service and shall not be authorized for any other use or purpose. Client agrees to maintain and return any Bank-owned hardware immediately upon termination of the Service. Failure to promptly return or properly maintain a Bank-owned scanner may result in a service charge, not to exceed the cost of the scanner. In no event shall Bank be liable for loss or other damages occurring as a result of any failure of such equipment or software to perform.

e) Rejection of Transmission. Bank may reject any transmission or any portion thereof which does not strictly comply with the requirements of sections 3(a), 3(b), 3(c) or 3(d). In the event that Bank rejects a transmission, it shall be the sole responsibility of Client to retransmit such rejected transmission. Bank shall have no liability for rejection of transmissions. Bank will have the sole and exclusive right to make the determination of whether a transmission or any portion thereof complies with the requirements of section 3(a), 3(b), 3(c) or 3(d).

f) Fee for Services. Client shall compensate Bank for the performance of the Service in accordance with the pricing established by Bank, which is included on the Remote Deposit Capture Service Profile. Amounts payable by Client to Bank shall be collected on a monthly



basis by Bank. Bank may collect any of the foregoing amounts and any other amounts due by Client to Bank hereunder or in connection with the provision of the Service to Client by debiting any of Client's accounts with Bank and/or setting off against any amounts Bank owes Client, without any obligation to give prior notice thereof to Client. Bank may change pricing from time to time by providing Client with written notice of a pricing change. If Client does not accept the pricing change, then Client must notify Bank within fifteen (15) days of the effective date of the pricing change. Client shall also pay any sales use or similar tax applicable to the Service. If Bank is required to pay any such taxes, Client shall reimburse Bank upon demand. Client shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Client may owe to Bank in connection with the Service. Bank shall also have the right to credit or debit any accounts of Client with Bank to correct any processing irregularity in connection with the Service.

#### **4. Representations, Warranties, Covenants, and Liability:**

a) Representations and Warranties. Client and Bank each represents and warrants to the other, as of the date this Agreement is entered into and at the time the Service is used or performed, that: (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Service used or performed by it; (iii) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (iv) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or the Service used or performed by it has been obtained. Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of the Services for Client, or as to the compatibility of Bank's software, equipment or communication interfaces with those of Client. The Client represents and warrants that: (i) it is fully authorized to enter into and perform under this Agreement, and that this Agreement constitutes its legal, valid and binding obligation; (ii) the Client is solvent and in good standing in the State of its organization; (iii) it is not the present intent of the Client to seek protection under any bankruptcy laws; (iv) its Checks are currently and were at the time of their creation, bona fide and existing obligations of Clients of the Client, free and clear of all security interests, liens, and claims whatsoever of third parties and are not now nor have they ever been declared in default; (v) the documentation under which the Checks are payable authorize the payee to charge and collect the monies owed ; (vi) all Checks and all documents and practices related to them comply with all applicable federal and state laws.

b) Covenants. The Client covenants that it will: (i) allow the Bank to review, audit and inspect the Clients Remote Deposit Capture function during reasonable Client hours, and the Client will supply, all financial information, financial records, and documentation of the Client regarding the Checks that the Bank may request; (ii) the Checks submitted by Client

are valid Checks, the Client will reimburse and indemnify the Bank for all loss, damage and expenses, including reasonable attorneys' fees, incurred in defending such transactions as invalid or fraudulent Checks; and (iii) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Client, the Client will not oppose or object to any motion by the Bank seeking relief from the automatic stay provisions of such laws.

c) Contingency. In the event Client cannot use the Service to process its Checks for deposit (unable to capture or transmit), then Client may deliver the original Checks to the nearest branch location of Bank or send by overnight delivery at Client's expense to a location designated by Bank for emergency conditions.

d) Liability. Bank will exercise ordinary care in providing the Service and will not be responsible for any loss sustained by Client except to the extent such loss is caused by Bank's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Service which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Client or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. Bank has no responsibility for images or image files that are lost, destroyed or damaged during transmission, *i.e.*, prior to receipt and validation by the Bank at its processing center. If Bank fails to credit any of Client's accounts utilized in connection with the Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability therefore, including any loss resulting from failure by Client to invest the amount of funds not properly credited to the account.

**5. Security Procedures and Communications:** Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Client might be used in connection with the Service. Client agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance

with the Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Client. If Bank complies with the Security Procedures in respect of a communication, Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Client shall be bound by, any communication sent in the name of Client, whether or not authorized. Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Client of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Client shall not disclose such security device except to employees or agents authorized to act for Client in connection with the Service. Client shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened. Client shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Client's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

When you begin to use the service, you will receive a User ID and a temporary password which will allow you access to your deposit site. This Password should be changed upon the first use of the service. The representative to whom we send the initial temporary password shall be the Administrator with the authority to administer your use of the services. You may designate one or more additional persons to serve as Administrators. The Administrator shall be responsible for managing access to and use of the Service by other persons and for limiting, where you deem appropriate, the level and extent of such access. The Administrator will assign unique user identification to such authorized persons and will set and, as needed, reset passwords for all users of the Service. You agree that Bank may rely on any instructions given by the Administrator in relation to the service and your accounts.

**6. Confidentiality:** All user guides, manuals, data, software, processes and other information provided to Client in connection with the Service and all fee and pricing information with respect to the Service ("Information") is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Client agrees to use the Information only in the manner specified by Bank and in the ordinary course of Client's business, to return it to Bank upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Client is required to disclose the Information by law.

**7. Intermediaries: Bank may act on any communication and provide the Service using any payment system or intermediary organization it reasonably selects.** Bank's performance of the Service is subject to the rules and regulations of any such system or organization. Bank may engage third parties to provide the Service. Bank shall have no obligation to disclose arrangements with third parties to Client or obtain Client's consent thereto. Client authorizes the transfer of information relating to Client to agents of Bank or Client for use in connection with the Service or as required by law.

**8. Recordings and Records:** Either Client or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service. Client agrees to Bank's telephonic or electronic recording for security and quality of service purposes.

**9. Discrepancies:** Client shall promptly notify Bank in writing of any error in connection with the Service and any discrepancies between any records maintained by Client and any notice Client receives from Bank with respect to the Service, and shall provide Bank with any information it may reasonably request in connection therewith. Client agrees that fourteen (14) days is a reasonable time for Client to notify Bank of errors or discrepancies, unless any other agreements, or laws, rules or regulations provide for a shorter period. Bank shall have the right to correct the amount in the data field for any Check that has an incorrect amount to be consistent with the image of the Check. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to Client's Account, Bank will make the necessary adjustment to the Account to correct the discrepancy.

**10. Financial Accommodation:** Client and Bank agree that this Agreement and the Services constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. §365.

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## Wire Transfer Service

**1. Utilization of Wire Services:** Customer may not initiate a Wire Transfer Request until customer executes and returns the Treasury Management Master Agreement and approves the Wire Transfer Service Profile, designating those individuals Customer authorizes to initiate Wire Transfer Requests ("Authorized Representatives"). Customer requests to be able to initiate both Domestic and International Wire Transfers.

**2. Security:** To verify that a Wire Transfer Request, or a communication amending or canceling a Wire Transfer Request, is the Wire Transfer Request of Customer, Bank shall provide Customer with a security procedure. Bank and Customer agree to use a unique Wire Transfer Authorization Code as a security identification procedure only and it is NOT intended to detect error in the content or transmission of a Wire Transfer Request or communication. Customer's Authorized Representative shall provide Bank with a unique Wire Transfer Authorization Code when initiating, amending, verifying or canceling a Wire Transfer Request. Customer is responsible for the

confidentiality of the Wire Transfer Authorization Codes and for insuring that only Customer's Authorized Representative(s) have access to the Wire Transfer Authorization Codes. Bank may execute any Wire Transfer Request where Bank is provided a Wire Transfer Authorization Code properly assigned to Customer thereby assuming that such Wire Transfer Request is authorized. Customer is responsible and assumes all liabilities in connection with an Order where a valid Wire Transfer Authorization Code is used. Customer agrees to notify Bank immediately if the security procedure is breached. Bank may make and retain for ninety (90) days after execution of the Wire Transfer request a recording of all verbal or electronic Orders. Bank may change the assigned Wire Transfer Authorization Codes from time to time upon five (5) days notice to any Authorized Representative.

a. Wire requests may be initiated using Bank's Business Internet Banking product if customer is properly enrolled. Customer's designated "Administrator(s)" manage authorities through the use of User ID's and Passwords. Customer is solely responsible for limiting wire transfer access to Authorized Representatives. Bank may rely on all wire transfer instructions received through Business Internet Banking as though they were received from an Authorized Representative on the Wire Transfer Service Profile.

**3. Funds Transfer Risk:** By giving Authorized Representative(s) the ability to initiate Wire Transfer Requests in accordance with this Agreement, Customer assumes certain risks and responsibilities with respect to the actions of that individual(s). Customer warrants and agrees that no individual(s) shall be allowed to initiate Wire Transfer Requests in the absence of proper supervision and adequate safeguards. Customer assumes full responsibility for any and all loss, liability and damages associated with Wire Transfer Requests originated by instructions given to Bank by Customer's Authorized Representative(s). Customer agrees to regularly and promptly review all Wire Transfer Requests. Customer reviews shall be conducted by persons other than Authorized Representative(s).

**4. Initiating Transfers:** Customer's Authorized Representative(s), listed in the Wire Transfer Service Profile may direct Bank to execute a Wire Transfer Request from any of Customer's authorized accounts, listed on the Service Profile, and identified in the Wire Transfer Request to any other Bank account or to another institution.

a. Wire Transfer Requests, Amendments and Cancellations properly initiated under the terms of this Agreement, will be accepted during the normal business hours of the Bank's Wire Transfer Department (See Executing Wire Transfer Requests).

b. Upon Bank's receipt of a request by Customer's Authorized Representative(s) to amend or cancel a Wire Transfer Request(s) Bank agrees:

b.1. If the Wire Transfer Request(s) is in Bank's possession and has not been executed, Bank will amend or cancel provided said amendment or cancellation is in accordance with the terms and conditions of this Agreement; or

b.2. Bank agrees to use reasonable efforts to amend or reverse a transmitted Wire Transfer Request(s).

b.3. Wire Transfer Requests to amend or cancel may be initiated only by Customer's Authorized Representatives listed on the Wire Transfer Service Profile.

c. Some Wire Transfer Requests may require a call back verification prior to execution.

**5. Honoring Wire Transfer Requests:** Bank will honor a Wire Transfer Request(s) only if the Authorized Representative(s) initiating the Wire Transfer Request(s) provides Bank with information as required by Bank or if request is received through the Business Internet Banking product. Bank will be under no obligation to honor, either in whole or part, any Wire Transfer Request which:

- a. Exceeds Customer's collected and available funds on deposit with Bank; or
- b. Bank has reason to believe Representative may not be authorized by Customer; or
- c. Involves funds subject to a hold dispute or legal process preventing their withdrawal; or
- d. Is not in accordance with requirements stated in this Agreement.

**6. Executing Wire Transfer Requests:** Except as otherwise set forth in this Agreement, Bank will execute Wire Transfer Requests on the day that the Wire Transfer Request(s) is received, provided that the Wire Transfer Request(s) is received by Bank's Wire Transfer Department's cutoff time and provided the day of receipt is a business day for Bank and for the Federal Reserve Bank. Cutoff time is subject to change but is currently set as follows;

Domestic      4:00 PM Eastern Time

International   2:30 PM Eastern Time

a. In attempting to execute any Wire Transfer Request(s), Bank shall use reasonable efforts to utilize the means of transmission specified in Customer's request, but in no way shall Bank be limited to such means of transmission.

b. Bank will notify Customer if it cannot execute a Wire Transfer Request due to a funds transfer system problem beyond Bank's reasonable control. In the event beneficiary's Bank is not able to receive Wire Transfer Requests via Fed-line, Customer authorizes Bank to send the Wire Transfer Request to an intermediary bank for further credit to Beneficiary's Bank. In the event Customer does not designate an Intermediary Bank, Bank will select an Intermediary bank using the current Fed Directory and/or current Bank Directory. Bank shall use the ABA number furnished by Customer. In the event the customer furnishes an incorrect ABA number, Bank is not responsible for the incorrect routing of funds.

c. If customer initiates a Wire Transfer Request identifying an intermediary bank or beneficiary's bank only by an identifying number, Bank may rely on the number as proper identification of the intermediary or beneficiary's bank.

d. If a Wire Transfer Request identifies an intermediary bank or beneficiary's bank both by name and identifying number, and the name and number identify different banks, Bank may rely on the number as proper identification.

e. If customer executes a Wire Transfer Request identifying the beneficiary by both name and account number and the name and account number identify different persons, the following applies:

e.1. If beneficiary's bank accepts the Wire Transfer Request and the beneficiary's bank pays either party identified by the wire information, Customer, as the originator, is obliged to pay its Wire Transfer Request.

**7. Incoming Wire Transfer Requests:** Bank assumes no liability except as set forth herein for accepting incoming Wire Transfer Requests and Customer agrees to indemnify and hold Bank harmless from and against any claim arising from or in connection with the receipt of an incoming Wire Transfer Request and the other transactions contemplated by this Agreement.

**8. Notification:** Customer agrees that notification of each transfer, either in the form of an advice or a periodic account statement, shall be effective and sufficient if mailed by Bank to the mailing address of Customer. All notices to the Bank shall be directed to the Wire Transfer Department. Bank and Customer shall act on the notice within two funds transfer business days.

**9. Changes:** In the event Customer desires to change any information on the Wire Transfer Service Profile, Customer shall request and approve a new Service Profile. Additionally any time Customer makes a change regarding Authorized Representative(s), Customer shall forward a duly executed Corporate Resolution or letter. Any other information Customer desires to change shall be forwarded in writing to the Bank.

a. In an emergency situation, deletion of Authorized Representative(s) may be made by telephone and shall be confirmed by FAX. A follow-up letter should be sent within two business days. Should written confirmation not be received by Bank within the aforementioned time limit, Bank will continue to rely on Customer's most recently approved Wire Transfer Service Profile.

**10. Authorization to Charge Account:** Upon execution of the Agreement and the Service Profile, Customer authorizes Bank to charge Customer's accounts in the amount of the Wire Transfer Request and applicable fees.

**11. Account Reconciliation:** Completed outgoing or incoming Wire Transfer Requests will be reflected on Customer's periodic account statement. Customer agrees to immediately notify Bank of

any discrepancy between Customer's records and any advice notification, periodic account statement, or other Bank detail account activity listing.

**12. Limitation of Liability:** Bank shall not be liable for any loss arising, directly or indirectly from:

- a. Any inaccuracy, act or failure to act on the part of any person not within Bank's control;
- b. The negligence or misconduct of Customer or any Authorized Representative, agent or employee of Customer;
- c. Any ambiguity in the instructions given to Bank;
- d. Any other error, failure or delay in the transmission of the Wire Transfer Request which is caused by strikes, civil unrest, or inoperability of communication facilities or circumstances beyond Bank's control or;
- e. Any acts or omissions of intermediary banks involved in the funds transfer or;
- f. Bank's reliance on instructions from persons purporting to be Authorized Representatives.
- g. Customer agrees to indemnify, defend and hold Bank, its agents and employees harmless from and against any and all damages, liabilities, actions and claims which result, directly or indirectly from any negligence or fraud of Customer or any agent or employee of Customer.

**13. International Funds Transfer:** Customer agrees that Bank may not be held liable for any loss or damage due to any act, error, or omission of any international correspondent, domestic receiving bank or agent, including the failure of the international correspondent, domestic receiving bank or agent to locate, or error in identifying the named payee, or from failure to effect payment, or due to any other cause whatsoever beyond Bank's control, including the demise or failure of the international correspondent's domestic receiving bank or agent.

**14. Fees:** Customer shall pay such fees as Bank may from time to time establish for funds transfer services together with any direct or indirect transfer charges incurred by Bank. The fees and charges may be assessed directly against Customer's account(s) with Bank or may be charged indirectly or imposed upon Customer with account analysis and balance requirements. Additionally, Customer authorizes Bank to debit its designated Account for services provided under the Agreement in accordance with the fees indicated on the Service Profile. Financial Institution may change its fees from time to time upon written notice to Company.

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## **Zero Balance Account Service**

**1. Description:** The Zero Balance Account service allows you to manage your cash flow by consolidating debit and credit entries, in an automated fashion, from multiple subsidiary accounts to a master account on a daily basis. If requested, further consolidation from multiple master accounts



to a super master account can also be automated on a daily basis. If a super master account is indicated on the Zero Balance Account Service Profile, any master account will be treated as a subsidiary account of the super master account.

**2. Daily Consolidation of Entries and Funding:** At the end of each banking day, Bank will transfer all debit and credit entries that were posted to a subsidiary account to the master account identified in the Zero Balance Account Service Profile so that each subsidiary account has the target balance indicated in the Zero Balance Account Service Profile. If no target balance is listed for an account on the Zero Balance Account Service Profile, the Bank may select a target balance of zero or any other number at its sole discretion. Bank will perform the consolidation by posting one debit or credit entry to the master account for the entire amount of all net credits and debits received during the banking day in the subsidiary account. Bank will post one debit or credit entry to the subsidiary account to offset the credit or debit posted to the master account. You agree at all times to maintain sufficient available balances in each master account to cover all debit activity in all subsidiary accounts as well as any debits posted directly to any master account or super master account. Bank is not obligated to pay debits presented against any account in the event that available funds are not on deposit in the master account. You agree that we may consolidate transactions as described in this agreement between accounts listed in the Zero Balance Account Service Profile whether or not the ownership and/or titling of the subsidiary accounts is the same as the ownership and/or titling of the master account.

**3. Fees:** The initial monthly fee for the Service is indicated on the Zero Balance Account Service Profile and shall be recognized with other services on the account analysis statement applicable to the Depositor utilizing the Service or directly charged to the Depositor's account. Depositor authorizes Bank to debit its designated Account for services provided under the Agreement in accordance with the fees indicated on the Service Profile. Bank may change its fees from time to time upon written notice to Company.