

BUSINESS SERVICES MASTER AGREEMENT

* READ THE FOLLOWING TERMS OF THIS AGREEMENT (ALSO REFERRED TO AS “THIS DISCLAIMER”) CAREFULLY BEFORE PRESSING “I ACCEPT THIS DISCLAIMER”. THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER (CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP OR OTHER COMMERCIAL ENTITY OR GOVERNMENT OR OTHER PUBLIC ENTITY, INCLUDING SUCH ENTITY’S AUTHORIZED REPRESENTATIVES AND USERS), AND SACO & BIDDEFORD SAVINGS INSTITUTION (“BANK”). THIS AGREEMENT GOVERNS THE USE OF BANK’S BUSINESS SERVICES, AS FURTHER DESCRIBED BELOW. BY PRESSING “I ACCEPT THIS DISCLAIMER” AND ALSO BY USING THE BUSINESS SERVICES, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. CUSTOMER AGREES THAT ITS USE OF THE BUSINESS SERVICES IS ACKNOWLEDGEMENT THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE BUSINESS SERVICES, AND MUST CLICK “DISAGREE/DECLINE.” A COPY OF THIS AGREEMENT WILL BE MAILED TO CUSTOMER AND/OR ITS AUTHORIZED REPRESENTATIVE AS REFLECTED IN BANK’S RECORDS AFTER ENROLLMENT AND ACCEPTANCE OF THIS AGREEMENT. BANK ALSO RECOMMENDS THAT CUSTOMER PRINT AND/OR SAVE A COPY ON CUSTOMER’S COMPUTER OR SIMILAR DEVICE. *

THIS BUSINESS SERVICES MASTER AGREEMENT (“Agreement”) is by and between SACO & BIDDEFORD SAVINGS INSTITUTION (“Bank”) and each corporation, partnership, limited liability company, sole proprietorship or other commercial entity or government or other public entity customer of Bank (“Customer”). Any references to “Customer” in this Agreement shall be deemed to include and also refer to Customer’s Primary Administrator, Admin(s) and Authorized User(s) (each as defined and described below), unless stated otherwise. If Customer satisfactorily enrolls, Bank agrees to provide to Customer certain Business Services (as defined below) offered by Bank in accordance with the terms of this Agreement and the rules and procedures applicable to each of the associated Services (collectively, the “Rules”). In addition to the terms of this Agreement, the Rules are contained in the Appendices to this Agreement and are hereby incorporated in and made a part of this Agreement.

PART I: ALL SERVICES

This Part applies to all Business Services.

1. Definitions. Capitalized terms used in this Agreement and in any Appendix or associated document, unless otherwise defined herein or therein, shall have the meanings set forth below:

“*Access Credentials*” means collectively any and all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, one-time passcodes, electronic identities or signatures, encryption keys and/or individual passwords, as may be associated with or necessary for Customer’s access to and use of any Business Service(s) from time to time.

“*Account(s)*” means any Deposit Account(s) and/or Credit Account(s), as further defined herein, used in connection with any Business Service(s).

“*Account Agreement(s)*” means collectively the terms and conditions of any Deposit Account Agreement(s), Credit Account Agreement(s), Fee Schedule, and any other agreements, disclosures and other documents issued by Bank and governing Customer’s deposit or credit relationship with Bank, as the same may be amended from time to time.

“*Admin(s)*” or “*Administrator(s)*” means Customer’s employee(s) or other person(s) that Customer (or any Primary Administrator designated by Customer) designates on the Enrollment Form (defined below) associated with use of Online Banking as being authorized to act on Customer’s behalf with respect to the administration of the Online Banking Service.

“*Affiliate(s)*” means, with respect to any party, any company controlled by, under the control of or under common control with such party.

“*Appendix*” means a description of the Rules applicable to a particular Business Service to be provided by Bank to Customer. Each Appendix, including any amendment thereto, is incorporated herein by reference and made a part hereof. If there is any conflict between the provisions of this Agreement and any Appendix, the Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“*Authorized Signer*” means a person designated by Customer, including Customer when Customer is a sole proprietorship, as an individual authorized to act on behalf of Customer and/or authorized to access and use the Business Services, as evidenced by copies

of resolutions from Customer's board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank.

"*Authorized User*" or "*User*" means any person that Customer's Primary Administrator or any Admin(s) designates as being authorized to access or use any of the Services on Customer's behalf.

"*Available Funds*" means the dollar amount of money in a Deposit Account that is currently available for use. It considers all collected funds on deposit, all posted transactions, certain electronic transactions, any holds placed on the Deposit Account due to uncollected funds, pending deposits, or withdrawals, and any overdraft or other credit line balance associated with the Deposit Account. Customer may refer to Bank's Funds Availability Policy and the Deposit Account Agreement for more information.

"*Business Day*" means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement even if Bank is open for business on such days. In the absence of specific reference to Business Days, any reference to days in this Agreement shall mean Calendar Days.

"*Business Service(s)*" or "*Service(s)*" means, collectively, any one or all of the various electronic banking and/or associated business services provided by Bank (and/or Bank's third-party service providers) to Customer from time to time pursuant to this Agreement, the Appendices, exhibits, Enrollment Form(s) (as defined below) and any service guides or manuals made available to Customer by Bank.

"*Credit Account(s)*" means any line of credit, term loan or commercial or investment mortgage that Customer maintains with Bank that was established primarily for business or commercial purposes.

"*Credit Account Agreement(s)*" means collectively the promissory notes, credit agreements, mortgages and any other documents, disclosures or agreements that Customer executes or otherwise agrees to that establish Customer's rights and responsibilities under and otherwise provide the terms and conditions of Customer's Credit Accounts with Bank, each as may be amended from time to time.

"*Deposit Account(s)*" means any checking, money market or savings Account, certificate of deposit or other deposit account that Customer may have with Bank that was established primarily for business, commercial or non-consumer purposes.

"*Deposit Account Agreement(s)*" means collectively the terms and conditions, Fee Schedule, and any other documents, disclosures or agreements that Customer executes or otherwise agrees to that establish Customer's rights and responsibilities under and otherwise provide the terms and conditions of Customer's Deposit Accounts with Bank, each as amended from time to time.

"*Enrollment Form(s)*" means any Bank form(s) and associated documents utilized and/or required by Bank in conjunction with the initial set-up, enrollment in and implementation of any Business Services for Customer.

"*Fee Schedule*" means, at any given time, Bank's then current schedule of customer fees and charges applicable to the Deposit Account(s) opened by Customer and maintained with Bank, as well as those applicable to the Business Services.

"*Online Banking Service*" or "*Online Banking*" means Bank's Internet-based electronic banking information delivery and transaction initiation system, as may be offered by Bank to its business, commercial or non-consumer customers from time to time and as more fully described in Part II of this Agreement.

"*Primary Administrator*" means Customer's employee or other person that Customer designates on the Enrollment Form associated with use of the Services as being authorized to act on Customer's behalf with respect to the administration of the Services.

"*Substitute Check*" has the meaning given to it Section 3(16) of the *Check Clearing for the 21st Century Act* ("Check 21"), P.L. 108-100, 12 U.S.C. § 5001(16).

2. Services.

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendices, the Business Services that Customer may request and that Bank approves from time to time.

2.2 Customer, through its Admins(s) and User(s), may use the Business Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day, as more fully described in Section 56.

2.4 Access to the Online Banking Service will be denied if invalid Access Credential are used or if the Admin(s) or User exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement and related Appendices.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank's Business Services are subject to processing cut-off times on a Business Day. Customer can obtain information on Bank's current cut-off time(s) for Business Service(s) by reviewing the relevant Service's Appendix or by calling Bank as set forth in Section 26 of this Agreement. Instructions received after a cut-off time or on a day other than a Business Day may be deemed received as of the next Business Day.

2.9 Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Such amendments shall apply to Customer in accordance with this Agreement, including, by way of example only, as set forth in Sections 14.2 and 20. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern changes to that Business Service. Further, notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security and related procedures and provide prompt subsequent notice of the change to Customer.

3. Covenants, Representations, Warranties and Acknowledgments.

3.1 Customer represents, warrants and covenants that:

3.1.1 each Admin or User whom Customer permits to access and use the Business Services and to agree to the terms of this Agreement on behalf of Customer has been authorized by all necessary Customer action to do so on Customer's behalf, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Business Service;

3.1.2 each Admin or User whom Customer permits to access and use the Business Services is also duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Business Services; (ii) access any information related to any Account(s) to which the Admin or User has access and (iii) engage in any transaction relating to any Account(s) to which the Admin or User has access;

3.1.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Credentials associated with or necessary for Customer's use of the Business Services;

3.1.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer;"

3.1.5 Customer shall use the Business Services only for its own lawful business or other Bank-approved purposes. Customer shall not use the Business Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees, Admin and Users do not use the Business Services for personal, family or household purposes, or any other purpose not contemplated by this Agreement or the Appendices or otherwise approved by Bank; and

3.1.6 Customer will use the Account(s) only for lawful purposes, and will not use the Account(s) for any unlawful or illegal purposes including, but not limited to, unlawful Internet gambling transactions of any sort (online gambling), and any betting transaction including the unlawful purchase of lottery tickets, casino chips, or off-track betting and wagering. Bank reserves the right to block all such transactions. However, in the event that such a transaction is approved and processed, Customer will still be liable for any associated fee or charge.

3.2 Customer acknowledges and agrees that Bank may unconditionally rely on the validity and accuracy of any communication or transaction made or purported to be made by an Admin or User in accordance with the terms of this Agreement and/or related Appendices.

3.3 Customer acknowledges and agrees that when Customer's Primary Administrator registers for the Business Services and accepts the disclaimer, each such Primary Administrator thereby agrees that this Agreement shall apply to and govern his/her use of the Business Services.

3.4 Customer and Bank shall comply with (i) the Account Agreements, and (ii) all applicable laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") operating rules and guidelines, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively the "Compliance Laws").

4. Account Agreement; Service Fees.

4.1 Bank and Customer agree that any Account established by Customer in connection with the Business Services offered by Bank shall be governed by the Account Agreement. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 Customer agrees to compensate Bank for all Business Services that Bank provides pursuant to this Agreement, including any Appendices, in accordance with the applicable Fee Schedule(s) between Bank and Customer in effect from time to time that apply to the Services (the "Service Fees"). By and upon entering into this Agreement, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees and agrees to be bound by their terms, as those terms may be amended from time to time.

4.3 Customer authorizes Bank to charge the funding Account for all applicable Service Fees for Business Services to the extent that such Service Fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the funding Account is not sufficient to cover such fees, Bank may charge such fees to any other Deposit Account maintained by Customer with Bank. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income or that are otherwise the legal responsibility of Bank) that may be applicable to the Business Services provided by Bank hereunder.

4.4 Bank may amend the Service Fee(s), in the aggregate or individually, at any time. Bank will give notice to Customer of such changes in accordance with applicable law. Such amendments shall apply to Customer in accordance with this Agreement, including, by way of example only, as set forth in Sections 14.2 and 20.

5. Customer Identification Program. Customer agrees to provide to Bank, before Bank begins providing any Business Service(s) to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification. Such information may include, without limitation, official certificates of Customer existence, copies of Customer formation agreements and business resolutions or equivalent documents in a form acceptable to Bank, authorizing Customer to enter into this Agreement, to receive Business Services from Bank pursuant hereto and to designate certain individuals as Customer's Admin(s) or User(s).

6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Business Services ("Software"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor or which govern Customer's use of Software associated with the Business Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Business Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the Software, as further described in Section 7 below.

6.2 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify, defend and hold harmless Bank and its successors and assigns from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any software provided with the Business Services or any other breach by Customer of any software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. Computer Requirements. For certain Business Services, Customer will need to provide at Customer's own expense, a computer, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Business Services and as described during the enrollment process (collectively, the "Computer"). Customer is responsible for the installation, maintenance and operation of the Computer. Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Bank is not responsible for any errors or failures caused by any malfunction of the Computer, and Bank is not responsible for any computer virus or related problems that may be associated with the use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Customer is responsible for all Internet service providers, telephone and other similar charges incurred in connecting to the Services. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services. Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

8. Bank Third Parties.

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Business Services to Customer and that, accordingly, Bank's ability to provide the Business Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when Customer gives its written permission; or (iv) to the extent otherwise permitted by applicable law.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Business Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Business Services itself. Bank will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than Bank's Third Parties), however, and no such person shall be deemed Bank's agent.

9. Confidential Information.

9.1 "Confidential Information" means any information obtained by or disclosed or made available to either party hereto (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors.

9.2 Each party acknowledges that it may obtain or have access to the Confidential Information of the other party, and agrees to: (i) maintain the confidentiality, integrity and security of such Confidential Information; (ii) use such Confidential Information only for the purposes set forth in this Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder; (iii) disclose such Confidential Information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law; and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of such party's business, and in all cases, no less than a reasonable person standard) to ensure the security, integrity and confidentiality of Confidential Information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, the Confidential Information.

9.3 Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure; (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was

bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information.

10. Customer Information; Security Procedures.

10.1 In providing the Business Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer including Customer's Admin(s) and Users and the authenticity of any signatures purporting to be of Customer including Customer's Admin(s) and Users. Customer agrees to promptly notify Bank of any changes to any information or authorization provided to Bank in connection with the Business Services and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Business Services to Customer.

10.2 Customer agrees that it shall be solely responsible for ensuring compliance with any security procedures established by Bank in connection with the Business Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank complied with the security procedures.

10.3 Bank shall be entitled to rely on any written list of Admin(s) and User(s) provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Bank may also accept oral instructions from persons identifying themselves as an Admin or User subject to Bank's identification and authentication procedures. Bank may, but shall have no obligation to, call back an Admin or User other than the Admin or User from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or oral, of an instruction received via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Admin and/or Users and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Admin and User that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Admin or User.

10.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction, request or transaction received from Customer or Customer's Admin(s), User(s), agent or vendor. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer. Any errors in an instruction, request or transaction from Customer, Customer's Admin(s), User(s), agent or vendor shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendices are commercially reasonable and that Bank may charge Customer's Account for any instruction, request or transaction that Bank executed in good faith and in conformity with the security procedures, whether or not the instruction, request or transaction is in fact authorized.

10.5 Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized instructions, requests, transactions or transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate instructions, requests, transactions or transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any Access Credentials and related instructions provided by Bank in connection with any security procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Credentials, security procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

10.6 Customer also agrees to adopt and implement its own commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches and promptly provide all such information to Bank.

10.7 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS CREDENTIALS, CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS CREDENTIALS AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS CREDENTIALS TO ANYONE. CUSTOMER HAS

THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ENSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

11. Duty to Inspect. Customer is responsible for monitoring its use of all Business Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems no later than ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or Internet Account access. Except to the extent required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days (or such longer period as may be required by applicable law) after Bank made available such report, statement or Internet Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any such error or problem.

12. Overdrafts; Set-off. Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient Available Funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately and without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at or evidenced by any certificate of deposit issued by Bank. If any of Customer's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits.

13.1 In addition to other terms set out in this Agreement with respect to transaction or exposure limits, in the event that providing the Business Services to Customer results in unacceptable credit exposure or other risk to Bank or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any or all of the Services then being provided to Customer.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

14. Term and Termination.

14.1 This Agreement and any Appendix shall be effective when (i) signed by an Authorized Signer of Customer and accepted by Bank and (ii) Customer delivers to Bank all documents and information, including any Enrollment Form(s) and electronic data reasonably required by Bank prior to commencing to provide the Business Service(s). Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide any Business Services to Customer until adequate documentation and information are provided.

14.2 This Agreement and/or any Appendix shall continue in effect until terminated by either party with ten (10) Calendar Days' prior written notice to the other, provided that Customer may terminate this Agreement or any Appendix immediately upon its receipt of notice from Bank of a change in or amendment of the provisions of this Agreement, the Business Services or any Appendix that is not acceptable to Customer, in accordance with Section 20 of this Agreement. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear accepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Business Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Bank as set forth in Section 26 of this Agreement for instructions regarding the cancellation of all future-dated payments and transfers. Bank may continue to make

payments and transfers and to perform other Business Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Business Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Business Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Business Services; (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including but not limited to the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation, covenant or warranty by Customer; (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement; (v) if there has been a seizure, attachment or garnishment of Customer's Account(s), assets or properties; (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds; (vii) in the event of termination of a third party contract by Customer or Bank which is necessary for the performance of one or more Business Services; or (viii) if Bank reasonably believes that the continued provision of Business Service(s) in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all Service Fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

15.1 Except to the extent otherwise required by law, the liability of Bank in connection with the Business Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct or bad faith. In no event shall Bank be liable for any consequential, special or indirect loss or damage that Customer may suffer or incur in connection with the Business Services, including, without limitation, attorneys' fees, lost earnings or profits, loss or damage from subsequent wrongful dishonor resulting from Bank's acts, or for any indemnification claim, whether contractual, equitable or other, regardless of whether the likelihood of such claim, loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Except to the extent otherwise required by law, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing to Customer for Business Services over the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Notwithstanding the foregoing, but subject to Customer's compliance with the requirements of Section 11, if Customer incurs a loss pursuant to a transaction that Customer has properly processed through the Business Services, due to Bank's gross negligence or willful misconduct in the handling of such transaction, Bank will be responsible for returning any improperly transferred funds, with interest at the rate paid by Bank at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. **RE-CREDITING OF CUSTOMER'S ACCOUNT AND RE-DIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SHALL CONSTITUTE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND CUSTOMER AGREES THAT IT SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF.** At Bank's option, payment of such interest may be made by crediting Customer's Account(s) with Bank.

15.3 Except to the extent required by law, or as otherwise expressly provided in this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Business Services to Customer.

15.4 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.5 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.6 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control.

15.7 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE BUSINESS SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS." BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.8 Bank and Customer acknowledge and agree that the limitations of liability in this Section 15 are a bargained for allocation of risk and liability, and the parties agree to respect such allocation of risk and liability. Customer acknowledges and agrees that Bank would not enter into this Agreement without the limitations of liability set forth in this Section.

15.9 The provisions of this Section 15 shall survive termination of this Agreement.

16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any third party claim against Bank relating to or arising out of:

- (i) any claim of any person that (a) Bank is responsible for any act or omission of Customer, or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;
- (ii) any failure by Customer to observe and perform properly all of its obligations under the Agreement or any wrongful act of Customer or any of its Affiliates;
- (iii) any breach by Customer of any of its warranties, representations, covenants or agreements;
- (iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and
- (v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or

the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents Bank or Customer from operating normally.

18. Documentation. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

19. Entire Agreement. Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein and Appendices, constitute the complete and exclusive statement of the agreement between them with respect to the Business Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Business Services.

20. Amendments. Bank may, at any time, amend this Agreement, the Business Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective in accordance with the notice to Customer as described below. Except in the event Customer elects to terminate this Agreement and/or any Appendix in accordance with Section 14.2, Customer will be deemed to accept any such changes if Customer accesses or uses any of the Business Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer.

21. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

22. Assignment and Delegation. Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement or any Appendix without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

23. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

24. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

25. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Maine.

26. Notices, Instructions, Contacts.

26.1 Except as otherwise expressly provided in this Agreement, all Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be made to Bank as follows:

Postal Mail: Customer can write Bank at:

**50 Industrial Park Road
Saco, ME 04072**

Telephone: Customer may contact Bank by telephone **Monday – Friday 7:30 AM – 6:00 PM Eastern Time (ET) and Saturday 7:30 AM to 12:00 PM ET** at Bank's toll-free number: **877-722-6243**.

Email:

Customer may contact Bank by email at: sbsionline@sbsavings.com. (Please note that banking transactions through Bank's Online Banking Service are not made via email.) **Regular email is not secure. Customer will not send confidential or sensitive information, such as a social security number, account number, personal identification number or password within the body of an email or any attachments thereto.**

All written notices and communications shall be sent by first class mail, postage prepaid and addressed to Bank at the address provided above. All such notices shall be effective upon receipt.

26.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Business Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business email address as it appears on Bank's records or electronically by posting the notice on Bank's website, on or with an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business email address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

27. Jury Trial Waiver. BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF OR THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 27 shall survive termination of this Agreement.

28. Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

29. Recording of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement or any Appendix may be recorded and retained by either party by use of any reasonable means.

30. Facsimile Signature. The parties acknowledge and agree that this Agreement and any Appendix may be executed and delivered by facsimile and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix with an original signature for its records.

31. Relationship. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

32. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing this Agreement represent, warrant and agree:

- (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements;
- (ii) that this Agreement has been duly authorized by a vote of the governing body of Customer that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as evidenced by the certification of the Secretary of the governing body and provided with this Agreement;

- (iii) that only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, automated clearing house (“ACH”) or Account transfer functions;
- (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and
- (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing this Agreement represent, warrant and agree:

- (i) that this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on behalf of Customer;
- (ii) that this Agreement has been duly authorized by a senior officer of Customer;
- (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement;
- (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Admins or Users having access to wire transfer, ACH or Account transfer functions; and
- (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing this Agreement further represent, warrant and agree:

- (i) that upon Bank’s request, Customer shall provide evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) above;
- (ii) that upon Bank’s request, Customer will certify its compliance with (a) or (b), as applicable, on an annual basis; and
- (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

33. Use of Services with Designated Related Entities. This Section governs Customer’s use of the Business Services in conjunction with certain of Customer’s Designated Related Entities (as defined below), as applicable and as may be approved by Bank from time to time, in Bank’s sole and exclusive discretion.

33.1 This Section relates to: (i) Bank’s provision of the Business Services to any of Customer’s Designated Related Entities in relation to each such party’s own Accounts with Bank; (ii) viewing the Accounts of Customer’s Designated Related Entities (“View Access”); (iii) transfers of funds between and among Customer’s Accounts and the Accounts of any Designated Related Entities (“Internal Transfers”); and (iv) transfers of funds from the Account(s) of Customer and/or any Designated Related Entities to third parties by bill payment, ACH or wire transfer, where applicable, as and when approved by Bank in its sole and exclusive discretion (“External Transfers”). The permitted scope of View Access, Internal Transfers and External Transfers is described in this Section.

33.2 Consistent with this Section, Customer and all Designated Related Entities agree, jointly and severally, to be bound by and liable for the terms and conditions set forth in this Agreement, and agree that each obligation of Customer shall be performed by and be the responsibility of all of them. Without limiting the foregoing, Customer and each Designated Related Entity shall be jointly and severally liable for: (a) the use of any of the Business Services as described herein; (b) any fees due with respect to the Business Services; (c) any overdraft resulting from use of the Business Services; and (d) any post-dated instructions or transfers, including Internal Transfers and External Transfers, which may be initiated by any Admin or User.

33.3 For purposes of this Section, “Designated Related Entity” means any business entity related to or affiliated with Customer, that:

- (i) desires, by means of the Business Services, to authorize and engage in the View Access, Internal Transfers and External Transfers described in this Section;
- (ii) directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Customer (where “control,” “controls” and “controlled” means ownership of more than fifty percent (50%) of the shares or other equity interests entitled to vote for the election of directors or otherwise select the person(s) authorized to manage an entity); and
- (iii) Customer designates to Bank in writing or otherwise in accordance with the requirements of the Business Services and such other application, schedule, exhibit, set-up or other form or document as Bank may require from time to time.

Subject to Bank’s approval, each Designated Related Entity hereby authorizes and requests Bank to provide the Business Services to each Designated Related Entity as may be requested by Customer from time to time, acting as agent for each Designated Related Entity. Customer is authorized to designate which Accounts of Designated Related Entities with Bank (which may include all such Accounts) shall be accessed using the Business Services and which of the Business Services shall be used in conjunction with each Designated Related Entity. Bank is hereby authorized and directed by each Designated Related Entity to accept instructions from Customer, as agent for Designated Related Entity, with respect to any and all Business Services provided to Designated Related Entity from time to time under this Agreement.

33.4 Rights under this Section.

33.4.1 Without limiting the foregoing, upon implementation, Customer shall have the ability hereunder, upon direction of Customer’s Primary Administrator, Admin(s), and/or User(s) designated by Customer’s Primary Administrator, and without inquiry by or notice from Bank, to access and utilize the Business Services described in this Agreement in conjunction with the Account(s) of Customer and/or any Designated Related Entities. Subject to Bank’s prior approval, in its sole and exclusive direction, such use may include: (i) View Access to the Account(s) of any Designated Related Entity; (ii) initiating or otherwise engaging in Internal Transfers involving the Account(s) of any Designated Related Entity; and (iii) initiating or otherwise engaging in External Transfers involving the Account(s) of any Designated Related Entity.

33.4.2 Without limiting the foregoing, upon implementation, each Designated Related Entity shall have the ability hereunder, upon direction of Customer’s Primary Administrator, Admin(s), and/or User(s) designated by Customer’s Primary Administrator, Admin(s), and without inquiry by or notice from Bank, to utilize the Business Services described in this Agreement in conjunction with the Account(s) of Customer or any Designated Related Entities. Subject to Bank’s prior approval, in its sole and exclusive direction, such use may include: (i) View Access to Customer’s Account(s) or of any other Designated Related Entity; (ii) initiating or otherwise engaging in Internal Transfers involving Customer’s Account(s) or of any other Designated Related Entity; and (iii) initiating or otherwise engaging in External Transfers involving Customer’s Account(s) or of any Designated Related Entity.

33.4.3 Without limiting the foregoing, individual or daily transfers between Accounts may be made in any amount not exceeding the available balance in the Account from which the transfers are made. Bank reserves the right to limit the frequency and dollar amount of transfers from the Accounts for security reasons. In addition, Customer’s and each Designated Related Entity’s ability to transfer funds between certain Accounts is limited by law and as set forth in each Account Agreement between Bank and Customer or Bank and the applicable Designated Related Entity.

33.5 Acknowledgments.

33.5.1 Customer and each Designated Related Entity acknowledge and agree that, pursuant to the terms hereunder, Customer and each Designated Related Entity, acting through any Admin or User designated by Customer’s Primary Administrator (including whether or not a signer on a Designated Related Entity’s Account(s)) and as applicable, will be permitted to view the Account(s) of Customer or any Designated Related Entity, to initiate Internal Transfers and to engage in External Transfers. Customer and each Designated Related Entity also acknowledge and agree that, pursuant to the terms hereof and subject to Bank’s prior approval, in Bank’s sole and exclusive discretion, Customer and each Designated Related Entity may also be permitted to utilize additional Business Services involving the Account(s) of Customer or any Designated Related Entity. Customer and each Designated Related Entity hereby expressly acknowledge and agree to comply with, abide and be governed by the terms described in this Agreement regarding their respective use of the Business Services. Without limiting the foregoing, Customer and each Designated Related Entity agree that an Internal Transfer or External Transfer initiated by an Admin or User employed by *any* of them (or by any person utilizing the security procedures applicable to such Admin or User) shall be deemed an act of an Admin or User of Customer or the Designated

Related Entity whose funds are affected by such transfer, and all of the terms and conditions of this Agreement shall apply to such transfer as if it had been ordered by such Customer or Designated Related Entity.

33.5.2 Customer specifically acknowledges and agrees that its rights with respect to the Account(s) of each Designated Related Entity are limited to those rights specifically described in this Section, and that other features of the Business Services described in the Agreement may or may not be made available with respect to any Designated Related Entity's Account(s).

33.5.3 Each Designated Related Entity specifically acknowledges and agrees that its rights with respect to Customer's Account(s) and of each other Designated Related Entity are limited to those rights specifically described in this Section, and that other features of the Business Services described in this Agreement may be made available with respect to Customer's Account(s) or the Account(s) of any other Designated Related Entity at Bank's sole and exclusive discretion.

33.5.4 Customer and each Designated Related Entity acknowledge and agree that: (a) each Primary Administrator, Admin and User designated with access authority to the Business Services will have the ability to exercise the rights described herein with regard to both Customer's and each Designated Related Entity's Account(s); (b) each Primary Admin of Customer and each Admin or User designated by such Primary Administrator or Admin shall be deemed to be a User of each Designated Related Entity, subject to such limitations, restrictions and other requirements designated by the Primary Administrator or Admin for each User with respect to each Account of each Designated Related Entity; and (c) all Users of a Designated Related Entity may be designated by such Primary Administrator or Admin as a User of Customer and all other Designated Related Entities, subject to such limitations, restrictions and other requirements designated by the Primary Administrator or Admin, and as otherwise provided under the terms herein.

33.5.5 Customer may remove or add additional Designated Related Entities, or additional Accounts of current or future Designated Related Entities, to this arrangement without notice to, or the knowledge or consent of, any current Designated Related Entity.

33.5.6 Customer may add additional Admin(s) and/or User(s) to this arrangement without the knowledge or consent of any other Designated Related Entity. Such Admin(s) and/or User(s) may or may not be signers on the Designated Related Entity's Account(s), in which case funds can be transferred to or from any Designated Related Entity's Account(s) by individuals who are not signers on the Designated Related Entity's Account(s).

33.5.7 Customer and each Designated Related Entity acknowledge and agree that Bank did not at any time solicit Customer and/or any Designated Related Entity for activation of this arrangement, and that Bank is providing the arrangement as an accommodation to and at the express request of Customer and each Designated Related Entity.

33.5.8 Customer and each Designated Related Entity acknowledge and agree that Customer and each Designated Related Entity are all responsible for reviewing and understanding any negative impact on Customer or any Designated Related Entity that may arise due to this arrangement or allowance of these affiliated-entity access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of each other in insolvency or otherwise, and increased losses due to unauthorized transactions).

33.5.9 Customer and each Designated Related Entity acknowledge and agree that Bank shall have no obligation to allow any person or entity to become a Designated Related Entity with respect to this arrangement, to allow any Account of any person or entity to be added to this arrangement, or to provide or continue to provide this arrangement for any Designated Related Entity or Account. Bank may also, at any time and from time to time, establish limits on or eligibility criteria for the types or number of Designated Related Entities or Accounts for which this arrangement is provided.

33.6 Representations, Warranties and Covenants.

33.6.1 Customer and each Designated Related Entity represent, warrant and covenant that any and all transfers and commingling of funds that may occur via the Business Services and as described herein, and all other aspects of the rights with respect to the Account(s) of Customer and each other Designated Related Entity, have been and will be duly authorized by all necessary parties, including, without limitation, the accountholder of each Account, and that Customer and each Designated Related Entity have obtained, and shall maintain in their regular business records and make available to Bank upon reasonable demand for a period of six (6) years after the termination of this Agreement or any Online Banking Service(s), adequate documentary evidence of such authorization from the accountholder of each Account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements.

33.6.2 Customer and each Designated Related Entity further covenant and agree that: (a) each transfer or any commingling of funds that may occur via the Business Services and described herein shall not be in violation of any of their internal

policies and procedures, nor be in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority; and (b) this Agreement has been duly authorized by all necessary organizational action and are the valid and binding agreements of each of them, enforceable in accordance with their terms.

33.7 Ongoing Customer Responsibilities. Customer and each Designated Related Entity shall have the sole responsibility, on an ongoing basis, for:

(i) Monitoring the features and capabilities of the Business Services and assessing the propriety of continuing its enrollment in the Business Services and its continuing participation in this arrangement (which includes Customer's authority and ability to designate additional Designated Related Entities, additional Accounts, and additional Users);

(ii) Obtaining from Customer updated listings of all Designated Related Entities, Accounts and Authorized Users under this arrangement, together with such further information concerning such Designated Related Entities, Accounts and Users as the Designated Related Entity deems necessary;

(iii) Obtaining from Customer (including through Customer's Admin (s)) the level of access provided to each User, and determining the propriety of that level of access; and

(iv) Establishing and maintaining appropriate procedures to account for its funds and transactions in its Accounts.

33.8 Modifications. Customer and each Designated Related Entity acknowledge and agree that additional Designated Related Entities may be added to this arrangement by request of Customer, subject to Bank's approval in Bank's sole and exclusive discretion. A Designated Related Entity may be removed from this arrangement by request of Customer, or by action of Bank. Each Designated Related Entity hereby approves of the addition or removal, at any time, of other Designated Related Entities, Accounts and Users as provided herein, without notice to or further consent of such Designated Related Entity. Customer and each Designated Related Entity acknowledge and agree that the addition of any new or deletion of any current Designated Related Entity(ies) to this arrangement shall require the execution and delivery of an appropriate form(s) by Customer, and by any new Designated Related Entity(ies) in Bank's sole discretion, which documents shall be considered a part of this arrangement and otherwise attached hereto. Removal of a Designated Related Entity shall not relieve that Designated Related Entity of any contingent or matured obligation incurred hereunder prior to that removal.

33.9 Indemnification. Without limiting anything else contained herein, Customer and each Designated Related Entity shall indemnify Bank in the manner described in Section 16 of this Agreement against any claim made by any of them, or by any third party, relating to or arising out of Bank's compliance with the instructions of Customer or any Designated Related Entity pursuant to this Agreement, including, without limitation, any claim that any transfer or deposit authorized pursuant hereto was wrongful as against any of Customer, any Designated Related Entity, or any such third party. The foregoing indemnification obligation shall also apply, and Bank shall have no liability whatsoever, in the event that any of the Business Services are used by Customer and/or any current Designated Related Entity(ies) involving any new Designated Related Entity(ies) for which a new request has not been delivered to Bank by Customer, as described in Section 33.8 above.

34. Third-Party Service Providers.

34.1 Customer As Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Third-Party Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Third-Party Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

34.2 **Customer Engaging a Third-Party Service Provider.** Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Business Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). All transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Business Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

35. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement and do not in any way limit or define Customer's or Bank's rights or obligations.

PART II: ONLINE BANKING SERVICE

This Part applies to Online Banking.

This Part sets forth additional terms and conditions applicable to the Online Banking Service and applies to Customer's use of Online Banking if such Service is requested by Customer and approved by Bank. All capitalized terms used in this Part without definition shall have the meanings given to them in Part I of this Agreement. Except as otherwise set forth in this Part, to the extent this Part II, including any definitions contained herein, shall conflict with Part I of the Agreement, this Part II and any amendment hereto from time to time shall control and supersede the same, but only to the extent necessary to resolve the conflict.

36. Eligibility. Subject to the terms of the Agreement, Customer is eligible to use Online Banking if Customer maintains an Account (checking, savings and/or loan), has executed this Agreement, satisfies the Computer requirements associated with Online Banking and maintains an email address, and if Bank has otherwise approved Customer's use of Online Banking as described further below.

37. Access. To use Online Banking, Customer must have a Computer with access to the Internet and an email address. Customer will be required to complete and submit an Enrollment Form(s) associated with use of Online Banking, which Bank shall provide to Customer. Once Bank has received such Enrollment Form(s) and verified Customer's Account information, Bank will send Customer (by, e.g., telephone, secure email or similar method as Bank may elect from time to time) confirmation of Bank's acceptance of Customer's enrollment, along with a Bank-provided User ID and temporary password. Customer's enrollment in Online Banking will enable Customer to access only those Accounts that Customer has designated for access with Online Banking in Customer's Enrollment Form. Customer can also add or remove access to any of Customer's Accounts through Online Banking by completing required form(s). Access to Customer's Accounts through Online Banking will be based upon the identification of Admin(s) and Users and authority levels specified by Customer in Customer's Enrollment Forms. Except as may otherwise be set forth in this Part II, Bank shall have no responsibility or obligations whatsoever to monitor transactions through Online Banking to determine that they are made by or on behalf of Customer.

38. Primary Administrator, Admins and Users.

38.1 Customer shall designate a Primary Administrator with Bank as set forth in the Enrollment Forms. Customer is solely responsible for designating its Primary Administrator.

38.2 The Primary Administrator may designate other Admins and/or Users. Customer accepts as its sole responsibility the Primary Administrator's designation of other Admins and Users. Customer understands that the Primary Administrator will control, and Customer authorizes the Primary Administrator to control, access by Admins and Users of the Online Banking Service by instructing Bank to issue Access Credentials. The Primary Administrator may instruct Bank to add, change or terminate Customer's Admin (s) or User(s) or de-activate an Access Credential(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Admins or Users to any of the Online Banking Service.

38.3 Customer will require each Primary Administrator, each Admin and each User to review and comply with all provisions of the Agreement, this Part II and all other applicable Appendices and/or agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Primary Administrator, Admin or any User to so comply. Customer is responsible for any payment, transfer and other use of the Online Banking Service and any charges incurred by any Primary Administrator, Admin and any User, even if such Primary Administrator, Admin or User exceeds his/her authorization as established by Customer.

38.4 An Admin or a User is not permitted to authorize other persons/entities to use its Access Credentials. Notwithstanding the foregoing, if an Admin or User does authorize other persons/entities to use the Admin's or User's Access Credentials in any manner, said authorization will be considered unlimited in amount and manner until Customer has notified Bank in writing as set forth in the Agreement, including this Part II, that Customer has revoked the authorization and changed, or caused Bank to change, the subject Admin's or User's Access Credentials. Customer is responsible for any transactions made by such persons/entities until Customer notifies Bank that transfers by that person/entity are no longer authorized and Bank has had a reasonable opportunity to act upon the requested change. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Admin's or User's Access Credentials.

38.5 Customer shall notify Bank of any changes in access to or use of the Online Banking Service by the Primary Administrator in accordance with the terms of the Agreement, including this Part II. Notwithstanding the foregoing, whenever a Primary Administrator leaves Customer's employ or Customer otherwise revokes a Primary Administrator's authority to access or use the Online Banking Service, Customer must notify Bank in writing immediately.

39. Customer Responsibilities; Security Procedures; Access Credentials.

39.1 Customer is responsible for all transfers, payments or other Online Banking Service transactions that Customer authorizes to be made using the Online Banking Service.

39.2 Customer agrees not to disclose any proprietary information regarding the Online Banking Service to any third party (except to Customer's Primary Administrator, Admin(s) and User(s)). Customer also agrees to comply with any operating, security and recognition procedures Bank may establish from time to time with respect to the Online Banking Service. Customer will be denied access to the Online Banking Service if Customer fails to comply with any of these procedures. Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and that the Online Banking Service's Security Procedures (defined below) are reasonable. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Online Banking Service, all transactions will be deemed to be authorized by Customer and to be correctly executed after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within the timeframes set forth in Section 11 of the Agreement.

39.3 Upon successful enrollment, Customer can access the Online Banking Service from Bank's designated website, using the Online Banking Service's Access Credentials and security procedures applicable to Customer's access to and use of Online Banking, as described in **Schedule A** attached to this Agreement and in associated Appendices from time to time (hereinafter collectively the "Security Procedures"). As further described in the attached **Schedule A**, Bank will provide a company / organizational User ID and company / organizational password to the Primary Administrator. Primary Administrator must set up access rights for each Admin(s) and User(s). Each User(s) must change his or her temporary password upon his or her first login to the Online Banking Service's site. Individual passwords must meet the requirements sets forth within Online Banking as the same may change from time to time. The Primary Administrator, Admin(s) and User(s) are advised to change his or her individual password from time to time for security purposes.

39.4 Customer accepts as its sole responsibility the use, protection and maintenance of confidentiality of, and access to, the Access Credentials. Customer agrees to take reasonable precautions to safeguard the Access Credentials and keep them confidential. Customer agrees not to reveal the Access Credentials to any unauthorized person. Customer further agrees to notify Bank immediately if Customer believes that the confidentiality of the Access Credentials has been compromised in any manner.

39.5 The Access Credentials identify and authenticate Customer (including the Primary Administrator, Admins and Users) to Bank when Customer accesses or uses the Online Banking Service. Customer authorizes Bank to rely on the Access Credentials to identify Customer when Customer accesses or uses any of the Online Banking Service and as signature authorization for any payment, transfer or other use of the Online Banking Service. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Credentials, regardless of whether the communications or instructions are authorized. Bank owns the Access Credentials, and Customer may not transfer them to any other person or entity.

39.6 Customer acknowledges and agrees that the Access Credentials and other Security Procedures applicable to Customer's use of the Online Banking Service and set forth in this Part II and associated Appendices are a commercially reasonable method for the purpose of verifying whether any payment, transfer or other use of the Online Banking Service was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any Security Procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Credentials are not intended and that it is commercially reasonable that the Access Credentials are not intended to detect any errors relating to or arising out of a payment, transfer or any other use of the Online Banking Service.

40. Basic Features of the Online Banking Service.

By subscribing to the Online Banking Service, Customer may have access to the Online Banking Service's basic features, which can include the following:

- (a) Perform Internal Transfers (as defined and described below) from Customer's checking, money market deposit and savings Account(s) to Customer's checking, money market deposit, savings and loan Account(s);
- (b) Obtain checking, savings, certificate of deposit, money market and loan Account information (Customer understands that deposit balance figures may not reflect recent transactions and may include funds which are not available for immediate withdrawal);
- (c) Obtain certain Bank product and service information;
- (d) Stop payment of checks written (Customer may refer to Bank's Fee Schedule for applicable fees);
- (e) Set up Account alerts;
- (f) Review current Account balance(s) and transaction activity (collectively, "Balance Reporting"), as further described below; and
- (g) Pay bills.

In addition to the Online Banking Service's basic features, additional features or modules related to the Online Banking Service may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

- (i) ACH Originations. ACH originations are subject to the terms and conditions of and require Customer's execution of Bank's ACH Origination Service Appendix. The ACH Origination Service allows Customer to initiate and approve (with pre-authorization) certain ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf.
- (ii) Wire Transfers. Wire transfers are subject to the terms and conditions of and require Customer's execution of Bank's Wire Transfer Service Appendix. The Wire Transfer Service allows Customer to transfer funds electronically, typically from Customer's Account(s) to other account(s) with Bank or to account(s) at other banks.
- (iii) Mobile Banking. Customer's use of Mobile Banking is subject to the terms of the Business Mobile Banking Services Terms and Conditions. Mobile Banking allows Customer to perform certain Online Banking transactions using a Mobile Device.
- (iv) Mobile Remote Deposit Capture. Customer's use of Mobile Banking is subject to the terms of the Business Mobile Banking Services Terms and Conditions. Mobile Remote Deposit Capture allows Customer to deposit paper checks by capturing an image of the paper checking using a Mobile Device.

Additional electronic banking services may be added by Bank from time to time in Bank's sole discretion. The use of certain features or modules related to the Online Banking Service may incur fees or other charges, which are disclosed in the Fee Schedule.

41. Internal Transfers. Internal Transfers (transfers between Customer's eligible Accounts) may be processed as follows:

41.1 One-Time Transfers.

- i). One-Time transfers and payments are used for transfers and payments between eligible Accounts which occur on an infrequent or irregular basis, or which vary in amount. Such transfers may only be scheduled for a Business Day. To have a transfer processed on the same Business Day, Bank must receive Customer's instructions before the established funds transfer cut-off time described below. Customer must have sufficient Available Funds (either in the Account or via an overdraft line of credit, if available) on the day and at the time Customer requests a same-day one-time transfer, as the transfer is memo-posted to Customer's Account immediately.
- ii). Customer may also request that a transfer be made on a "Future" date that Customer may designate which is in advance of the Scheduled Transfer Date. Such transfers may only be scheduled for a Business Day. The "Scheduled Transfer Date" will be the effective date Customer enters, or the next Business Day should the effective date fall on a non-Business Day. If Customer requests a transfer for a "Future" date, Bank processes the transaction by the close of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the next Business Day. If Bank receives Customer's instruction after the end of a Business Day, Bank will process the transaction on Bank's next Business Day.
- iii). If Customer designates an Internal Transfer for a "Future" date, Customer must have sufficient Available Funds before the established funds transfer cut-off time. Scheduled future Internal Transfers may be cancelled any time before 11:59 p.m. ET the Business Day before the Scheduled Transfer Date.

41.2 Recurring Transfers. If Customer designates an Internal Transfer as a "Recurring" transfer, Customer may request, and Bank will use, a Scheduled Transfer Date that re-occurs on a specified regular basis (e.g., weekly, bi-weekly, semi-monthly, monthly, etc.). In conjunction with each Internal Transfer, Customer will designate a "start" date and may designate an "end" date. Customer must have sufficient Available Funds before the established funds transfer cut-off time on the Scheduled Transfer Date as described below. "Recurring" transfers may be cancelled any time before 11:59 p.m. the Business Day before the Scheduled Transfer Date.

41.3 Limits on Transfers. Internal Transfers initiated through the Online Banking Service are subject to there being sufficient Available Funds in the affected Account to cover the transfer on the Scheduled Initiation Date. Except as provided herein, Internal Transfers are subject to the terms and conditions applicable to such Account as set forth in the governing Account Agreement. Bank reserves the right to limit the frequency and dollar amount of transfers for security reasons.

Customer's ability to transfer funds between and/or make payments from Customer's savings or money market Deposit Accounts is limited by federal and state law, as may be further set forth in the Deposit Account Agreement.

42. Internal Transfers: Set-Up.

42.1 Account Designation. Customer will designate Accounts between which Customer may transfer funds electronically through the Online Banking Service. All of these Accounts must be in Customer's name (as owner or co-owner, or as otherwise expressly agreed by Bank in its sole and exclusive discretion) and be eligible for Internal Transfer. Eligible Accounts for Internal Transfer include checking, savings, and money market Accounts.

42.2 Funds Availability. One-Time Internal Transfers are made in real time. Customer receives immediate credit upon completion of an Online Banking session for One-Time Internal Transfers made during the session.

43. Internal Transfers: Canceling or Modifying. A One-Time same-day Internal Transfer cannot be canceled. In order to cancel or change a scheduled transaction through the Online Banking Service that is designated as "Future" or "Recurring," Customer must use the Online Banking Service and follow the instructions provided to Customer via the Online Banking Service website. Customer must cancel or modify the "Future" or "Recurring" Internal Transfer using the Online Banking Service before the cut-off times described above.

44. Stop Payment. Subject to Bank's approval, Customer may elect to use the Online Banking Service to initiate a stop payment request for any check written on Customer's Accounts. Customer agrees to provide all required information relating to stop payment requests. If Customer fails to provide Bank with complete information or if the information Customer provides is incorrect, Customer agrees that Bank shall not be responsible for any failure to stop payment on such item. Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Customer agrees not to make a claim against Bank if the check is paid through inadvertence, accident, oversight or if Bank is required to pay such check by a holder in due course or if by reason of such payment, other items drawn on Customer's Account(s) are returned insufficient. Customer agrees to indemnify and hold Bank harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by Bank due to Bank's refusal of payment of any check or other item in accordance with Customer's stop payment instructions. Unless otherwise provided in this Part II, Customer may not stop payment of electronic fund transfers through Online Banking. Therefore, Customer should not employ electronic access for purchases or services unless Customer is satisfied that it will not need to stop payment.

45. Balance Reporting. This feature provides Customer with various online reports that display certain Account(s) balances, status summary and information detail that can be reviewed online and exported. This feature also provides online access to images of paid checks when available.

46. Authorization to Charge Accounts. Customer authorizes Bank and Bank's processor(s) to provide the Online Banking Service to Customer, and, if applicable, authorizes Bank or Bank's processor(s) to initiate ACH debits or charges to Customer's designated Account(s) for any transactions accomplished through the use of the Online Banking Service, including the amount of any Internal Transfer that Customer makes and any charges for the Online Banking Service.

47. Documentation and Verification of Transactions.

47.1 Reference Numbers. Upon completion of a transaction using the Online Banking Service, a reference number may be given. Customer should record this number, along with the transaction amount in Customer's checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through the Online Banking Service.

47.2 Statements. Customer will not receive a separate Online Banking statement. Transfers to and from Customer's Accounts using Online Banking will appear on the respective periodic statements for each of Customer's Accounts.

48. Alerts. The Online Banking Service provides optional, voluntary Account alerts associated with certain modules of the Online Banking Service that must be activated by Customer. Account alerts allow Customer to choose alert messages for Customer's Account(s). Bank may add new alerts from time to time, or cancel old alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of the Agreement. Each alert has different options available, and Customer may select from among these options upon activation of Customer's alerts service.

Voluntary alerts are subject to the following:

- (i) Electronic alerts will be sent to the email address, text or phone number identified by Customer on the Alerts setup page, as applicable. If Customer's email address, facsimile, text or phone number changes, Customer is responsible for updating that information via the Online Banking Service, and such change(s) will apply to all of Customer's alerts.
- (ii) Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance of an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts direct by Customer.

Alerts are not encrypted. Bank will never include Customer's passwords or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon Customer selection of specified alerts. Customer's employees who have access to the specified transmission address or number enables him/her to view the contents of these alerts.

49. Financial Management (FM) Software. The Financial Management Software feature of the Online Banking Service ("FMS Service") allows Customer to use personal financial management software ("FMS Software") (e.g., Quicken®, or

QuickBooks®^[1]) to access the Online Banking Service and download Account information such as balance and transaction history. This Section sets forth additional terms and conditions that apply whenever Customer uses or permits any other person(s) or entity to use the FMS Service. The terms and conditions contained in this Section are limited to use of the FMS Service, and do not include use of products and services directly accessible through the Online Banking Service without the use of FMS Software. The Online Banking Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. Customer is responsible for obtaining and maintaining any software that is required for operation of the FMS Service. Customer's use of the FMS Software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS Software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FMS Software, as well as maintenance, updates and upgrades to the FMS Software and/or Customer's Computer. Bank makes no warranties nor accepts any liability for such software. Bank is not responsible for any problems related to the FMS Software itself, Customer's Computer or Customer's ability to connect using the FMS Software as described in this Part II.

49.1 **The FMS Service.** Information about Account activity is synchronized between Customer's FMS Software and the Online Banking Service website. Customer may access such information directly through the Online Banking Service. Information via Customer's FMS Software may differ from the information that is available directly through the Online Banking Service. Information available directly through the Online Banking Service may not be available via Customer's FMS Software, may be described using different terminology, or may be more current than the information available via Customer's FMS Software. The method of entering instructions via Customer's FMS Software may also differ from the method of entering instructions directly through the Online Banking Service. Bank is not responsible for such differences, whether or not attributable to Customer's use of FMS Software.

49.2 Customer is responsible for all transfers and payments that Customer authorizes using FMS Software. If Customer permits other persons to access the Online Banking Service using FMS Software, Customer is responsible for all transactions it authorizes from Account(s) accessed via FMS Software. Customer must establish its own internal security procedures for employees that Customer authorizes to use the Online Banking Service via FMS Software and to prevent unauthorized use by other employees or persons.

49.3 This Section describes Bank's responsibility for completing transfers and payments, and any exceptions from liability for its failure to do so, with respect to Customer's transactions using FMS Software. Bank is not responsible for any problems that Customer may have using FMS Software to connect to the Online Banking Service if no known problem exists with Bank's systems that might impede such connectivity, or if the problem is due to Customer's software, Computer or Internet service. Customer should verify all Account data obtained and transactions executed on Customer's Accounts using FMS Software. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Online Banking Service supersede any records stored or created on Customer's Computer through the use of FMS Software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FMS Software.

50. **Bill Pay Service.**

50.1 The Bill Pay Service is offered through a third-party service provider (the "Bill Pay Provider").

50.2 **Payment Account.** The Bill Pay Service is available only for use with the checking Account(s) that Customer designates as Customer's "Payment Account(s)." By enrolling, Customer represents and warrants that its Payment Account does not require two or more signatures to withdraw funds.

50.3 **Payees.** Customer may use the Bill Pay Service to make payments to any person or business in the United States (each, a "Payee"). Customer must provide Bank with the name, address, and telephone number of its Payees, along with any account number Customer has with the Payee. By providing Bank with this information, Customer authorizes Bank to follow its instructions for Bill Pay Transactions (such instructions referred to hereinafter as "Payment Instructions") to these Payees. Certain Payees may be prepopulated within the Bill Pay Service. For such Payees, Customer need only provide its account number. Customer is solely responsible for maintaining the current address and account number information for each Payee that Customer designates. Bank is not responsible for any errors or losses that may occur because Customer failed to provide Bank with correct information regarding the Payee, or if the amount Customer owes the Payee is paid in full. Customer understands and agrees that the Bill Pay Provider may, in its sole discretion, revise information regarding the Payee (such as its name, mailing address, or other payment remittance information) based on information the Bill Pay Provider receives directly from the Payee. Customer understands, however, that the Bill Pay Provider is not required to make such revisions.

50.4 **Eligible Bill Pay Transactions.** Customer may perform the following transactions (each, a "Bill Pay Transaction") from its Payment Account through the Bill Pay Service:

^[1] Quicken® (and QuickBooks®) is a registered trademark of Intuit Inc.
HC# 4831-7409-3407

- a. **Payments (Generally):** Customer may use the Bill Pay Service to make payments on the same Business Day that Customer enters the Payment Instructions when entered by the cut-off time of 4:00 P.M. Eastern Time (“ET”), on a future date, or on the same day each month subject to the restrictions in this Section 50. Customer may enter Payment Instructions 24 hours a day, 7 days a week subject to system availability as described in the Agreement. However, payments will only be made on Business Days. All Payment Instructions are subject to review and verification by Bank.
- b. **Future Payments:** Customer may schedule payments on any future Business Day. Bank shall complete the payment, provided that the Bill Pay Provider has not blocked the Payment Account.
- c. **Recurring Payments:** Customer may schedule automatic, recurring future payments. These payments must be for the same amount each month and can be set to recur at certain intervals (e.g., weekly, monthly, bi-weekly). If the payment date falls on a non-Business Day, the payment will be made on the preceding Business Day.

Customer may also use the Bill Pay Service to review, change and cancel payments, or to inquire about their status. Customer must do so before cut-off times that Bank establishes and posts on the Bill Pay Service website. The Bill Pay Service website will allow Customer to review its most recent Bill Pay Transactions (this may include Bill Payment Transactions for up to the last two (2) years).

BANK RESERVES THE RIGHT TO REFUSE TO HONOR PAYMENT INSTRUCTIONS THAT REASONABLY APPEAR TO BANK TO BE FRAUDULENT OR ERRONEOUS.

50.5 Expedited Bill Pay Transactions. Customer may initiate an Expedited Bill Pay Transaction to a participating Payee, which may be sent electronically or by check. Electronic Expedited Bill Pay Transactions initiated prior to 4:00 p.m. are eligible for same-day delivery. Expedited Bill Pay Transactions by check will be sent to the Payee via overnight delivery. If Customer initiates an Expedited Bill Pay Transaction, additional fees will apply. These fees will also be disclosed to Customer when Customer provides Bank with the Payment Instructions for the Expedited Bill Pay Transaction and are also found in our Fee Schedule (as may be amended from time to time).

50.6 Limitations on Bill Pay Transactions. In addition to other limitations specified in the Agreement or Account Agreements, Customer’s Bill Pay Transactions are limited by and subject to the terms set forth below:

- a. **Payment Account Must Be in Good Standing:** Customer must maintain its Payment Account in good standing with Bank in order to perform transactions through the Bill Pay Service. If Customer’s Payment Account is closed for any reason, Bank will suspend or terminate Customer’s right to use the Bill Pay Service.
- b. **Security Limits.** For security reasons, Bank may limit the frequency and dollar amount of Bill Pay Transactions from Customer’s Payment Account.
- c. **Dollar Limits on Transactions.** Customer may provide Bank with Payment Instructions in an amount up to the available balance (as defined in the Account Agreement) in Customer’s Payment Account. If Customer’s payment is presented against insufficient available funds or uncollected funds, Bank may either return the item unpaid or pay the item and create an overdraft on Customer’s Payment Account, each in accordance with the terms of the Deposit Account Agreement governing Customer’s Payment Account. Customer understand that Bank may also assess either a non-sufficient funds return fee (if Customer’s payment is returned unpaid) or a non-sufficient funds paid fee (if Customer’s payment is paid, creating an overdraft), and Customer agree to pay Bank the amount of that fee as is disclosed in our Fee Schedule (as amended from time to time).
- d. **Limitations on Payees.** Only Payees with United States addresses may be paid using the Bill Pay Service. Bank reserve the right to refuse to pay certain Payees.
- e. **Prohibited Payments.** Customer agrees not to make payments to government agencies, tax payments, or any court ordered payments (such as alimony or child support payments) through the Bill Pay Service.

50.7 Payment Methods. Bank and the Bill Pay Provider reserve the right to select the method in which to remit funds on Customer’s behalf to the Payee. These payment methods may include, but are not limited to, an electronic payment or a check. For an electronic payment, the funds are electronically debited from Customer’s Payment Account for the amount of the Bill Pay Transaction on the date Customer selects for payment. A stop payment cannot be placed on an electronic payment. If the payment is made by check, the check will be drawn on Customer’s Account when it is presented to Bank for payment. Bill Pay check payments are subject to return for insufficient funds or other reasons. Customer may initiate a stop payment request for a Bill Pay check payment by entering a stop payment request as described below.

50.8 Timing of Bill Pay Transactions. When Customer provides Bank with Payment Instructions, the Bill Pay Service will inform Customer of an estimate of the earliest date on which Customer may schedule a Bill Pay Transaction (except for Expedited

Bill Pay Transactions, typically within one (1) to two (2) Business Days from the current date if the Bill Pay Transaction will be made via electronic means, or five to eight (5-8) Business Days from the current date if the Bill Pay Transaction will be made via other forms of payment). In some instances, the Bill Pay Service website may indicate that Customer may make the Bill Pay Transaction on the same Business Day. When scheduling a Payment, do not include any grace days the Payee may allow. In order for a Payment Instruction to be considered received on a specified date, it must be received prior to 4:00 P.M. ET. Payment Instructions received after this deadline or on non-Business Days will be considered received on the next Business Day. Bank are not responsible for delays in delivery of payments, or a failure to deliver payment, caused by the U.S. Postal Service or other delivery service. Bank will not be responsible for any loss that Customer may incur as a result of a late payment if Customer's Payment Instructions are not received by the time periods described in this Section. Any late payment or finance charges that may be imposed by a Payee are Customer's responsibility.

50.9 **Stopping Bill Pay Transactions.**

50.9.1 If Customer has transmitted Payment Instructions, and the payment is in a "Pending" status, Customer may use Bill Pay to cancel or edit the payment (if, for example, a payment date has not yet arrived or a payment amount or payee is incorrect). Once the payment is listed on the Bill Pay Service website as being in a "Processed" status, Customer may enter a stop payment request as long as the check has not been presented for payment. As such, Customer must use care when entering its Payment Instructions and must review such Payment Instructions carefully before transmitting them to Bank. If Customer has any questions about Customer's Bill Pay Transactions and Customer's ability to stop them once they are considered "Processed" (for example, Bill Pay Transactions that are made by the Bill Pay Provider as a check), please contact Bank at the phone number or address listed in Section 26.

50.9.2 If Customer's payment is made via check, and the payee has not presented the check for payment within ninety (90) days from the date indicated on the check, payment will be stopped on that check.

51. **Bill Delivery and Presentment.** Bank offers, through Bill Pay, the ability for Customer to receive bills from certain third parties ("Billers"). If Customer activates the Online Bill Delivery and Presentment Service, then Customer also agrees to the following:

51.1 This electronic bill feature of the Bill Pay Service is for the presentment of electronic bills only, and it is Customer's sole responsibility to contact its Billers directly if Customer does not receive statements from its Billers. In addition, if Customer elects to activate one of the electronic bill options, Customer agrees to the following:

51.2 Information Provided to the Biller. The electronic bill feature is unable to update or change Customer's personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is Customer's responsibility to maintain its usernames and passwords for all electronic Biller sites. Customer agrees not to use someone else's information to gain unauthorized access to another person's bill. Bank may, at the request of the Biller, provide the following Customer information to the Biller: e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing Customer about bill information.

51.3 Activation. Upon activation of Bill Payment and Presentment, Bank may notify the Biller of Customer's request to receive electronic billing information. The presentment of Customer's first electronic bill may vary from Biller to Biller and may take one to two billing cycles depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of Customer's billing statement(s) is at the sole discretion of the Biller. While Customer's electronic bill feature is being activated, it is Customer's responsibility to keep Customer's accounts with Biller current. Each electronic Biller reserves the right to accept or deny Customer's request to receive electronic bills.

51.4 Authorization to Obtain Bill Data. Customer's activation of the electronic bill feature for a Biller shall be deemed by Bank to be Customer's authorization for Bank to obtain bill data from the Biller on Customer's behalf. For some Billers, Customer will be asked to provide Bank with Customer's user name and password for that Biller. By providing Bank with such information, Customer authorizes Bank to use the information to obtain Customer's bill data.

51.5 Notification. Bank will use its best efforts to present all of Customer's electronic bills promptly. In addition to notification within the Service's site, Bank may send an e-mail notification to the e-mail address listed for Customer's Account. It is Customer's sole responsibility to ensure that this information is accurate. In the event Customer does not receive notification, it is Customer's responsibility to periodically log-on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. Customer is responsible for ensuring timely payment of all bills.

51.6 Cancellation of Electronic Bill Notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. Customer may cancel electronic bill presentment at any time. The timeframe for cancellation of Customer's electronic bill presentment may vary from Biller to Biller. It may take up one to two billing cycles depending on the billing cycle of each Biller. Bank will notify Customer's electronic Biller(s) as to the change in status of Customer's account and it is Customer's sole

responsibility to make arrangements for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

51.7 **Non-Delivery of Electronic Bills.** Customer agrees to hold Bank harmless should the Biller fail to deliver Customer's billing statement(s). Customer is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

51.8 **Accuracy and Dispute of Electronic Bill.** Bank is not responsible for the accuracy of Customer's electronic bill(s). Bank is only responsible for presenting the information Bank receives from the Biller. Any discrepancies or disputes regarding the accuracy of Customer's electronic bill summary or detail must be addressed with the Biller directly.

51.9 The terms of this Section 51 do not alter Customer's liability or obligations that currently exist between Customer and Customer's Billers.

52. Disclosure of Account Information. In accordance with Bank's privacy policy, Bank will disclose information to third parties about Customer's Account(s) or Customer's Online Banking transactions:

- (i) when it is necessary in order to complete transfers;
- (ii) to verify the existence and/or condition of Customer's Account(s) for a third party, such as a credit bureau or merchant;
- (iii) to comply with a government agency or court order or the request of a state or federal regulatory agency;
- (iv) if Customer gives permission to Bank; and
- (v) on a closed Account, if Bank believes Customer has mishandled it.

53. Contacting Bank. Customer may contact Bank at the phone number and address provided in Section 26 of this Agreement to: (a) request a stop payment, (b) inquire about the receipt and/or amount of credits to Customer's Account(s), (c) notify Bank if Customer's Access Credentials are lost or stolen, (d) notify Bank of unauthorized transactions appearing on Customer's statement, or (e) change Customer's mailing or email address.

54. Joint Accounts. When Customer's access to the Online Banking is linked to one or more jointly owned Accounts, Bank may act on the verbal, written or electronic instructions of any joint owner of those Accounts. Each owner of a Deposit Account is authorized to access all of the Available Funds held in that Deposit Account through Online Banking.

55. Hyperlinks. Bank may elect to display one or more hyperlinks on the Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allows Customer to click through to another section of the same document or to another document on the Internet. A hyperlink may allow Customer to click through to a third party website over which Bank has no control. Bank disclaims any responsibility for the content, products and services provided at linked third party websites. Bank is not liable for any failure of the products or services advertised on third party websites. Customer should be aware that third party websites may have privacy policies that differ from Bank's; it is Customer's responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to Customer. The linked third party websites may provide less security than Bank's website.

56. Hours of Access. Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. Bank will post a notice of any extended periods of non-availability on the Online Banking site. Certain transactions posted outside normal business hours, such as those using the Bill Payment Service, will not take effect until the next Business Day.

57. Fees and Charges. Customer agrees to pay the Service Fees that may be associated with Customer's use of Online Banking as set forth in the Fee Schedule as it may be amended from time to time. Customer agrees that all such Service Fees will be deducted from the checking Deposit Account selected to fund the transaction. Customer agrees to pay any and all additional charges for Services that Customer may request which are not covered by this Part II, any Appendix or this Agreement. Customer acknowledges and agrees to be responsible for all telephone and Internet service fees Customer may incur in connection with Customer's use of Online Banking.

58. Overdrafts. Customer agrees to initiate or schedule all transfers or payment transactions only when there is or will be sufficient Available Funds in the Account for that transfer or payment. The completion of any transfer or payment order is subject to sufficient Available Funds in the Account at the time the transaction is posted. If Customer's Account has insufficient Available Funds to perform any fund transfer Customer has requested for a given Business Day, Bank may either pay or return it. Bank is not required to provide notification to Customer in any form that the transfer or payment order was not honored, and it is Customer's responsibility to make other arrangements to facilitate the processing of the transaction or payment by other means, which may include rescheduling or reinitiating the transaction in Online Banking. Customer agrees to pay the outstanding overdraft and any fee(s) associated with the overdraft in accordance with Bank's Fee Schedule, whether the item is paid or returned. The honoring of one or more of Customer's overdrafts, however, does not obligate Bank to honor any future overdrafts. Bank may assess a fee to Customer's Account for processing an item that is presented for payment for which there are no funds or insufficient Available Funds. Please refer to the Fee Schedule for the amount of this fee. If Customer has an "Overdraft Protection" feature, as available and applicable, with Customer's Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to Customer's available credit limit.

59. Limits on Amounts and Frequency of Online Banking Transactions.

59.1 Transactions initiated through Online Banking may be limited in number or dollar amount. Bank reserves the right to limit the amount or number of any type of transaction for any customer at any time. Bank may limit the amount and or the number of transactions for any specific customer group or entity as Bank deems appropriate in its sole and exclusive discretion. Additional information regarding limitations on the amount of transfers can be found in the applicable Deposit Account Agreement. Any transaction limitation that is disclosed in these documents, in other areas, or is part of the Fee Schedule may be applied to any and all transactions initiated in Online Banking. Bank may amend, change, or abolish transaction limits of any kind at any time. Bank will use commercially reasonable efforts to give prior notice of such changes, but is not bound to do so except where required by applicable law. All transactions are subject, in addition to any limitations on dollar amount or number of transactions, to internal review by Bank from time to time, including but not limited to the review of factors such as the sending Account, receiving Account, the amount of the specific transaction, the aggregate amounts of other transactions processed or ordered by Customer, fraud screening, and other factors that Bank deems applicable and appropriate. If Bank determines that there are risks associated with the transaction, Bank may delay or cancel the transaction. Bank may request additional information regarding the transaction before it is finalized or any funds are released. In addition, if a hold has been placed on the deposits made to an Account from which Customer wishes to transfer funds, Customer cannot transfer the portion of the funds held until the hold expires.

59.2 By regulation, certain restrictions apply to the number of Internet transfers from savings Deposit Accounts (including money market Deposit Accounts) processed in a statement cycle. Transfers from savings Deposit Accounts to another Account or to third parties by e.g., preauthorized, automatic, telephone or computer transfer or by check, draft, debit card, or similar order, as applicable, to third parties are limited to **six (6)** per monthly statement cycle. There are no limits on withdrawals or transfers that Customer makes in person at any of Bank's branches or at an automated teller machine (ATM). If Customer exceeds these limits more than occasionally, Bank may move Customer's savings Deposit Account funds to a transaction Deposit Account. In such event, Customer's Deposit Account, Bank will advise Customer what kind of Deposit Account was used. As applicable, a fee in such amount as may be set forth in the Fee Schedule may be charged for each debit transaction from a savings Deposit Account in excess of the above limitations. (For a more detailed description of the limits on such transactions, please refer to the Deposit Account Agreement.)

60. Unauthorized Online Banking Service Transactions.

60.1 Customer will notify Bank at once if Customer believes its Access Credentials have been stolen or compromised. Customer's Primary Administrator must instruct Bank to de-activate, and has the sole responsibility for instructing Bank to de-activate, any such Access Credentials. In addition, Customer will notify Bank at once if Customer believes someone has transferred or may transfer money from Customer's Account(s) without Customer's permission or if Customer suspects any fraudulent activity on Customer's Account. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Credentials.

60.2 When Customer gives someone its Credentials, Customer is authorizing that person to use the Online Banking Service, and Customer is responsible for all transactions the person performs using the Online Banking Service. All transactions that person performs, even transactions Customer did not intend or want performed, are authorized transactions. Transactions that Customer or someone acting with Customer initiates with fraudulent intent are also authorized transactions. For Customer's protection, Customer should sign-off after every Online Banking Service session and close Customer's browser to ensure confidentiality.

SCHEDULE A

SECURITY PROCEDURES ONLINE BANKING & RELATED SERVICES

ONLINE BANKING SERVICE:

*Except as may otherwise be noted, the following Security Procedures are **required** for all customers who request to use and are approved by Bank to use any or all of the following Business Services: Online Banking, Mobile Banking and Mobile Deposit, unless otherwise indicated:*

Online Banking Service User ID: This is the individual electronic identification, in letters and numerals and associated password, assigned by Bank to the Primary Administrator, and to each of those Admins and/or Users requested by Customer, that will be used for log-in by each Primary Administrator, Admin(s) and User(s).

Online Banking Service User Password: At set-up, Bank will provide an individual, temporary password to the Primary Administrator and the Primary Administrator will assign a temporary password to each Admin(s) and/or User(s). Each Primary Administrator, Admin and User(s) will be required to change their individual password upon the first sign-on to a unique password known only to him/her. Passwords must meet the requirements set forth within Online Banking, as they may change from time to time. The Primary Administrator and each Admin and/or User will have an individual, unique User ID and password. Bank strongly recommends that the Primary Administrator and each Admin(s) and User(s) change his or her individual password at least every ninety (90) days for security purposes. Passwords should not be associated with any commonly known personal identification, such as the User's name, date of birth, telephone numbers, addresses, children's names, or pets' names, and should be memorized rather than written down. Upon three unsuccessful attempts to use a password, access to Online Banking will be revoked. To re-establish authorization to use Online Banking, a User must have its password re-set by an Admin.

Mobile Banking User Name: When registering for use of Mobile Banking, each User(s) of Mobile Banking will select a User Name to be used only with Mobile Banking. Such User Name must be consistent with any requirements Bank may provide at enrollment and as the same may change from time to time in the sole and exclusive discretion of Bank.

Mobile Banking User Password: When registering for use of Mobile Banking, each User(s) of Mobile Banking will select a User Password to be used only with Mobile Banking. Such User Name must be consistent with any requirements Bank may provide at enrollment and as the same may change from time to time in the sole and exclusive discretion of Bank.

To access Mobile Deposit, where applicable, Customer must log in to Mobile Banking using its Mobile Banking User Name and Mobile Banking User Password.

Advanced Login Authentication. Advanced Login Authentication ("ALA") is a security procedure required at log-in. It combines the use of a User ID plus additional verifications, which may include device profiling, out of band authentication and out of wallet questions. To gain access to Online Banking, each verification step must be satisfactorily completed for a successful login.

Single Sign-On: Once set-up in Online Banking with authentication protocols and Access Credentials as described above, the Primary Administrator or Admin(s) can access all of the authorized functionality in or through Online Banking (unless otherwise restricted by Bank) without a separate sign-on, and can access those functions through a single sign-on feature. User(s) can also access certain features through single sign-on when authorized to access those features by the Admin(s).

Minimum Computer Requirements: Online Banking may be used with various Internet browsers as Bank may specify from time to time. To provide the highest degree of confidentiality and to protect the security of Customer's financial information, Customer must have an Internet browser that supports a minimum of 128-bit encryption and secure sockets layer version 3.0 or higher. Any use of Online Banking with lower than 128-bit encryption is strictly prohibited. To the extent Customer is able to access Online Banking using lower than 128-bit encryption, Bank specifically disclaims any and all responsibility and liability for losses resulting from Customer's use of such lower encryption. Bank may change these requirements from time to time.

Callbacks: Bank may employ a call-back procedure for wire transfer. The call-back procedure includes a call back to Customer at a pre-arranged contact number of record to verify and confirm the authenticity of the request (which call may be electronically recorded). Customer will be required to provide Bank with sufficient information to authenticate the request, which may include, but is not limited to, the use of personal information or identifiers, or a security question or group of questions. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an order received at any time or for any reason whatsoever prior to executing

the order. If Bank is unable to verify the authenticity of a request through the call-back procedure, Bank will not complete Customer's request and Customer will be required to make the request in person at one of Bank's branches.

Additional Strongly Recommended Security Procedures:

From time to time and as applicable, Bank may make available additional Security Procedures for use with Online Banking and related Services. Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Online Banking Services, including the following:

- **Dual Control:** The Security Procedures include controls within the Online Banking Service to segregate the duties of those Admin(s) who create and approve Users, as well as those Users who can create transactions from those Users who can release and approve transactions. With this additional security feature, one User is permitted to create, edit, cancel, delete and restore certain transactions including but not limited to ACH Entries or files, Remote Deposit Capture batches or wire transfer requests with his/her Access Credentials; a second *different* User with his/her Access Credentials is required to approve, release or delete the transaction request.
- **Browser Security Software:** As and when made available to Customer by Bank or otherwise, browser security software may be downloaded on all Customer Computers used in conjunction with Online Banking to help protect against online fraud committed by financial malware and phishing attacks throughout the online banking process.
- **Other Customer Alerts:** Customer may choose to be alerted by email or text (when available) when the following events occur: Customer profile changed, user profile changed, Bill Pay payee added, password changed, alerts details changed, transaction requires authorization, ACH or wire recipient added, or login error. Customer may also self-enroll in other types of alerts, as described within the Online Banking Service.
- **Mobile Device Security:** Bank strongly encourages Customer to enable the "LOCK" feature on its Mobile Device for additional security.
- **Virus Protection:** Bank strongly recommends utilization of reliable virus protection products on Customer's Computer and Mobile Device. Bank further strongly recommends that Customer routinely scan its Computer and Mobile Device using such reliable virus protection products, and remove any viruses found using such products.
- **Activity / Access Limits:** Customer (including through Customer's Admin(s)) may choose to implement activity and/or access limits for its User(s), as made available via the Online Banking Service from time to time. This may include, **by way of example only**, limitations on the Account(s) a User may access and/or the activities a User may perform (e.g., initiating transactions using the Internal Transfer, Bill Pay, ACH and/or Wire feature(s)), setting more restrictive withdrawal limits, and granting User(s) access to Mobile Banking and/or Mobile Deposit.

CUSTOMER ACKNOWLEDGES AND AGREES THAT, COLLECTIVELY, THE SECURITY PROCEDURES DESCRIBED IN THIS SCHEDULE ARE COMMERCIALY REASONABLE METHODS FOR THE PURPOSE OF VERIFYING WHETHER ANY PAYMENT, TRANSFER OR OTHER REQUEST WAS INITIATED BY CUSTOMER. CUSTOMER AGREES THAT ANY ELECTION CUSTOMER MAY MAKE TO WAIVE OR CHANGE (WHERE PERMITTED BY BANK IN ITS SOLE AND EXCLUSIVE DISCRETION) THE SECURITY PROCEDURES ASSOCIATED WITH THE SERVICES ARE AT CUSTOMER'S SOLE RISK. CUSTOMER FURTHER AGREES THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST TRANSMITTED OR PURPORTED TO BE TRANSMITTED BY CUSTOMER BY WAIVING THE SECURITY PROCEDURES SHALL BE TREATED AS AUTHORIZED, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.