



## Treasury Management Services Master Agreement

Seacoast Bank is pleased to provide Treasury Management Services (“Services”) to meet your business needs. This Treasury Management Services Master Agreement (“Master Agreement”) contains the terms and conditions under which we will provide Treasury Management Services to you. This Master Agreement is in addition to your other agreements with Seacoast Bank, such as your Deposit Account Agreement, which covers deposit account terms and conditions, Signature Card and Account Resolution. If there is a conflict between the terms and conditions of this Master Agreement and one contained in the other agreements between you and the Bank, this Master Agreement will control.

Customer Information										
Company Name:						Date:				
System Administrator:						Email Address:				
Direct Phone Number:						BOB Name (Treasury Use Only):				
Administrator Pin =						Company ID (Treasury Use Only):				
Eligible Accounts Selected for Systems/Services – <i>FIRST ACCOUNT LISTED WILL BE CHARGED ALL FEES UNLESS OTHERWISE INDICATED</i>										
Account Number	Business Online	Bill Pay	Wire Transfer	Remote Deposit	ACH Processing	Pos Pay	ACH Pos Pay	Lockbox Service	Account Recon	Sweep Services
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Special Instructions:										
Remote Deposit Capture										
Scanning Location #1:										
Scanning Location #2:										
Scanning Location #3:										
Transactional Limits – You agree not to exceed the following limitations.										
<b>Company Processing Limits:</b>		<b>Deposit Total: \$</b>			<b>Single Item (check): \$</b>			<b>Daily Limit: \$</b>		
Account Number Limit		Deposit Total: \$			Single Item (check): \$			Daily Limit: \$		
Account Number Limit		Deposit Total: \$			Single Item (check): \$			Daily Limit: \$		
ACH Processing										
Transaction Type (Use Drop Down)	Maximum Transaction Limit				Maximum File Limit				Offset Account	
CCD Credits	\$				\$					
CCD Debits	\$				\$					
PPD Credits	\$				\$					
PPD Debits	\$				\$					
TOTAL ACH Debit Limit:					TOTAL ACH Credit Limit:					
ACH Returns Reporting via Business Online Banking: <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If selected all ACH originating accounts will be included)</i>										

<b>Wire Transfer</b>					
Company Online Daily Processing Limit: \$			Manual Daily Processing Limit: \$		
Other Special Instructions:					
<b>Authorized Representatives &amp; Token Setup -</b>					
Name	Telephone#	Initiate Online Wires/ACH/Both <i>Use Drop Down List</i>	Approver Online Wires/ACH/Both <i>Use Drop Down List</i>	Initiate Manual Wire Limit <i>Required</i>	Verify Manual Wire Limit <i>Required</i>
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Other Special Instructions:					
<b>Sweep Services</b>					
Sweep Acct #:		Target Balance:		Max Amt:	
Checking Acct #1:		Target Balance:			
Checking Acct #2:		Target Balance:			
Sweep Acct #:		Target Balance:		Max Amt:	
Checking Acct #1:		Target Balance:			
Checking Acct #2:		Target Balance:			
<b>Reconciliation Services</b>					
<input type="checkbox"/> Full Reconciliation <input type="checkbox"/> Partial Reconciliation <input type="checkbox"/> Deposit Reconciliation <input type="checkbox"/> Other:					
<b>iLockbox Remittance Processing</b>					
<input type="checkbox"/> Retail Processing <input type="checkbox"/> Wholesale Processing    Lockbox Number (Treasury Use Only):					
Address listed below will be used for the return of any correspondence or unprocessable items.					
Contact Name:			Phone #:		
Address:					
City:		State:	ZIP Code:		
<b>Positive Pay</b>					
Service Option (check one)	<input type="checkbox"/> Standard	<input type="checkbox"/> Payee	<input type="checkbox"/> ACH		
Account #	Originator Name	ACH Originator ID	Dollar Range (Low/High)		
			/		
			/		
			/		
			/		
			/		

All Entity Names	
Entity Name	Tax ID

**Authorization for Treasury Management Services**

I am an authorized representative of the organization specified below (“Customer”). Customer has received the Treasury Management Services Master Agreement (“Master Agreement”) and agrees to adhere to the Master Agreement and any applicable User Guides from Seacoast Bank (“Bank”). The Services covered by the Master Agreement and Bank providing Services are listed on the accompanying list of Services, which we may change from time to time. Capitalized terms used in this Authorization form, not otherwise defined, have the meanings given to them in the Master Agreement.

After I sign below on behalf of Customer, the Customer may from time to time request Bank to provide any of the Services described in the Master Agreement. Customer may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms. The Master Agreement supersedes other agreements between Customer and Bank, as described under the General Provisions heading in the Master Agreement, with regard to the provision of Services.

I warrant that Customer has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Customer this Authorization form and any other documents Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Customer. These may include, but are not limited to giving Bank instructions with regard to Services and designating employees or agents to act in the name and on behalf of Customer (Page 8 is the Delegation of Authority form for authorized names of employees for all or specific Services).

**Signatures**

Customer Signature	Print Name	Date
Customer Signature	Print Name	Date
Bank Representative Signature	Print Name & Title	Date

FOR BANK USE:		
<input type="checkbox"/> New Agreement	<input type="checkbox"/> Replaces prior Agreement Dated:	
<input type="checkbox"/> New Product Requested	Date:	
Banking Office:		Officer:
<input type="checkbox"/> Approved	<input type="checkbox"/> Declined	Reason:

**Schedule A**  
**Treasury Management Master Fee Schedule**

Service	Fee		Service	Fee
<b>Business Online Banking</b>			<b>Account Recon</b>	
Standard Version	0.00		Full Recon Maintenance	150.00
Per Account Over 3 on Standard	5.00		Full Recon Item	0.10
Plus Version	15.00		Full Recon Reporting	0.00
Per Account Over 5 on Plus	5.00		Partial Recon Maintenance	50.00
Tokens	0.00		Partial Recon Item	0.30
Additional Tokens (over 2)	5.00		Partial Recon Reporting	0.00
<b>Online Wire Processing</b>			Deposit Recon Maintenance	50.00
Wire Module	20.00		Deposit Recon Items	0.30
Domestic Outgoing	12.00		Deposit Recon Reporting	0.00
Int Outgoing USD	30.00		<b>PosPay/Fraud Prevention</b>	
Int Outgoing FX	30.00		Check PosPay Maint Per Client/1st Acct	75.00
<b>Remote Deposit Capture</b>			Check PosPay Additional Accts	25.00
Maintenance Per Location*	30.00		ACH PosPay / Block per Acct	10.00
Scanner \$400.00 Value	0.00		<b>Sweep Services</b>	
<b>ACH Services</b>			Repo Investment Sweep (Master&Sub)	50.00
Maint Per Client - Batch	25.00		Loan Sweep	100.00
Maint Per Client - Upload	25.00		DDA Sweep Per Master	25.00
Items Originated	0.11		DDA Sweep Per Sub	10.00
Files Originated	10.00		<b>Escrow Accounting</b>	
NOCs	1.50		Per Master	25.00
Returns	6.00		Per Sub	10.00
Debits Received	0.15			
Credits Received	0.35			
ACH Returns Reporting (per acct)	5.00			

\*RDC Maintenance Per Location increases to \$50.00 with Free Business Checking

**Schedule B**  
**Security Code Designation Form**  
**ACH and Wire Use ONLY**

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In reference to the Treasury Management Services Master Agreement (“Master Agreement”) between Seacoast Bank (the “Bank”) and \_\_\_\_\_ (the “Company”) as identified on the Master Agreement Application, each Authorized Representative as outlined in the Master Agreement Application shall select a Security Code (PIN number or Word) to be used when communicating with the Bank by telephone in connection with any wire or ACH transaction under this Agreement. This code is to remain confidential and any breach of confidentiality shall be reported immediately to the Bank as outlined in the Agreement.

**Print or type your selected SECURITY CODE (numbers or word) here:**



Authorized User Signature	Print Name	Date
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**Additional Eligible Accounts Selected for Systems/Services**

Account Number	Business Online	Bill Pay	Wire Transfer	Remote Deposit	ACH Processing	Pos Pay	ACH Pos Pay	Lockbox Service	Account Recon	Sweep Services
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Instructions:

**Additional Remote Deposit Capture Locations/Accounts**

Scanning Location:

*Transactional Limits – You agree not to exceed the following limitations.*

Account Number Limit	Deposit Total: \$	Single Item (check): \$	Daily Limit: \$
Account Number Limit	Deposit Total: \$	Single Item (check): \$	Daily Limit: \$
Account Number Limit	Deposit Total: \$	Single Item (check): \$	Daily Limit: \$
Account Number Limit	Deposit Total: \$	Single Item (check): \$	Daily Limit: \$
Account Number Limit	Deposit Total: \$	Single Item (check): \$	Daily Limit: \$

**Additional Authorized Representatives & Token Setup -**

Name	Telephone#	Initiate Online Wires/ACH/Both <i>Use Drop Down List</i>	Approver Online Wires/ACH/Both <i>Use Drop Down List</i>	Initiate Manual Wire Limit <i>Required</i>	Verify Manual Wire Limit <i>Required</i>
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

## General Terms and Conditions

### General Terms

In this agreement, the terms "financial institution", "Bank", "we", "us" and "our" refer to **Seacoast National Bank**. The terms "Customer", "client", "you" and "your" refer to each person who has an interest in an account or other relationship. Capitalized terms used in this Master Agreement and any additional or supplemental agreements, schedules, addenda, forms, or other documents as a part of this Master Agreement are defined in the Glossary or in the sections in which they are used. The Master Agreement sets out your rights, responsibilities, and obligations, and our rights, responsibilities, and obligations, with respect to any and all Services we may provide to you from time to time. By signing this Master Agreement you acknowledge that neither you nor the bank may initiate any entries that violate the laws of the United States.

### Services Approval

Your approval for use of any Service may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria for your approval for use of a Service, we will communicate to you the nature and content of that criteria and the information you will be required to provide to us. You agree to provide to us such financial, business, and operating information as we may reasonably request in connection with our underwriting review and approval process.

We are under no obligation to approve you using any Service. The decision to approve your use of any one or more Services is within our sole discretion. Our records will be conclusive as to the Services we approve you using from time to time and the dates on which we approve your use of such Services. For the purpose of the Master Agreement, we will be deemed to have approved your use of a Service on the date we complete the activation of the Service for you on our system, and once that occurs, we will be providing such Service to you.

### Product Schedules or User Guides

The Services to which the Master Agreement applies are described or referenced in Product Schedules or User Guides which are available to you with respect to some or all of the Services. The Product Schedules or User Guides may also contain additional terms and conditions applicable to the Services. Your use of a Service after we provide you or make available to you a Product Schedule or User Guide which pertains to such Service will constitute your agreement to adhere to and be legally bound by the terms, conditions, requirements, instructions, and information in such Product Schedule or User Guide. Each Product Schedule or User Guide is an integral part of the Master Agreement and when we provide or make available to you a Product Schedule or User Guide to you it becomes a part of and is incorporated into the Master Agreement. Our records on when we provide or make available to you a Product Schedule or User Guide to you will be deemed correct and accurate.

### Supplemental Agreements

Some of the Services will require you to enter into additional or supplemental agreements with us, or require you to complete and provide to us information or documentation in, or as part of, schedules, addenda, set-up forms, input forms, or other documents we require in connection with these Services. If we approve you using one of these Services, your use or continued use of each of such Services will be conditioned on and subject to you entering into, or completing and providing to us, the foregoing when we so request. These additional or supplemental agreements, as well as any schedules, addenda, forms or other documents will be in a form and substance satisfactory to us and if so indicated, will be a part of the Master Agreement.

### No Extension of Credit

If a Service involves a debit to any of your Eligible Accounts or any other Account you maintain with us, you must have available in such Accounts sufficient amounts to enable us to make the debit. Nothing in the Master Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant to you overdraft privileges. We will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by us through a person authorized to make credit decisions on our behalf.

### General Provisions

#### Use of Services

Services may only be used in accordance with this Master Agreement and any supporting schedules and addendums. You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

#### Fees

You agree to pay us the fees we establish for each of your Services. Applicable fees will be assessed and charged for each calendar month and will appear on your regular periodic statement. Please reference the Commercial Services Schedule of Fees as stated in Schedule A of this Master Agreement for a detailed listing of fees. You authorize us to automatically deduct all applicable charges and fees from an eligible account. Alternatively, Customer and Bank may agree in writing to pay for such services through analysis of the Account and the collected funds maintained therein by Customer. Such compensation may require balances which vary from time to time based upon various factors, including without limitation, applicable reserve requirements, FDIC insurance premiums, cost of the service and other factors determined by Bank in its sole discretion. If your service charge account is closed and you have another eligible account, we may charge that account for fees owed for using Services, as applicable, per your Deposit Agreement. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Product Schedule or User Guide. We may also recover payment in any other permissible manner, including judicial actions, or from property which secures obligations you owe us. We reserve the right to amend our fees for services from time to time.

The Bank may change or add any fees for each of your Services by the procedures outlined in the "Amendments" section below for amending this Master Agreement. Fees charged under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

**Eligible Account**

You will at all times maintain with us one or more Eligible Accounts in your entity name. You agree to maintain available balances sufficient to pay or reimburse us for all items, orders of payment, fees, and other amounts paid on your behalf or chargeable to you in connection with any Service. Eligible Accounts and any other Accounts that you maintain with us shall be subject to the terms and provisions of the Deposit Account Agreements, as they may be amended from time to time.

**Amendments**

The Bank may amend the terms, conditions, fees, and charges contained in this Master Agreement or any part of supplemental agreements, Product Schedules, User Guides, addenda, set-up forms, input forms, or other documents we require in connection with these Services, or alter, change or modify the Services provided under the terms of this Master Agreement and any applicable Product Schedule, User Guide or supplemental agreement, from time to time, in our sole and absolute discretion, by sending you written notice by facsimile, electronic mail or by regular mail or by posting the updated terms on the site within the Online Service at least thirty (30) days (or longer if required by applicable law) in advance of the effective date of the proposed amendments. For purposes of the foregoing, Notice is deemed effective once deposited in the United States mail or when the facsimile or email is actually sent. If you do not wish to be bound by any such amendment, you must immediately discontinue using the affected Service before the change becomes effective or notify us in writing and terminate this Agreement within thirty (30) days after the Bank receives actual notice of your rejection. Any amendment that is not rejected in writing in accordance with this section or your continued use of the affected Service after the effective date of such amendment will constitute your acceptance of and agreement to the amendment(s). Customer may not amend or modify this Agreement without the prior written consent of the Bank.

**Entire Agreement**

This Agreement (including the Product Schedules attached and any applicable User Guides, supplemental agreements, set-up forms or input forms necessary for the implementation and/or delivery of the Services contemplated by this Agreement) together with the Depository Agreement and Resolutions, for each of the Eligible Accounts, is the complete and exclusive statement of the agreement between the Bank and the Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank and the Customer with respect to such subject matter. The terms and condition of the Deposit Agreements, Resolutions and disclosures for each of your accounts as well as your other agreements such as deposit, time deposits, and loans continue to apply not withstanding anything to the contrary in this Agreement. Notwithstanding the foregoing sentence, however, in the event of any inconsistency between such agreements, resolutions or disclosures and the terms of this Agreement the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, provided that any such amendment does not affect in any manner materially adverse to either party both the economic and legal substance of the transactions and services contemplated by this Agreement and the Bank shall incur no liability to the Customer as a result of such violation or amendment. No course of dealing between the Bank and the Customer will constitute a modification of this Agreement, the Rules, or the security procedures, or constitute an agreement between the Bank and the Customer regardless of whatever practices and procedures the Bank and the Customer may use.

**Termination**

You or we may terminate some or all of the Services, with or without cause, by giving 30 calendar days prior notice to the other party. If you terminate a Service, you authorize the Bank, if applicable to the Service(s) you are terminating, to continue making transfers you have previously authorized and to continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, if applicable to the terminated Service(s), the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of any applicable Service, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

We may terminate the Services immediately if: (a) you breach any agreement with us; (b) the confidentiality of the Security Requirements and Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your Account or a Service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) any material adverse change occurs in your financial conditions; (h) you cease to conduct business in the ordinary sense; (i) you are a party to an acquisition; (j) you make any warranty or representation which proves to be false or misleading; (k) you or we close your Account(s); or (l) in our sole discretion, we determine that you have abused the Treasury Management Service or we believe that the Bank will suffer a loss or other damage if this Master Agreement and/or applicable Product Schedule(s) is/are not terminated. Your obligation with respect to any item shall survive termination of this Master Agreement and any applicable Product Schedule until any applicable statute of limitation has elapsed.

Bank's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Master Agreement and/or any applicable Product Schedule, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Master Agreement and/or any applicable Product Schedule or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Bank all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Services or any system or software which may have been provided in connection with the Services.

**Security Requirements and Procedures**

We have developed Security Requirements and Procedures relative to the Services. By accessing or otherwise making use of any of the Services, you acknowledge that you have reviewed our Security Requirements and Procedures and you agree that they are commercially reasonable and that you are legally bound by them, as the same now exist and may in the future exist. In connection with any Service, if we comply with the Security Requirements and Procedures to which you have agreed, we will not be liable for the amount of any unauthorized transactions arising from the use of any Service to which the Security Requirements and Procedures relate. In the event you do not agree to the Security Requirements and Procedures developed by us and propose instead alternative Security Requirements and Procedures, we may agree or disagree to the alternative Security Requirements and Procedures at our sole discretion. If we agree to alternative Security Requirements and Procedures, we will not be liable for the amount of any unauthorized transactions arising from the use of any Service whether or not the alternative Security Requirements and Procedures were satisfied.



In order to use certain Services, you may be required to select or will be assigned one or more User IDs, Passwords or Security Devices. The use of a User ID, Password or Security Device, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. You agree to assign User ID's, Passwords and Security Devices uniquely to individuals, and manage these User IDs, Passwords and Security Devices and be liable for all actions taken with them as described in *Acknowledgement of Commercially Reasonable Security Procedures* (below) and *Liability* (below). In addition the Bank may offer optional additional security enhancements. If you elect not to use these optional security enhancements we will not be liable for the amount of any unauthorized transactions arising from the use of any Service. **You are responsible for safeguarding the User ID's, Passwords and Security Devices. Providing them to another person effectively constitutes a grant of authority to access your accounts.**

#### **Security Procedures Wire Transfer and ACH Processing**

You agree to use the Wire Transfer and/or ACH Processing Services in accordance with our Security Procedures. The purpose of the Security Procedures is to verify the authorization-and authenticity of Wire Transfer and ACH Processing requests submitted to us in your name. You represent and warrant each time you use the Wire Transfer or ACH Processing service that, in view of its requirements, the Security Procedures are a satisfactory method of verifying the authenticity and authorization of the request and you agree the Security Procedures are commercially reasonable. In connection with any transfer request, you shall be responsible for its compliance with the Security Procedures. If we comply with the Security Procedures established by us to which you have agreed, we shall not be liable for the amount of any unauthorized transfer that is purported to be originated by you.

The Customer agrees to follow the security procedures in exact detail. The Customer will take all steps necessary so that these security procedures are likely to be successful under the circumstances of the Customer's business and its day-to-day methods of effecting wire and ACH transfers, including without limitation, the steps set forth in herein.

- The bank reserves the right to electronically record and retain any data transmission or telephone conversation between your authorized caller and us. By signing this agreement you consent to our recording of such conversations. However, the decision to electronically record is totally within our discretion and we shall accept no liability for failure to do so. Customer shall notify all Authorized Representatives of the customer of this provision prior to them using the service or making any calls.
- The Customer shall take all steps within its control to keep these procedures confidential and effective to prevent unauthorized transactions.
- Authorized representatives may be required to complete a Security Code Designation Form Schedule B to select a Security Code (number or word). If required, this Security Code must be given to the Bank in order to execute, amend or cancel a wire transfer or ACH file. If this Security Code is not given to the Bank correctly or not given at all, the wire transfer instruction or ACH file will not be processed. If the Security Code is compromised by the customer in any way, the customer is liable for any fraudulent wire(s) or ACH transactions resulting from this.
- The Bank does not guarantee that the security procedures will be effective. The Bank also does not represent or warrant that the security procedures will detect errors in the transmission or content of the wire transfer, ACH transaction or communication; the Bank will have no liability if such an error occurs; unless such error was directly caused by the gross negligence or willful misconduct of the Bank's employees.

#### **Additional Security Procedures ACH Processing**

Customer is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Bank. The occurrence of such notification will not affect any transfers made in good faith by Bank prior to the notification and within a reasonable time period to prevent unauthorized transfers.

- **Acceptance/Rejection of Entries-** Bank will accept as authentic an input file which passes Bank's System edit and will reject a file which does not pass Bank's System edit. Customer agrees that a file which passes Bank's System edit and all Entries thereon shall conclusively be deemed to be authorized by Customer.
- **Rejection of File** -When a file has been rejected for any reason, a call will be made to the Authorized Representatives listed on Treasury Management Services Master Agreement. If an authorized Representative is not available, the file will not be processed. Customer will not submit files or anticipate settlement of entries on non-processing days set forth in the Master Agreement Terms and Conditions section titled Federal Reserve Holiday Schedule.

#### **Physical and Electronic Security**

Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data, systems and computers in the Customer's possession or under the Customer's control. The Bank is not responsible for your computers security and any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," "trojans" and/or "spyware"), or problems, malfunctions, or non-authorized transactions resulting from any computer viruses or unauthorized counterparty, or any related problems that may be associated with the use of an online system or any Wire/ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's computer systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's computer systems or accessed through Business Online Banking.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

#### **Breach of Security Procedures**

In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

### **Acknowledgment of Commercially Reasonable Security Procedures**

You agree to comply with the "Security Procedures" and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any (a) code, User ID, and/or Password; (b) Secure Socket Layer (SSL) with at least 128-bit encryption; (c) multi-factor authentication that utilizes User IDs, Passwords & Security Devices (if applicable) ; (d) challenge-response mechanism for forgotten Passwords; (e) required sign-on every 90 days; (f) minimum Password length settings; (g) time-out limits to log inactive users of Online Banking, or (h) transaction dollar limits or other means, or method of authentication or identification used in connection with a Security Procedure (collectively, "Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

You agree to appoint and designate an administrator (the "Administrator") who will be authorized and responsible for creating and maintaining subsequent User IDs, Passwords and Security Devices on your behalf, including assigning and revoking access privileges for persons to use the Service, ("User") and providing new and subsequent Security Devices to those Users. Bank will provide Customer's designated Administrator, through United States postal mail and/or other delivery service selected by Bank at Bank's option, with a User ID number and Password, and Security Devices to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Customer, including but not limited to this Master Agreement.

You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedure or Security Devices to any unauthorized person. You also agree that (a) no group or shared User IDs, Passwords or Security Devices will be issued; (b) that each user shall have his or her own User ID, Password and Security Device (if applicable); and (c) that Users shall not share User IDs, Passwords or Security Devices with each other. You agree you are responsible for obtaining, configuring and maintaining a secure malware free computing environment including, without limitation, installing and maintaining an up-to-date (Release versions and definitions) of firewall and anti-virus and anti-spyware/malware software. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by your, your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.

You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

### **Limitations**

Your use of the Services is subject to the following limitations: There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Online Bill Payments can only be made with U.S. currency. In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change. No Online Bill Payments may be made to Payees outside the United States. Additional limitations may be contained in this Master Agreement or the Product Schedules. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

### **Data and Information Supplied by You**

You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service, if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to you for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Product Schedule and the Operating Instructions.

You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any data or other information that is not received by Bank or for any data or other information that is intercepted or altered by an unauthorized third party. You agree that Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by you in connection with a Service.

**Deadlines**

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

**Remotely Created Checks**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; (3) you agree to indemnify and hold us harmless against any all claims and (4) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**Privacy and Confidentiality**

An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is available on our website and at our banking locations.

**Confidentiality and Non-Disclosure**

By requesting or using any Service, you agree and acknowledge that we will use reasonable efforts to hold in confidence all confidential information received by us in connection with the use of any Service. However, confidential information shall not be deemed to include any information which (i) is or becomes generally available to the public other than as a result of a disclosure by us; (ii) is or becomes available to us on a non-confidential basis by a third party that rightfully possesses the confidential information and has the legal right to make such disclosure; or (iii) is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body or by law, rule or regulation or by subpoena or other legal process. Furthermore, you acknowledge and agree that confidential information will be disclosed to certain employees, agents, and third-party independent contractors as necessary to provide the Services set forth above. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Product Schedule all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. You agree that any specifications or programs developed by the Bank in connection with this Master Agreement and any applicable Product Schedule or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. Notwithstanding anything to the contrary contained herein, it is acknowledged and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. This confidentiality and non-disclosure clause shall survive the termination of this Master Agreement.

**USA PATRIOT Act and OFAC**

You agree and acknowledge that, in compliance with the USA PATRIOT Act, we have adopted a Customer Identification Policy for the verification of the identity of all of our customers. You agree to provide all documents and records deemed necessary by us to adequately confirm your identity and the identity of any persons authorized to use or access any Service. We reserve the right to withhold our agreement to provide any requested Service until we have, to our satisfaction, verified your identity. You also acknowledge and agree that your identity as our customer, and the identities of any persons authorized to use or access any Service, will be compared against the List of Specially Designated Nationals and Blocked Persons promulgated by the United States Office of Foreign Assets Control (OFAC), and that we will not provide any Service to any person or entity that appears on that list. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).)

**Limitation of Liability**

We agree to use substantially the same type of procedures in performing the Services requested by you as we use in performing similar services on our own behalf. This standard of care, and our compliance with any instructions given to us by you, or reasonably believed by us to have been given by you, shall constitute a reasonable and ordinary standard of care.

We will be responsible only for performing the Services expressly provided for in the Master Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those Services. We will not be responsible for any loss, delay, cost, or liability which arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, or those of third parties; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, or delay in the transmission or delivery of data, records, or items; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), inclement weather or acts of God; (f) causes beyond our control; (g) the application of any government or funds transfer system rule, guideline, policy, or regulation; (h) the lack of available funds in your account to complete a transaction; or (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf. To the fullest extent allowed by law, Bank's liability to you under this Master Agreement or any applicable Product Schedule shall be limited to correcting errors resulting from Bank's gross negligence or willful misconduct. Without limiting the generality of the foregoing, in no event will our liability for any loss, cost, or liability arising from our gross negligence or willful misconduct exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by UCC 4A.

In the event the Customer cannot create or transmit a transaction(s) due to hardware or communications outage, it is the responsibility of the Customer to have contingency procedures in place. In the event the Bank cannot process the file through normal channels, reasonable effort will be taken by the Bank to find alternate means to process the file. The Bank will not be held liable for delayed files in any case resulting from hardware or communication outages.

**BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR**

COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

EXCEPT AS REQUIRED BY LAW OR AS OTHERWISE PROVIDED HEREIN, IN ADDITION TO THE ITEMS DELINEATED IN THE PRECEDING PARAGRAPHS, WE EXPRESSLY ASSUME NO RESPONSIBILITY AND WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES; (ii) ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) DELETION, MIS-DELIVERY, FAILURE TO STORE DATA; (v) ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES; OR (vii) STATEMENTS OR CONDUCT OF ANYONE ON BEHALF OF THE SERVICES. THIS ENTIRE SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND ANY SERVICES.

#### Disclaimer of Warranties

EXCEPT AS REQUIRED BY LAW, YOU EXPRESSLY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE EXPRESSLY MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### Equipment & Software

To access and use one or more of the Services, we may require that you have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, Internet access and services, and/or Service Equipment and Service software, "Customer System".

You are responsible at your sole expense for: (i) obtaining the Customer System, (ii) properly maintaining, in accordance with the vendors recommendations, the Customer System in good working order and ensuring that the Customer System continuously meets all of our applicable requirements as stated in these General Terms, the applicable Product Schedule and User Guides or as otherwise provided to you ("Customer System Requirements"), (iii) the performance, functionality, input, output and connectivity of the Customer System, (iv) any damage to the Customer System, whether in connection with use of the Services or otherwise, and all necessary repairs and/or replacements, and (v) having all maintenance, repairs, upgrades and replacements required herein performed by properly trained personnel, whether they are employees of Customer or third-party employees, (vi) implementing reasonable measures to protect the security of the Customer System against unauthorized access to and/or use of the Services or Services data and information entered or delivered through the Customer System. At our request, you will allow us or our designated representative to inspect or review the Customer System to ensure compliance with the Customer System Requirements. Such inspections or reviews will be conducted during normal business hours and in a reasonable manner so as not to disrupt your normal business operations. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by an incompatible, improperly installed or improperly maintained Customer System. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

Due to periodic upgrades in software, new releases may be issued. If there is a fee associated with a new release, you will pay this fee. You are responsible, at your cost, for the installation, maintenance, and support of any new releases of software. You will immediately return to us any software and associated documentation upon cancellation of the Service or termination of the Master Agreement, or earlier upon demand by us.

#### Data Review

You have sole responsibility for confirming the accuracy and validity of all information, data, entries, and processing services prepared by us and delivered to you in connection with any Service. You agree to carefully review all records and other information provided or made available to you by us and to report any discrepancies within forty five (45) Business Days of your receipt of the record or other information. Your failure to promptly report to us within such specified time the existence of any discrepancies in any record or other information constitutes your acceptance of the record or other information as valid and accurate and shall preclude you from asserting against the Bank any claims arising from or any loss caused by the discrepancy.

#### Federal Reserve Holiday Schedule

For determining availability of your deposits, every day is a banking day ("Business Day"), except Saturdays, Sundays, and Federal holidays; which are listed below. For holidays falling on Saturday, the preceding Friday will be a banking day. For holidays falling on Sunday, the following Monday will be considered a holiday.

Banking Day refers to one of our banking days as defined in 12 CFR 229.2.

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

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

For more information and access to the exact dates as provided by the Federal Reserve website at: <http://www.frb services.org/holidayschedules/index.html>

#### **Indemnification**

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will indemnify, defend and hold the Bank, its service providers, its affiliates, partners, officers, directors, employees and agents harmless from any and all third-party liabilities, claims, costs, expenses, and damages of any nature (including but not limited to attorney's fees) arising out of or relating to your use of Services, our reliance on the information, instruction and/or authorization provided by you under or pursuant to this Agreement, our provision of the Services, your failure to report required changes, transmission of incorrect data to Bank, your violation or breach of any of your warranties, representations and/or obligations under this Master Agreement, any applicable Product Schedule, or any other agreement between you and the Bank, including but not limited to, the Deposit Agreement, and/or your breach of applicable laws, rules or regulations. This paragraph shall survive termination of the Agreement or any Service you are using.

#### **Representations and Warranties; Compliance with Laws, Rules and Regulations**

You represent and warrant to us that (a) you are duly organized, validly existing, and in good standing in the state of your organization; (b) the execution and performance of this Master Agreement and any other documents or records provided in connection with any Service is duly and validly authorized and does not violate your charter or by-laws or any law or regulation; (c) your primary use of any Service is for business purposes and not for personal purposes and that you are not a "consumer" as that term is commonly used in statutes and regulations governing consumer transactions; and (d) the terms and conditions of this Master Agreement and any other document or record executed or delivered by you in connection with any Service are valid and binding.

You agree that your use of any Service, and any transaction you initiate using a Service, does not violate any rule, law, or regulation, including, without limitation, (a) any federal or state regulations, rules, orders, guidelines, operating circulars and pronouncements governing any payment transfer or transaction; (b) the Uniform Commercial Code; or (c) any Rule or Guideline promulgated by any governing trade association (e.g. the National Automated Clearing House Association, Electronic Check Clearing House Organization, etc.). You agree that all of our agreements or obligations arising in connection with any Service shall be suspended if our performance of any such agreement or obligation is determined by us to violate or be in conflict with any federal or state law or regulation, or the rules and guidelines of any governing trade association.

We shall be entitled to rely on any written notice believed by us in good faith to be signed by one of the authorized representatives whose names and signatures are set forth in this Master Agreement and the implementation process and forms.

#### **Notification Procedures**

Notices from us to you regarding any Service may be in writing delivered to you by first class mail, hand-delivery, facsimile, or email, or, if a Service is provided by access to an internet website, by posting the notice or communication on the website. For purposes of the foregoing, Notice is deemed effective once deposited in the United States mail or when the facsimile or email is actually sent. Immediate Notification upon discovery of a stolen security device (User ID, Password, Security Device, Computer), is required and shall be to the Seacoast Telephone Banking Center (800)-706-9991 or 772-287-4000 M-F 7 – 7, Saturday 9 – 4. Notices from you to us regarding any other Service may be delivered by first class mail or hand-delivery.

#### **Governing Law**

This Master Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state of Florida except to the extent that this Master Agreement can and does vary such rules or laws associated with the Services being provided.

#### **Waiver of Jury Trial/Arbitration**

Customer and Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this Agreement or the Service used by Customer. Bank and Customer agree that the Services provided under this Agreement involve "commerce" under the Federal Arbitration Act ("FAA") All disputes, controversies, or differences which may arise between parties out of or in conjunction with this Agreement, which cannot be settled by negotiation within thirty (30) calendar days of the matter first being notified in writing to the other by the complaining party, shall be finally settled by binding arbitration under the FAA in Stuart, Florida, in accordance with arbitration rules to be designated by Bank in its sole and absolute discretion in guidelines published by Bank from time to time. This agreement to arbitrate disputes will survive the closing of your Account(s) and the termination of this Master Agreement or any Product Schedule or supplemental agreement.

#### **Miscellaneous**

You may not assign this Master Agreement or any of the rights or duties hereunder without our written prior consent. We shall have the right at any time to assign its rights under this Agreement to another financial institution that is an affiliate of the Bank, or to any other entity or institution with which the Bank may merge or transfer or share substantially all of its assets, in which case such affiliate, entity or institution shall be substituted for the Bank. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver. This Master Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns (where permitted). This Master Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder. In the event that any provision of this Master Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Master Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. The headings and captions contained in this Master Agreement and any applicable Product Schedule, User Guide, and/or supplemental agreement are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule, User Guide, and/or supplemental agreement or its interpretation, construction, or

meaning. Customer and Bank acknowledge and agree that the relationship between Bank and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

#### **Signatures**

Signatures received via facsimile (fax) or scanned images. If Customer faxes or e-mails any scanned document to Bank signed, Customer agrees that it was its intention that: (i) Customer's fax/scanned signature is an electronic signature under applicable federal and state law, (ii) the fax/scan be an original document, (iii) Customer intends on conducting business with Bank by electronic records, electronic contracts, and electronic signatures, (iv) Customer's consent under (iii) to be electronically given under applicable federal and state law.

#### **Financial Information and Audit**

Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Service. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Agreement and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to

review available reports of independent audits performed at the Customer location related to information technology, the Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Agreement or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service and this Agreement according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Service and to request reports from credit bureaus and reporting agencies for such purpose.

#### **Ownership of Website**

The content, information and offers on our website are copyrighted by Bank and/or its service providers and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

#### **Web-Linking Practices**

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

#### **Settlement Reserve**

Customer may be required to maintain a reserve ("**Settlement Reserve**") of an amount to be solely determined by the Bank. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Customer's obligations under this Agreement. Customer grants the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of customer's obligations under this Agreement have been fully offset.

#### **Internet Disclaimer**

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

## Glossary and Definitions

“Access Codes” means the identification codes, passwords, repetitive request numbers, and other access procedures used as a means of authenticating and accessing a Service.

“Account Documentation” means this Agreement together with all other documentation pertaining to your accounts including, without limitation, our Deposit Account Agreement, Resolutions, signature cards, passbooks, certificates of deposits, Schedule of Fees, and rate sheets.

“Account Agreement” or “Deposit Account Agreement” means a deposit account agreement between you and us relating to an Eligible Account.

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

“Authorized Representative” means a person who is appointed or named in writing by another person to be authorized to act on behalf of such other person with respect to all matters within the scope of such designee’s designated authority.

“Available Funds” means funds on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC and the Bank’s applicable funds availability schedule and policies.

“Bank”, “we”, “us”, and “our” refer to *Seacoast National Bank*, or as defined in the Treasury Management Services Master Agreement.

“Bank Business Day” or “Business Day” means any day other than a Saturday, Sunday, or federal holiday on which we are open to the public for carrying on substantially all of our business.

“Check Issue Report” means a record describing checks drawn by the Customer on an Authorized Account, provided by the Customer to the Bank.

“Customer Identification Programs/Policy” (CIPs) means a program required by federal law to prevent financing of terrorist operations and money laundering. The requirements go beyond just verifying your identity. Financial Institutions must now keep records of identifying information and check customer/member names against terrorist lists. This applies to *anyone* who opens a new account.

“Cut-Off Hour” means the time of day that a function must be completed (see individual product schedules for specific cut-off times which may be amended from time to time).

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

“Electronic Check Clearing House Organization” (ECCHO) means a not-for-profit, mutual benefit, national clearinghouse that is 100 percent owned by its member institutions. ECCHO was created in 1990 by banks as a cooperative venture to encourage the implementation of electronic check presentment (ECP). ECCHO’s primary activities can be divided among three functions: 1) rules development and maintenance; 2) industry education; and 3) industry advocacy.

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

“Eligible Account” or “Authorized Account” or “Designated Account” or “Account” means a demand deposit account or other deposit account or loan account you have with us that we permit to be linked to a Service.

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

“Exception Check” means a Presented Check that does not match a check included in a Check Issue Report.

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

“Funds Transfer System” means the wire transfer network through which a wire transfer request will be transmitted.

“Information Services” means the availability of information regarding your accounts, including account balances, transaction information, check images, and, if you enroll, e-Statements. Information Services also includes the ability to create reports and account warnings (e-Alerts), and to export account information.

“Instructions” means any oral, written, electronic or other communication from you that instructs, directs, orders, or requests us to act on your accounts, including, without limitation, any instructions to: (a) transfer money between your accounts; (b) pay money to a third-party payee; and (c) cancel a prior instruction.

“List of Specially Designated Nationals and Blocked Persons” (SDN List) means a list of organizations and individuals who are restricted from doing business with the United States or American companies, or Americans. This includes terrorist organizations, individual terrorists, and state sponsors of terrorism (such as Iran, and North Korea). The list of “specially designated nationals” is maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC).

“Master Agreement” means the Treasury Management Master Agreement, as the same may change from time to time. All reference to Master Agreement includes all Schedules, Addendums, and Product Schedule or User Guides we provide to you from time to time.

“National Automated Clearing House Association” (NACHA) means the organization where standards, rules, and procedures for Automated Clearing House (ACH) transactions are established.

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

“Online Banking” means the Online-based program of Services offered through our website.

“Online Bill Pay” and “Online Bill Payment” means the payment of money from a Designated Account to a third-party payee.

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

“Other terms” have the meanings provided in the applicable Uniform Commercial Code.

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

“Pay/Return Request” means the instructions of the Customer to the Bank ordering the Bank to pay or not to pay an Exception Check.

“Positive Pay” means a service designed to detect fraudulent items whereby you electronically share with us your check register of all checks issued from your account with us. We pay all items charged to the Account unless you direct us not to do so by the daily deadline, in which event we will comply.

“Presented Check” means a check drawn on an Authorized Account and presented to the Bank for payment through the check collection system.

“Privacy Policy” means a written policy which usually contain details of what personal information is collected, how the personal information may be used, the persons to whom the personal information may be disclosed, and the security measures taken to protect the personal information.

“Product Schedule or User Guide” means any supplement, booklet, document, guide, or other record which we provide to you from time to time, whether written or in an electronic format, which contains terms, conditions, instructions or information regarding a Service or its use, as changed from time to time.

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

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

“Remittance Processing” refers to an Internet-based banking service generally provided for the collection of a customer's receivables and subsequent credit to the customer's account. The service includes the collection of mail from the customer's post office box, and the sorting, totaling, recording and imaging of the payments; the processing of items; availability of exception and stop payment processing features; and the consummation of necessary bank deposits (collectively, the “Remittance Services”).

“Remote Deposit” or “Remote Deposit Capture” refers to your deposit of Qualifying Items to the authorized Account by endorsing the paper originals, placing our name and the word “scanned” on them, and then scanning both sides of them and sending their accurate images to us, together with deposit instructions, via the Internet, rather than by providing us with the paper originals.

“Request” means request by means permitted under the relevant Service to transfer funds to a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

“Requirements of Law” means as to any person, a requirement imposed by any law, treaty, rule, regulation, ordinance, determination of an arbitrator, order of court or determination, advisory opinion, order, guideline, finding, or requirement of any other governmental authority, in each case applicable to and binding upon such person or any of its properties or to which such person or any of its properties is subject, either individually or jointly with another person or persons.

“Repurchase Collected Balance Sweep” provides for the investment of excess funds in Customer's Account in repurchase arrangements on the terms and conditions specified in this Product Schedule

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

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

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

“Security Devices” shall have the meaning set forth in the General Terms and Conditions section entitled *“Acknowledgement of Commercially Reasonable Security Procedures”*

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

“Services” means the Treasury Management Services and features of those services which we may provide from time to time.

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

“Suspect Report” means a record describing Exception Checks that is provided by the Bank to the Customer under Positive Pay.

“Target Balance” means the available balance designated on the Treasury Management Master Services Agreement that you wish to maintain in the Account and above which the Bank will sweep funds out of the Account and to which the Bank will sweep funds into the Account.

“Treasury Management and Line of Credit Sweep” refers to a “sweep” arrangement in connection with the Customer's eligible Account with the Bank. This Sweep Service provides that collected and available funds in excess (“Excess Funds”) of a targeted minimum balance (the “Target Balance”), will be swept from the Customer's Account with the Bank and such funds will be applied as a principal payment to the Commercial Line of Credit.

“Transfer Services” means the transfer of money between Designated Accounts.

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

“Wire Transfer Bank Business Days” are Monday through Friday, excluding banking holidays and “normal business hours” are 9:00 a.m. to 4:00 p.m. (Eastern Standard Time or Eastern Daylight Savings Time on Bank Business Days).

“You and your” refer to the Customer identified in the Treasury Management Services Master Agreement.



## Remote Deposit Capture Services Product Schedule

### General Description

Subject to the terms, provisions and conditions of this Agreement, Bank shall provide the Remote Deposit Service to Customer, which allows Customer to make deposits to Customer's deposit accounts (each such deposit account an "Account" and, collectively, the "Accounts") from Customer's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "Processor"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the Procedures (as herein defined), must read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and other required information (each such file a "File" and, if more than one, "Files") to Bank or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "Deposit Agreement") and this Agreement. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of the Remote Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party. Customer hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Schedule and that Customer will not use the same or similar services of any other party.

### Remote Deposit Requirements

You can make Remote Deposits if, but only if, you satisfy the entire Scanner and Related Hardware and Software Requirements, Image Quality Requirements, and other requirements of this Agreement.

### Scanner and Other Related Hardware and Software.

We may provide you with equipment and/or software (collectively, "Equipment") that you can use to scan and transmit images of the front and back of Checks and other information (e.g., MICR line data) to us. You agree to use the Equipment only for the purpose of processing Checks and information in the manner permitted by this Agreement. You agree not to: (a) use Equipment outside the United States without Bank's prior consent; (b) use the Equipment to process Checks through other institutions; (c) use the Equipment at a location other than your regular place of business; (d) perform or allow others to perform alterations or repairs to the Equipment without our written consent; or (e) attempt to bypass or disable any security feature of the Equipment.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Software"), (b) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Remote Deposit Service (everything in this clause (c) together with the Remote Deposit Procedure Manual, collectively, the "Documentation") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

### Checks Deposited

Customer hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Customer further agrees that it will not remotely deposit any check or other items that: (a) are payable to any person or entity other than Customer, (b) are drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, (c) are prohibited by Bank's then current procedures pertaining to the Remote Deposit Service (the "Procedures") or are in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) Checks that have previously been returned unpaid for any reason; (f) Checks that are postdated or more than 6 months old; (g) Checks payable to "Cash"; (h) Any Check or Checks that exceed the transactions limitation(s) that we establish from time to time; (i) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (j) is a Remotely Created Check, or (k) which are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (k) each a "Prohibited Check" and, collectively, "Prohibited Checks"). Customer grants Bank a security interest in all Accounts or other deposits (whether general or special) of Customer's at the Bank, and in all funds in such Accounts or other deposits, to secure Customer's obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

### Image Quality Requirements

Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- a) the amount of the Check;
- b) the payee of the Check;
- c) the signature of the drawer of the Check;
- d) the date of the Check;
- e) the Check number;
- f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by and to permit us to satisfy all pertinent requirements of the following: the American National Standards Institute (“ANSI”) the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations; all other state or federal laws and regulations; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the Procedures, Customer shall ensure that the following information is captured from the MICR line of each Check:

- a) the American Bankers Association routing transit number (“RTN”);
- b) the number of the account on which the Check is drawn;
- c) when encoded, the amount of the Check; and
- d) when encoded, the serial number and the process control field of the Check.

#### **Scanning of Checks and Transmission of Files.**

Customer shall (a) endorse each Check to be deposited in accordance with the Procedures, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and other information to Bank or its Processor in accordance with the Procedures, a copy of which Procedures have either heretofore been, or are herewith, provided to Customer by Bank, and Customer acknowledges receipt thereof. Bank reserves the right to amend the Procedures, with or without prior notice to Customer. Bank may also require Customer to comply with Security Procedures (as defined in the General Terms and Conditions) to access the Remote Deposit Service. The specific Security Procedures will be described in the Procedures. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. Customer may send multiple Files to Bank or Processor throughout the day. The total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified in the Application Form (the “**Deposit Limit**”). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than 7:00 p.m. EST (the “**Cut-Off Time**”) (which we may change from time to time) or on a Saturday, Sunday, state banking or federal holiday, may be deemed received by us as of the next Bank Business Day. A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank’s technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank’s records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer’s receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

#### **Review of Transactions**

You agree to view the images of each scanned Check (front and back) that you send to us. If you do not receive a transmission receipt for each batch transmission, please contact us or use our online service to confirm our receipt of your batch file. If Check information received by us is not complete or cannot be processed by us for any reason, we may reject the Check, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account.

#### **Maintenance and Destruction of Original Check**

Customer shall securely store all original Checks for a period of thirty (30) days after transmission date (such period the “**Retention Period**”). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be non-public personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

#### **Receipt of File.**

Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the Procedures. If Bank determines that Customer has not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “**Corrected File**”). As a form of correction, Bank may credit Customer’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance herewith and with the Procedures, the File is balanced and the Images meet the requirements of this Agreement, then Bank shall accept the File (an “**Accepted File**”) for deposit to Customer’s Account. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer’s Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

#### **Provisional Credit and Availability of Funds.**

Upon acceptance of the File, Bank shall grant Customer’s Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, “Provisional Credit” means that the credit is made to Customer’s Account subject to final payment of the Checks and subject to the

terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure.

#### **Collection of Checks.**

Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

#### **Contingency Plan.**

Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature sustained by Customer as the result of the inability of Customer to use the Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

#### **Warranties**

Customer represents, warrants and covenants the following to Bank:

- (a) Checks Deposited. Customer shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- (b) -Neither you nor any third party has taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another institution from capturing or processing such information;
- (c) Image Quality. Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement
- (d) Accuracy of Information. All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
- (e) No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- (f) No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- (g) Information. All information provided by Customer to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Bank;
- (h) No Litigation. There is no action, suit or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations. Customer is solvent and account will maintain sufficient funds;

#### **Exclusion of Warranties**

**WE AND THE PROVIDERS OF ANY EQUIPMENT WE MAKE AVAILABLE TO YOU MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICE OR ANY EQUIPMENT. YOU HEREBY WAIVE AND RELEASE US AND OUR EQUIPMENT PROVIDERS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR OUR EQUIPMENT PROVIDERS WARRANT THAT OPERATIONS OF THE EQUIPMENT OR SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.**

#### **Indemnification and Liability; Third Party Claims**

In addition to the indemnification provisions contained in the General Terms and Conditions, Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, the Remote Deposit Service, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from Customer's: (i) destruction of original Checks, (ii) deposit of an electronic representation of a substitute check into an Account instead of an original Check, and/or (iii) deposit of a prohibited check; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct. The terms of this paragraph shall survive the termination of the Remote Deposit Service.

#### **Returned Items**

If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer.

#### **Information and Access**

Bank may from time to time request information from Customer in order to evaluate a continuation of the Remote Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or

the Remote Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Agreement and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the Remote Deposit Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Remote Deposit Service according to the provisions hereof.

#### **Other Terms**

This Agreement (including Implementation documentation) incorporates, and supersedes where inconsistent, the terms of your deposit account agreement with us.

## **iLockbox Remittance Processing Product Schedule**

#### **Description of Service**

The iLockbox Service is a Service offered by Bank to Customer whereby Customer directs those persons or entities making payments and other remittances to Customer to mail the payment and certain documentation to a Post Office Box from which Customer has authorized Bank and/or Bank's subcontractor (the "Processor") to remove the contents. The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a subcontractor on behalf of Bank including, but not limited to, the receipt and processing of checks and remittances and any data related thereto. It is the responsibility of the Customer to notify remitters that remittances shall be mailed to the Lockbox assigned by Bank. Bank and/or Processor shall perform certain specified functions and deposit the checks into Customer's account. Customer hereby requests and Bank has agreed to perform the Lockbox Services as provided in this Product Schedule.

#### **Checking accounts**

The Customer shall open a Checking Account(s), into which the Remittance payments shall be deposited, and shall submit all forms and documents, including but not limited to, signature cards, partnership agreements, and resolutions, as required by Bank in conjunction with this Service. Each Checking Account shall be subject to the Bank's rules, regulations and fees. The Bank is not obligated to process any Remittance payments or perform any Remittance services until the appropriate account has been established.

#### **Chargebacks**

When the Bank receives a Remittance Payment, it shall credit the appropriate Account for the full amount of the payment. Funds received at the Customer's P.O. Box after 9:00 A.M. may not be credited until the next Bank Business Day. All funds are credited conditionally subject to "final payment" and clearance of all remittances. The Bank reserves the right to reverse any credit that is subsequently disputed or fails to clear.

#### **Authorization to Establish Post Office Box**

Customer hereby authorizes Bank to establish a Post Office Box in Bank's name and Bank shall have exclusive access to the Post Office Box. Customer shall execute any and all forms required by the Postmaster to establish the Post Office Box and to grant Bank exclusive access thereto. Customer shall not have access to the Post Office Box and shall not authorize any other person or entity to have access to or remove the contents of the Post Office Box.

#### **Authorization to Process Deposits**

Customer hereby authorizes Bank to open the envelopes addressed to Customer, process the contents, indorse the items on behalf of Customer, prepare deposit tickets, deposit the checks to Customer's account, and perform any other functions specified in *Bank Processing Procedures* below. Notwithstanding the foregoing and as provided elsewhere in this Product Schedule, Bank may deposit items to Customer's Account without indorsing items in Customer's name.

#### **Bank's Duties and Responsibilities**

(i) Processing Items. As an agent for Customer, Bank shall remove the contents of the Post Office Box each banking day at intervals determined by Bank in its sole discretion. Customer acknowledges and agrees that removal of the items from the Post Office Box shall constitute delivery of the items by Customer to Bank for collection. Bank shall open the envelopes, process the contents, and deposit the checks into Customer's account in accordance with *Bank Processing Procedures* below. Bank shall use reasonable efforts to process all items removed from the Post Office Box on the banking day the items are removed therefrom; however, Customer agrees that Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to process items or to perform any other obligations under this Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control. Additionally, Bank shall have no liability to Customer for failure to process all items on any given day if the volume received by Bank for all of Bank's lockbox customers exceeds Bank's ability to process all of the items on the day of receipt.

(ii) Bank Shall Not Examine Items. Customer acknowledges and agrees that Bank will not examine items received by Bank and processed in conjunction with the Service rendered by Bank. Therefore, legends and other instructions placed on items such as, but not limited to, "not valid over \$500," "void after 90 days," "full accord and satisfaction," shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, post dated checks, stale dated checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Customer further acknowledges and agrees that Bank shall not be liable to Customer for any loss that Customer may suffer as the result of Bank's processing items containing such legends, instructions, or irregularities. Customer will be responsible for notifying their payors to send directly to Customer any payments which should not be processed through the lockbox given the limitations stated above. Notwithstanding the foregoing, and without creating any liability on the part of Bank, if Bank detects an alteration, an incomplete check, post dated check, stale dated check, or other irregularity, Bank shall send such item to Customer.

(iii) Endorsement of Checks. The Uniform Commercial Code provides that a bank becomes a holder of unendorsed items when the customer who is a holder of the item delivers the item to a depository bank for collection. In accordance with that section, while Customer authorizes Bank to endorse items in its name and on its behalf, Bank may, in its sole discretion, elect not to place Customer's endorsement on items deposited by Bank to Customer's account.

### **Bank Processing Procedures**

- (i) Each Bank Business Day, the Processor will collect all incoming remittances from the Post Office according to Processor's established delivery schedule. Once received, Bank will open the envelopes and remove the checks, money orders, cash, and other forms of payment ("**Remittances**"), and the statements, invoices, correspondence, papers, documents, or other items ("**Remittance Materials**"). Remittance Materials and envelopes containing Remittance Materials must be of a size and paper quality so as to be properly processed through Bank's equipment without damage. Bank shall add the checks received for deposit, prepare a deposit slip, and make the deposit to the Lockbox Account, provided that for Retail Processing, Exception Items (defined below) will be handled according to the Exception Item procedures outlined below. Except as otherwise specifically provided in this Product Schedule, Bank will not reconcile the checks, cash, or other items in the envelopes to the invoice, statements or other documents contained in the envelope.
- (ii) The Processor will provide the Customer with a website address where the Customer can view reports and images of daily transactions in the Customer's account(s). Each Customer shall also be provided with a unique user ID and password that must be entered in order to access the Remittance account(s).
- (iii) Cash Payments. All Remittance payments must be by personal check, certified check or money order. Cash will not be accepted. If cash is received from the Customer, the payment will not be credited and the Processor will return the cash to the Customer.
- (vi) Bank will contact any of the Customer Representatives with any questions that may arise in processing the Lockbox.
- (vii) With respect to improperly encoded items, Customer agrees that Bank may make appropriate adjusting entries debiting or crediting Customer's account at the time the discrepancy is discovered. Notice will be given to Customer at the time the entry has been made.
- (viii) Unless otherwise requested in writing by Customer, Bank will handle the following items in the manner indicated and Bank shall have no liability to Customer for taking such action:
- A. Checks bearing the notation "payment in full" or any notation similar thereto will be processed.
  - B. Checks shall be processed regardless of date.
  - C. Foreign items will be processed according to the Bank's usual operating procedures for processing foreign items.
  - D. Undated checks will be processed.
  - E. Checks payable to a payee other than Customer will be processed.
- (v) Procedures for Retail Processing Only
- A. In the event that the Processor receives a Remittance Payment that is unacceptable (an "Exception item") the Processor shall post notice of the Exception item to the Customer at the Remittance website, in the Exception Processing Application area (the "EPA Area"). Exception items shall not be credited into the Customer's Remittance Account. The following are some of the conditions that can cause an item to be deemed exceptions:
    - a. Checks received without coupon
    - b. Check amount does not match coupon/payment due
  - B. Each processing day, the Customer will have access to the EPA Area, which will indicate all Exception items from the previous processing day and the action that the Customer must take with regard to any such items. Exception items will be posted only in the EPA Area, and it is the sole responsibility of the Customer to check the EPA Area from time-to-time to discover the existence of Exception items and to take appropriate remedial action. If the Customer does not make a decision on Exception Items, the items will be forwarded unprocessed to the mailing address set forth in this Agreement.
  - C. Stop Payments. The Customer may request that the Bank stop crediting Remittance payments from a particular payee. Stop Payment Orders may be requested solely by entering the Stop Payment Order directly into the EPA Area. Stop Payment Orders received by the Bank after 2 PM will be enforced as of the next Bank Business Day. Any payments effected by the Stop Payment Order shall be returned to the Customer. The Customer assumes full responsibility and liability for stop payments entered into the system. Stop Payment Orders shall remain in effect until terminated by the Customer by deleting the stop from the EPA Area.

### **Customer Obligations**

- (i) Retail Processing use of Coupons/Remittance Document. The Customer must include an encoded coupon/remittance document (according to provided Processor specifications) along with each Payment. Failure to include a remittance document may result in the exception of the payment.
- (ii) Retail Processing Exception items. It is the sole responsibility of the Customer to monitor the EPA Area to remedy Exception items. Any Exception items that are corrected by 2 PM will be credited to the Customer's Remittance Account on the same Bank Business Day that such corrections are made.
- (iii) Customer System Requirements. The Customer must have access to the Internet and the current version or the most previous version of Internet Explorer web-browser in order to use the Remittance services. The customer must also have the current version or most previous version of Adobe Acrobat in order to read the report files in .pdf format. These system and software requirements may be subject to change, and it shall be the sole responsibility of Customer to ensure that Customer's equipment is sufficient to use the Remittance services.
- (iv) Customer Information. The Customer shall promptly notify the Bank of any change in the Customer's mailing address or telephone numbers.
- (v) Indemnification. Customer agrees to, and does hereby, indemnify and hold the Bank harmless from and against any and all expenses, costs, (including attorneys' fees) claims, causes of action, and liabilities resulting from claims by third parties which directly or indirectly arise from the handling of, and credit given for, remittance items handled under this Product Schedule, it being understood and agreed that Bank acts herein as agent for Customer.

### **LIMITATION OF LIABILITY FOR SERVICE**

WITHOUT LIMITING THE GENERALITY OF THE *LIMITATION OF LIABILITY* SECTION OF THE GENERAL TERMS AND CONDITIONS OF THE MASTER AGREEMENT, THE ENTIRE LIABILITY OF BANK TO CUSTOMER HEREUNDER, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL BE LIMITED TO THE ACTUAL, PROVEN DAMAGES OF CUSTOMER THAT ARE THE IMMEDIATE AND DIRECT RESULT OF AN ACTION OR FAILURE TO ACT BY BANK CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

# Treasury Management Sweep Accounts Product Schedule

## Master and Sub Account General Overview

You will identify one or more of the Accounts on the Master Agreement Application as Sub Accounts (SUB). Subject to the terms and conditions set forth in this Agreement, the Bank will transfer funds to or from each so the balance in such SUB at the close of each posting day shall be the target balance specified by Customer on the Master Agreement Application (the "Target Balance"). If no amount is stated for the Target Balances then such balances shall be zero (\$00.00). The Target Balance may be adjusted from time to time upon mutual agreement of Bank and Customer. A Master Account may be linked to multiple SUBs and may, itself, be a SUB linked to another Master Account. If a Master Account is not a SUB, it is also an "Ultimate Master Account". An Ultimate Master Account is a concentration account and is the final Master Account in any chain of linked SUBs and Master Accounts. All Master Accounts, including the Ultimate Master Account, that are linked to one or more SUBs are collectively referred to herein as the "Master Accounts."

## Funds Movement Between Master and Sub Accounts

When a SUB does not have sufficient funds to cover checks, transfers and other debits (collectively, "Debits") from such Account, the Bank will automatically transfer to the SUB available funds in the Master Accounts to which such SUB is linked in an amount sufficient to pay Debits. If there are insufficient available funds in the Master Accounts to pay Debits, we reserve the right, in our sole discretion, to pay or return any such Debits. If the Bank pays any Debit that overdraws a SUB (because of the lack of sufficient available funds in the linked Master Accounts), the payment of such Debit will result in a negative balance in a linked Master Account. At the close of each posting day, the Bank will automatically transfer to a linked Master Account any available funds in a SUB that are in excess of such SUB's Target Balance. If more than one SUB is linked to a Master Account or a chain of Master Accounts, the Bank will transfer available funds from the Master Accounts to cover Debits from all linked SUBs prior to making transfers from the Master Accounts to restore the Target Balance in the SUBs. If there are insufficient available funds in the Master Accounts to cover all Debits from all linked SUBs, the Bank reserves the right, in our sole discretion, to (a) pay or return any such Debits, and (b) advance funds to restore the Target Balance of any one or more of the SUBs. Any holds (i.e., restraints on payment of funds) applicable to a SUB shall be applied to the Master Accounts to which the Account is linked.

## Bank as Agent for Repurchase Agreement Sweeps

You hereby appoint the Bank as Your agent to invest for you Investment Funds (as defined below) in United States government or agency securities as indicated on the Master Agreement Application. The Bank hereby accepts such appointment.

## Sweep Transfers

On each of its banking days, Bank will use reasonable efforts to engage in Repurchase Transactions on behalf of Customer in an aggregate amount equal to the Investment Funds (as determined in this Agreement).

- **Corporate Treasury Management and Line of Credit Sweep.** On each of its banking days, the Bank is authorized and directed by the Customer to place all Excess Funds in the SUB as a payment of any outstanding balance on the Line. The Bank shall use reasonable efforts to transfer Excess Funds within one banking day after excess funds of the Customer become available on the Bank's books and records, and the Customer authorizes the Bank to conclusively rely on such books and records for purposes hereof. Any advance against Customer's Line under this Agreement is subject to the terms and conditions set forth in the Line Agreement and any and all other documentation in connection with said Line.
- **Repurchase Agreement Sweep.** On each banking day, Bank shall sweep the amount of funds in the SUB in excess ("Excess Funds") of the Target Balance and add the Excess Funds to the Investment Funds, to the extent such addition does not cause the amount of Investment Funds to exceed the maximum amount specified in The Treasury Management Services Master Agreement, if any ("Maximum Amount"). Only funds which are fully collected and available, as determined by the Bank in its sole discretion, will be used in determining total funds in the SUB, Excess Funds and Investment Funds.

The SUB is and will remain subject to all the terms, conditions, fees and charges and disclosures applicable to the SUB or to which the SUB is subject, none of which will be changed by this Agreement or the transactions or arrangements described in this Agreement.

## Repurchase Transactions

Each repurchase transaction conducted pursuant to this Agreement (each, a "Repurchase Transaction" and collectively, the "Repurchase Transactions") will involve the sale by Bank, as principal, to Customer of an undivided interest (the "Interest") in a pool of obligations of the United States government or any agency thereof (the "Underlying Assets") held in a Custodial Account with a market value on the date of sale by Bank equal to the Investment Funds, and Bank's subsequent repurchase of such Interest. The purchase price ("Purchase Price") for the Interest will equal the Investment Funds on the date of sale by Bank. On the banking day following such sale (the "Repurchase Date"), Bank will repurchase the Interest at the Repurchase Price, unless the Repurchase Date is delayed by circumstances beyond the reasonable control of Bank, in which case the Repurchase Date shall be on the next available Banking Day. Bank will act as agent for Customer in Customer's purchase and subsequent resale of the Interest. In evidence of such Repurchase Transactions, Customer will receive daily confirmations (each, a "Confirmation" and collectively, the "Confirmations"). The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the Repurchase Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail. The Repurchase Transactions provided by this Agreement will be available only to persons who establish and/or maintain an eligible Account with Bank. The terms of each Repurchase Transaction reflected in the Confirmations shall be binding on both parties, absent manifest error.

## Repurchase Price And Earning (Repurchase Sweeps Only)

The "Repurchase Price" for any Repurchase Transaction (Collected Balance Only) will equal the sum of (i) the Purchase Price for that Repurchase Transaction and (ii) an amount determined by the application of the appropriate Pricing Rate to the Purchase Price for such Repurchase Transaction on a 365 days per year or a 366 days per year basis, as the case may be, during the period commencing on (and including) the date of sale by Bank of the Interest for such Repurchase Transaction and ending on (but excluding) the date of repurchase by Bank of the Interest for such Repurchase Transaction. On the last banking day of each calendar month, Bank will determine the aggregate (the "Monthly Earnings") of the excess of the Repurchase Price over the Purchase Price, added over all Repurchase Transactions for which the Repurchase Date occurred during such calendar month. On the last banking day of each calendar month, Bank will add the Monthly Earnings to the Investment Funds, regardless of whether such addition causes the Investment Funds to exceed the Maximum Amount. THE EXCESS OF THE REPURCHASE PRICE OVER THE PURCHASE PRICE AND THE MONTHLY EARNINGS ARE NOT EXCLUDABLE FROM FEDERAL AND STATE INCOME TAXES.

**Pricing Rate** (*Repurchase Sweeps Only*)

For any Repurchase Transaction entered into while the amount of the Investment Funds exceeds \$2,500, the "Pricing Rate" will be the rate set by Bank in its sole discretion. For any transaction entered into while the amount of the Investment Funds is less than \$2,500, the "Pricing Rate" will be equal to Bank's savings rate, as determined by Bank from time to time. **THE PRICING RATE WILL BE ESTABLISHED BY BANK IN ITS SOLE DISCRETION AND MAY BEAR NO RELATIONSHIP TO THE INTEREST RATES ON THE UNDERLYING ASSETS OR OTHER SECURITIES.**

**Redeposit of Funds in the Account**

On each banking day, Bank will transfer into the Account so much of the Investment Funds as may be necessary (if any) so that for:

- **Treasury Management and Line of Credit Sweep** - in the event the Account's balance of collected, available funds drops at any time below the Target Balance, an amount necessary to restore the Target Balance will be redeemed from the Line up to the then available balance and the net proceeds will be redeposited in the Account. Should the balance of the Line and the Target Balance be insufficient to cover the charges to the Account, The Bank may cancel this Agreement immediately without notice. This Agreement is not intended to and shall not provide, overdraft protection, and in no event does the Bank provide any assurance that transactions by the Customer in its Account will not result in an overdraft or the incurrence of overdraft or other charges applicable to such Account.
- **Repurchase Collected Balance Sweep** - the amount of funds in the Account is equal to the Target Balance.

Customer hereby grants Bank the authority to transfer such amounts into the Account. Any portion of Investment Funds (after any charges) not transferred into the Account will be included in Investment Funds for purposes of sale on such day by Bank to Customer of the Interest. **THIS AGREEMENT IS NOT INTENDED TO AND SHALL NOT PROVIDE OVERDRAFT PROTECTION, AND IN NO EVENT DOES THE BANK PROVIDE ANY ASSURANCE THAT TRANSACTIONS BY THE CUSTOMER IN ITS ACCOUNT WILL NOT RESULT IN AN OVERDRAFT OR THE INCURRENCE OF OVERDRAFT OR OTHER CHARGES APPLICABLE TO SUCH ACCOUNT.**

**Custodial Account** (*Repurchase Sweeps Only*)

The Underlying Assets will be held in a custodial account at a third party custodian ("Custodian") in the name of Bank for the benefit of customers of Bank ("Custodial Account"). The Custodial Account will be separate from any account at Custodian holding Bank's unpledged securities.

**Non-Transferability of Interest or Underlying Assets** (*Repurchase Sweeps Only*)

Customer understands and agrees that it may not sell, pledge or hypothecate the Interest or any Underlying Assets to any party other than Bank during the term of this Agreement.

**Segregation of Underlying Assets** (*Repurchase Sweeps Only*)

To the extent required by applicable law, the Underlying Assets in the possession of Bank shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on Bank's books and records.

**Required Disclosure for Transactions in Which Bank  
Retains Custody of the Purchased Securities:**

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Bank is not permitted to substitute other Securities for those subject to this Agreement and therefore must keep Customer's Securities segregated at all times, unless in this Agreement Customer grants Bank the right to substitute other Securities. If Customer grants the right to substitute, this means that Customer's securities will likely be commingled with Bank's own securities during the trading day. Customer is advised that, during any trading day that Customer's Securities are commingled with Bank's Securities, they may be subject to liens granted by Bank to third parties and may be used by Bank for deliveries on other securities transactions. Whenever the Securities are commingled, Bank's ability to resegment substitute Securities for Customer will be subject to Bank's ability to satisfy any lien or to obtain substitute Securities.

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**No Substitution** (*Repurchase Sweeps Only*)

Bank shall not have the right to substitute other Securities for any Underlying Assets.

**Security for Payment of Bank Obligations Under Repurchase Transactions** (*Repurchase Sweeps Only*)

Although the parties intend that all Repurchase Transactions shall be sales and purchases of securities, in the event any Repurchase Transactions are deemed to be loans, Bank shall be deemed to have pledged the Underlying Assets to Customer as security for the performance by Bank of its obligations under each such Repurchase Transaction. In such case, Customer is hereby granted a security interest in the Underlying Assets having a market value as of the end of each day not less than the Purchase Price of outstanding Repurchase Transactions held in the Custodial Account. Bank has no obligation to place or maintain with Custodian securities with an aggregate market value (plus accrued but unpaid interest thereon) greater than the aggregate Purchase Price of Bank's outstanding Repurchase Agreements. Custodian has no obligation to independently verify the sufficiency of securities in the Custodial Account and shall be entitled to rely upon the instructions of Bank. To the extent that the market value of securities held under the Custodial Agreement is less than the aggregate repurchase price of Bank's outstanding repurchase transactions under this Agreement and similar agreements between Bank and other customers of Bank, Customer and such other customers of Bank will be unsecured creditors of Bank. The security interest herein granted shall lapse and become of no effect upon the Bank's payment to the Customer of the amount due upon repurchase.

**Status of Funds** (*Repurchase Sweeps Only*)

Investment Funds swept out of an Account are not deposits under FDIC rules and will not be subject to FDIC insurance coverage limits. Under FDIC receivership policies, Customer will be the owner of or hold a perfected security interest in the specific securities allocated to such Investment Funds. Bank will act solely as agent for Customer, and, in the event of default, Customer will have the right to direct Bank to sell any securities allocated to the Investment Funds and apply the proceeds in satisfaction of any liability Bank may have in Customer's favor.

**Use of Employee Plan Assets**

If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto ("Plan

Party”) in any Sweep Transaction contemplated by this Agreement, Plan Party shall notify Bank prior to the Transaction, and Plan Party shall represent in writing to Bank that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom. Bank may proceed in reliance thereon, but may decline to proceed in its sole judgment. Subject to the immediately preceding sentence, any Sweep Transaction shall proceed only if Bank furnishes or has furnished to Customer its most recent available audited statement (if any) of its financial condition and its most recent subsequent unaudited statement of its financial condition, and Bank shall be deemed (i) to represent to Customer that since the date of Bank’s latest such financial statements, there has been no material adverse change in Bank’s financial condition which Bank has not disclosed, and (ii) to agree to provide Customer with future audited and unaudited statements of its financial condition as these are issued, so long as Bank is a party to any outstanding transaction pursuant to this Agreement involving a Plan Party.

#### **Representations, Warranties and Covenants**

- **Repurchase Sweeps** – Customer and Bank each represent and warrant on the date of this Agreement and on the date of each Repurchase Transaction that (i) it is duly authorized to execute and deliver this Agreement enter into the Repurchase Transactions and perform its obligations hereunder, (ii) the persons signing this Agreement are duly authorized, (iii) it has obtained all required government authorizations in connection with this Agreement and the Repurchase Transactions and such authorizations are in full force and effect and (iv) the execution, delivery and performance of this Agreement and the Repurchase Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement to which it or any of its assets are subject.
- **Corporate Treasury Management and Line of Credit Sweep** – As of the date hereof and on the date of each Transaction, the Customer and the Bank represent, warrant and covenant to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into the Transactions contemplated hereby and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the persons signing this Agreement on their behalf are duly authorized to do so on its behalf (or on behalf of any such disclosed principal), by resolutions duly adopted by its board of directors or an authorized committee thereof and that such resolutions and this Agreement are and shall remain continuously an official written record of such institution, (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. The Customer and the Principal shall each be deemed to affirm and make all the foregoing representations made by it on each day a Transaction is entered into.

#### **Limitation of Liability**

Customer understands and agrees that Bank shall have no liability or obligation for failure to make the sweeps or transfers into the Account provided for herein where such failures result or arise from bank holidays, or causes beyond Bank’s reasonable control. This Agreement is an obligation solely of Bank, and not of Seacoast Banking Corporation of Florida or any other affiliate of Bank.

**Repurchase Sweeps Only** - REPURCHASE TRANSACTIONS, AND ANY FUNDS OR ASSETS HELD BY BANK OR CUSTODIAN IN CONNECTION WITH REPURCHASE TRANSACTIONS ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, BANK, ARE NOT INSURED OR GUARANTEED BY THE FDIC OR ANY OTHER GOVERNMENT AGENCY OR INSURER, AND INVOLVE RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED.

#### ***Intent (Repurchase Sweeps Only)***

The parties agree that each Repurchase Transaction under this Agreement is a “repurchase agreement” as that term is defined in Section 2121 of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (“FIRREA”) and Section 101 of Title 11 of the United States code, as amended (except insofar as the type of securities subject to such transaction or the term of such transaction would render such definition inapplicable), and a “securities contract” as that term is defined in Section 2121 of FIRREA and Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Repurchase Transaction would render such definition inapplicable). It is understood that either party’s right to liquidate securities delivered to it in connection with Repurchase Transactions hereunder or to exercise any other remedies pursuant to this Agreement, is a contractual right to liquidate such a transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

The parties agree and acknowledge that if a party hereto is an “insured depository institution,” as such term is defined in the Federal Deposit Insurance Act, as amended (“FDIA”), then each Repurchase Transaction hereunder is a “qualified financial contract,” as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Repurchase Transaction would render such definition inapplicable). It is understood that this Agreement constitutes a “netting contract” as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 (“FDICIA”) and each payment entitlement and payment obligation under any Repurchase Transaction hereunder shall constitute a “covered contractual payment entitlement” or “covered contractual payment obligation,” respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a “financial institution” as that term is defined in FDICIA).

#### **Disclosure Relating to Certain Federal Protections**

The parties acknowledge and agree that they have been advised that (a) in the event one of the parties to this Agreement is a broker or dealer registered with the Securities and Exchange Commission (“SEC”) under Section 15 of the Securities Exchange Act of 1934 (“1934 Act”), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 (“SIPA”) do not protect the other party with respect to any transaction entered into under this Agreement, and (b) in the event one of the parties to this Agreement is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any transaction entered into under this Agreement.

#### **Single Agreement**

Bank and Customer acknowledge and agree that they have entered into this Agreement and will enter into each Repurchase Transaction hereunder in consideration of and reliance upon the fact that, all Repurchase Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Bank and Customer agrees (i) to perform all of its obligations in respect of each Repurchase Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Repurchase Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Repurchase Transaction against obligations owing to them in respect of any other Repurchase Transactions or Account hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Repurchase Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Repurchase Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.



You understand that the Securities are not deposits, are not insured by the Federal Deposit Insurance Corporation ("FDIC") or by any other government agency, and are not obligations of, or guaranteed by us or any other Bank. In the event that the Bank fails while you have purchased Securities pursuant to this Agreement, the FDIC should treat you either as the owner of the Securities, or as a secured creditor of the Bank with a security interest in the Securities. In either event, you should be entitled to receive the value of the Securities at that time. The Securities are subject to investment risks, including possible loss of the principal amount invested.

**Computation of Excess Funds Available for Line of Credit Sweep** *(Corporate Treasury Management and Line of Credit Sweep)*

In accordance with the terms of the Agreement, the Customer's Excess Funds available to be applied to the Line of Credit shall be those collected and available funds held in the Customer's eligible demand deposit account, the number of which is designated herein, in excess of the Target Balance up to the Maximum Excess Funds specified on the Treasury Management Services Master Agreement.

**Computation of Funds Available for Investment in Repurchase Agreements** *(Repurchase Sweep)*

Customer's funds available to be placed in Bank's Repurchase Agreements ("Investment Funds") shall be determined with regard to (A) the amount of fully collected and available funds held in Customer's Account(s), (B) the Target Balance, and (C) the Maximum Amount, which are designated on the Master Agreement Application. In the event that any of the deposits or other credits to Customer's Account(s) which contributed to the Investment Funds are reversed or otherwise charged back to such Account(s), then Bank shall have the corresponding right and option, in its sole discretion, to offset any such reversal or charge back against any Repurchase Price due Customer under this Agreement on account of any Repurchase Transaction.

**E-Mail Confirmation Addendum** *(Repurchase Sweeps Only)*

By signing the Treasury Management Services Master Agreement, you confirm your request to receive the daily repurchase agreement transaction confirmation via the e-mail address provided on the Treasury Management Services Master Agreement. This will replace a daily paper or fax confirmation being sent. If at any time you wish to change the e-mail address to which the daily confirmation is sent you must make your request via email. If a change is requested, Bank will have seven business days after receipt in which to implement the change.

Seacoast National Bank, a national banking association (the "Bank"), is a wholly-owned subsidiary of Seacoast Banking Corporation of Florida, a Florida corporation and a registered bank holding company under the Bank Holding Company Act of 1956, as amended ("Seacoast"). Seacoast's principal executive office is located at 815 Colorado Avenue, Stuart, Florida 34994, and its telephone number at such address is (772) 287-4000. Seacoast is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, is required to file reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). Copies of such reports, proxy statements, and other information can be obtained, at prescribed rates, from the SEC by addressing written requests for such copies to the Public Reference Section at the SEC at 450 Fifth Street, N.W. Judiciary Plaza, Washington, D.C. 20549. In addition, such reports, proxy statements, and other information can be inspected at the public reference facilities referred to above and at the regional offices of the SEC at 3 World Financial Center, Room 430D, New York, New York 10281 and Northwestern Atrium Center, 500 West Madison Street, Suite 14500, Chicago, Illinois 60661. The SEC also maintains a site on the World Wide Web at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants such as Seacoast that file electronically with the SEC. Copies of the Bank's periodic financial statements filed with the FDIC or "call reports" are available from the Bank and certain financial data is available from the FDIC's site on the World Wide Web site at <http://www.fdic.gov>. In addition, Seacoast and Bank financial and other reports are available upon request from William R. Hahl, Seacoast Banking Corporation of Florida, at Seacoast's address provided above.

## Business Online Banking Product Schedule

This Business Online Banking Agreement ("Agreement") states the terms and conditions that govern your use of Business Online Banking, Online Bill Pay, and Mobile Banking through the Online Banking service ("system"). Business Online Banking ("Services") means any information, communication and transactions provided to you by us through any non-branch remote channel (excluding ATMs and Voice Response Units), such as the web site [www.SeacoastNational.com](http://www.SeacoastNational.com) ("Site"). Customer automatically has transfer capabilities between each of the account listed on this system unless discontinuation of that portion of the service is noted in the Agreement.

### Agreement

Business Online Banking is an online financial services website offering a variety of content, products and services. Access to the Business Online Banking service includes access to the Mobile Banking service. We reserve the right to limit access to the Services to customers who are outside of the U.S. We grant you, for your internal business purposes only, a nonexclusive, limited and revocable right to access and use Business Online Banking. The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements such as deposit, time deposits, and loans continue to apply notwithstanding anything to the contrary in this Agreement.

Eligible Accounts include but are not limited to the following account types that may be linked: checking, savings, installment loans, revolving line of credit, and time deposits. Accessibility of Eligible Accounts may vary based on the services you use and the method by which you access the services.

All electronic communications that meet the Bank's requirements of establishing your identity and acceptance of the electronic communications will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You will not disable, circumvent, impair, or interfere with any security devices in Service Equipment, Service Software or Service Web Sites and will follow all applicable security-related instructions. In no event will we be liable to you or any third party for any claim or damages of any nature, including without limitation, lost profits, lost savings, damaged goodwill or other direct, indirect, incidental, special or consequential damages, arising out of the installation, use, or inability to use the Service Equipment, Service Software or Service Web Site. THE SERVICE EQUIPMENT, SERVICE SOFTWARE, AND SERVICE WEB SITE ARE PROVIDED "AS IS," AND WE MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ON OR REGARDING THE SERVICE EQUIPMENT OR SERVICE SOFTWARE. Neither we nor our Third Party Service Providers will be responsible or liable to you or any third party for: (i) any errors or failures relating to any malfunction of Service Equipment, Service Software, or Service Web Site, (ii) any computer virus or related problems that may be associated with the use of the Service Equipment, Service Software or Service Web Site, (iii) the servicing, repair or replacement of the Service Equipment or Service Software, or (iv) any damages to the Customer System or any third party's equipment, software, systems or other property relating in any way to the Service Equipment, Service Software or Service Web Site.

In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Services, or for any loss of any data, even if we have been informed of the possibility of such damages.

### Account Access

You must have at least one Eligible Deposit Account with us. Once we have received your signed (wet or electronic) Agreement, and verified your account information, we will contact you by phone or email to provide your assigned log-in credentials. The System can be used to access only Seacoast National Bank accounts which you have designated on the Agreement or identified by written authorization. You can add or delete any of the aforementioned accounts from this Agreement by completing a new Agreement or providing the Bank instructions in writing. Failure to do so may result in unauthorized transfers for which you will be responsible. For Savings accounts and Money Market accounts, each payment or transfer from these accounts is counted as one of the six (6) transfers you are permitted each statement period. If you close an account with pending transactions, then any unprocessed bill payment or fund transfer transactions will be cancelled.

### Linking Accounts of Additional Businesses or Personal Accounts

If you also are authorized to enter into an Agreement for the Online Banking service for another business, and if you want to link the accounts of the other business or personal accounts to the Online Banking covered by this Agreement, you may link these accounts if they have like signers so that you may elect, at your risk and that of the businesses, but not of the Bank, to use a common Online ID and password for Business Online Banking for all linked business and personal accounts. You can do this only if you are authorized to link the accounts and to use all the functions of Business Online Banking for each account. You further agree to inform Seacoast National Bank if your authority over any linked account decreases. Seacoast National Bank is not liable if your authority over any account decreases until we are informed of the change in authority using the "Notice" requirements of this Agreement.

### Online Banking Services

If you access Online Banking through Personal Financial Management (PFM) software, or another indirect service, all of the features of Online Banking may not be available, including, but not limited to, bill payment and presentment. To access all of the features and services offered by Online Banking, sign in directly through our Web site at [www.SeacoastNational.com](http://www.SeacoastNational.com). Within Business Online Banking, you can also access optional services which can be found on our website or through your account representative.

### Transfers

Scheduled and recurring transfers can be made from a linked Seacoast National Bank checking, savings, or money market account to most linked Seacoast National Bank accounts, including loan accounts. Transfers can be made from a linked Seacoast National Bank checking, savings, money market account to most personal or business accounts. Transfers from a deposit account are immediately reflected in the account's available balance on the date of the transfer. Transfers scheduled for a weekend or a non-Bank Business Day will be processed on the prior Bank Business Day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the Bank Business Day requested. Funds transferred to a deposit account prior to 7:00 p.m. ET on a Bank Business Day will appear with the same day's date in the deposit account transaction history. Transfers to a Seacoast National Bank deposit account made after 7:00 p.m. ET as described above on a Bank Business Day but before 11:59 p.m. may be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Please note that although these transfers are included in the balance we use to pay transactions that night, they may appear with our next Bank Business Day's date in the deposit account transaction history resulting in overdraft fees. Funds transferred as a payment to a line of credit, installment loan or mortgage account will be credited the next Bank Business Day after the date the payment is submitted. Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next Bank Business Day's date in the deposit account transaction history. Scheduled and recurring transfers between linked Seacoast National Bank accounts can be for any amount available including overdraft protection balances, in the debit account at the time of the scheduled transfer. At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking.

### **Canceling Transfers**

A one-time immediate transfer to another Seacoast National Bank account cannot be cancelled after it has been submitted in Online Banking. Future-dated and recurring transfers can be canceled prior to midnight ET on the Bank Business Day prior to the date the transfer is scheduled to be made. If the transfer's status is In-Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer the status of the transfer is changed to Canceled.

### **Our Liability for Failure to Cancel or Stop the Transfer**

If you attempt to cancel a transfer in accordance with the above instructions and are unsuccessful, we will be not be liable for any losses or damages but will work with you and the vendor to reverse the transaction to the extent we are able however the final decision to reverse the transaction lies with the recipient of the funds.

### **Using Online Bill Pay**

To use Online Bill Pay, you must provide us with the name and address of the payee (i.e., the person you want to pay), your account number with that person and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, or if you wish to add or delete payees, you must provide us with these changes prior to the date the payment is scheduled to be made. Any obligations that you wish to pay through Online Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We work with payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will notify you. We may refuse to make payments to certain payees at our sole discretion and to payees that choose not to participate in these services. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. When you create a new Payee in Online Bill Pay, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. You should schedule a first-time Payment to a new Payee at least five (5) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.

### **Scheduling Online Bill Payments**

Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Bank Business Days. We will process an Online Bill Payment on the same Bank Business Day as your Instructions indicate. If you schedule an Online Bill Payment for a future date, we will process the transaction on that date if that day is a Bank Business Day. If the date you request for a future Online Bill Payment is not a Bank Business Day, we will process the transaction on the Bank Business Day immediately preceding the date you have requested. If you schedule a recurring Online Bill Payment and the payment date does not exist in a month, the payment will be processed on the last Bank Business Day of that month. Payments can be entered as a one-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill). If a Payee on a check fails to negotiate the check within 90 days, we will stop payment on the check and re-credit your account for the amount of the payment. If a check is returned to you prior to the end of the 90 day period, please inform us immediately so that we can stop payment on the check and re-credit your account. Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment.

### **Limitations and Dollar Amounts for Bill Payments**

Bill Payments made using Online Banking are subject to the following limitations: Bill payments can be for any amount between \$1.00 and \$20,000.00 AND A DAILY MAXIMUM FOR ALL PAYMENTS IS \$20,000.00.

### **How Online Bill Payments are Delivered**

Online Bill Payments are processed either through an electronic transmission to the payee or by check drawn on a Designated Account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within five (5) Bank Business Days. If we receive any payment instructions from a payee, we may follow those instructions to help ensure that the payment is received by the payee and promptly credited to your account. To help ensure that your payments arrive on time, you must schedule your payments to be processed at least five (5) Bank Business Days before the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). This generally allows sufficient time for the payee to receive and post your payment. When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Bill Payment Guarantee, you must schedule payments and your account must be in good standing at least five (5) Bank Business Days before the payment due date. If you do not, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, interest charges or other action taken by the Payee. The Bill Payment Guarantee is that your payment will arrive at the payee within five (5) Bank Business Days of the send on date. However for this guarantee be in effect the send on date must be at least five (5) Bank Business Days before the due date. If the payment fails to reach the payee within five (5) Bank Business Days we will pay any late fee up to \$50.00. We will not be responsible for any interest or finance charges nor will we be responsible for any change in interest rate due to a late payment. Nor will we be responsible for any opportunity lost injuries due to a late payment.

### **Canceling Bill Payments**

A bill payment can be cancelled on the send on date up to the time the payment has an In-Process status. Once the payment is In-Process it cannot be cancelled. Future-dated and recurring payments can be canceled prior to midnight ET on the Bank Business Day prior to the date the payment is scheduled to be made. If the payment's status is In-Process or Processed, you can no longer cancel it. After any payment is cancelled, the status changes to Canceled. A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check UNTIL THE ITEM HAS BEEN PAID. There is no fee for deleting a Payment initiated through Bill Payment; however a fee may apply for a stop on a Bill Payment check.

### **Our Liability for Failure to Cancel or Stop the Bill Payment**

If you attempt to cancel a bill payment in accordance with the above instructions and are unsuccessful, we will be not liable for any losses or damages but will work with you and the vendor to reverse the transaction to the extent we are able however the final decision to reverse the transaction lies with the recipient of the funds.

### **Transfer/Payment Authorization and Sufficient Available Funds**

You authorize Seacoast National Bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. When you schedule a Bill Payment the funds will be debited from your account on the Send On date selected. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or

payment are not available, we may either (a) complete the transaction and overdraw the account or (b) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. Seacoast National Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking. In the case of recurring Payments, only the Payment currently scheduled may be canceled. Recurring Payments schedule for future dates will not be affected.

#### **Our Liability for Failure to Complete Transfers and Payment Instructions**

We, or a third party acting as our agent (Service Provider), are responsible for completing fund transfers and bill payments from your account(s) on time and according to your properly entered and transmitted instruction. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will not be liable for your losses and damage. In addition, neither we, nor the Service Provider will be liable:

- If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed Software or payment instruction service on how to make a transfer or bill payment;
- If you have not timely given complete, correct and current instructions so that a transfer or bill payment can be made;
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the biller by the time it is due;
- If the transfer request is not in accordance with the current OFAC rules and other pertinent laws and regulations;
- If the transfer would cause your balance to go over the credit limit of an established credit line of credit or the credit limit for any credit arrangement set up to cover overdrafts;
- If a timely transfer or bill payment is made but the biller/ agent nevertheless does not credit your transfer or payment promptly after receipt;
- If withdrawals from any eligible accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Equipment and/or the Software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by billers, fires, floods, and other natural disasters: There may be other exceptions to our liability as stated in your Depositor Agreement.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

#### **e-Bills**

e-Bills are a feature of the Bill Pay service that enables you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to deliver e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to forty five (45) Bank Business Days to approve an e-Bill set-up request. In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose. We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee. All parties have the right to cancel the service at any time. We will notify you if Seacoast National Bank discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we require seven (7) Bank Business Days for the Payee to receive and process the request. When you establish e-Bills with a participating Payee you will provide certain information that will be forwarded onto the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

#### **Mobile Banking Service**

For Service accessed through a Mobile Device, the following features are currently available:

- View Account balances, transactional detail and history
- set up one-time transfers between Accounts
- Pay existing payees using the Bill Pay Service
- Receive text messages with account balances and limited transaction history
- Submit deposits using the Digital Deposit Service described below

We may add or remove certain features and/or functionality from the Service from time to time.

#### **Digital Deposit Service**

The Digital Deposit Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks on a flatbed/Twain scanner or using a mobile device to take a picture of the check and delivering the images and associated deposit information to Seacoast National Bank. When using Digital Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We have the right to change, suspend or discontinue the Digital Deposit Service, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

#### **Digital Deposit Eligible Items**

You agree to scan/photograph and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check is transmitted to Seacoast National Bank it is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan/photograph and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.

- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Seacoast National Bank's current procedures or which are otherwise not acceptable under the terms of your Seacoast National Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted to Seacoast National Bank or any other financial institution or that have otherwise been deposited with Seacoast National Bank or any other financial institution, including checks that have been returned unpaid.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

#### **Digital Deposit Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the Digital Deposit Service as "For deposit only, account # \_\_\_\_\_" or as otherwise instructed by Seacoast National Bank. You agree to follow any and all other procedures and instructions for use of the Digital Deposit Service as Seacoast National Bank may establish from time to time.

We reserve the right to reject any item transmitted through the Digital Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Seacoast National Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Seacoast National Bank that we have received an image that you have transmitted, You agree to retain the check for at least 2 weeks from the date of the image transmission. After 2 weeks, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Seacoast National Bank upon request.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Digital Deposit Service in your possession and your records relating to such items and transmissions.

#### **Digital Deposit Availability of Funds**

You agree that items transmitted using the Digital Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Digital Deposit Service is received and accepted before 7:00 p.m. Eastern Time on a Bank Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Bank Business Day. Funds deposited will generally be made available the next Bank Business Day after the day of deposit. Longer Delays May Apply.

#### **Digital Deposit Limits**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$10,00.00 per Bank Business Day. In addition, the current dollar limit is \$25,000.00 per any 25 consecutive calendar days. There is limit of 5 items deposited per day and 15 items deposited in any 25 consecutive calendar days..

#### **Digital Deposit Errors**

You agree to notify Seacoast National Bank of any suspected errors regarding items deposited through the Digital Deposit Service right away, and in no event later than 45 days after the applicable Seacoast National Bank account statement is sent. Unless you notify Seacoast National Bank within 45 days, such statement regarding all deposits made through the Digital Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against Seacoast National Bank for such alleged error.

By using the Digital Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. Seacoast National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

#### **Digital Deposit Image Quality**

The image of an item transmitted to Seacoast National Bank using the Digital Deposit Service must be legible, as determined in the sole discretion of Seacoast National Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Seacoast National Bank, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

#### **Digital Deposit User Warranties and Indemnification**

You warrant to Seacoast National Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Seacoast National Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Seacoast National Bank from any loss for breach of this warranty provision.

#### **Online Statements**

The provisions of this section are applicable upon enrollment and activation for the Seacoast National Bank e-Statement service. To complete your requests to enroll and to stop receiving paper statements by mail for one or more of your accounts, please read and accept the online e-Statement Service Agreement and activate the e-Statement delivery for any of your eligible accounts online.

If you select and activate this option, you must then log on to Seacoast National Bank's secure Online Banking web site using your Online Banking log on credentials to review the new statement. As a convenience to you, we provide you with an e-mail notice that your statement is available for viewing. You must specify the e-mail addresses to receive such notices when activating the service for your accounts. We do not guarantee delivery of such e-mail notice and reserve the right to cancel

such e-mail notice at any time. Regardless of your receipt of e-mail notice, you agree that our posting of the statement at the Online Banking web site constitutes delivery of the statement to you. You agree to log on to the Online Banking web site at least once a month to review your statements.

In order to deliver notifications of new statements, you must update us with any change in your e-mail address. You can change the e-mail address for the statement notification at any time. Seacoast National Bank is not responsible for e-mail delivery failures beyond our control, including, but not limited to, Internet Service Provider outages, hardware or software failures, and interruption of telephone service, telecommunications facilities or interference from an outside source. Depending upon your computer's spam filter, you may wish to add [CustomerService@SeacoastBank.com](mailto:CustomerService@SeacoastBank.com) to your e-mail address book.

A PDF version of the statement will be made available. Some marketing and promotional materials may not be available with the online statement. Your statement will remain available online for up to 13 months. You may also print the statements or download to your own system. The PDF version of the statement will be the legal statement of record. Adobe Reader is required to VIEW AND print the legal copy of the statement. Adobe Reader is available for download free of charge at <http://www.adobe.com/>. Please note that we are not responsible for the performance of any third party software or for any damage to your computer or other equipment caused by the installation of any third party software.

If the account(s) for which you wish to receive online statements has multiple authorized signers, you agree that transmission of any e-mail notice to the e-mail address that have been supplied for that account constitutes fulfillment of Seacoast's notification obligations (if any) on behalf of all account signers. The consent of a single account signer is sufficient to activate e-statements for the account. By viewing the online statement of a previously activated account, you agree to the terms and conditions of this section.

Seacoast National Bank reserves the right to terminate the electronic delivery of the online statement at its sole discretion. If electronic delivery of the statement ceases, then paper statement delivery will resume to the account address we have on record. It is your responsibility to keep your address up to date with us at all times. We are not liable if a statement is mailed to an incorrect address.

By accepting this Online Banking Services Agreement when you sign on to Online Banking using your log on credentials, and then activating one or more of your accounts for Online Statement delivery, you consent to the electronic delivery of your periodic statements including any check images you may currently receive. By taking such actions, you consent to the terms of the Online Statement terms and conditions, as they may be modified from time to time.

You may cancel your consent and again receive paper statements at any time by selecting Statement and Document Preferences within any online statement, then changing the selected delivery preference from online to paper. You may request a paper copy of any statement by calling us at 800.706.9991 or 772.287.4000.

#### **Online Banking Alerts**

We provide Automatic Alerts and voluntary Account Alerts.

Automatic Alerts are sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, telephone number, User ID or password. You do not need to activate these alerts. We automatically activate them for you.

Voluntary Account Alerts must be activated by you. Voluntary Account Alerts allow you to choose alert messages for your accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.

Both Automatic Alerts and voluntary Account Alerts are subject to the following: We may add new Automatic and voluntary Account Alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Alerts will be sent to the email address you have provided. If your email address changes you are responsible for informing us of that change. While Seacoast National Bank does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary and secondary email addresses will apply to all of your Alerts.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we 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 you or any third party in reliance of an alert. Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance may be included. Anyone with access to your email will be able to view the contents of these alerts.

#### **Multiple Signer Accounts**

Your designation of an account that requires multiple signatures on the Master Agreement Application as an Eligible Account constitutes your agreement to waive this requirement on transactions initiated through the Online Banking service. In addition, you agree that we may act on the verbal, written or electronic instructions of any properly identified authorized signer.

#### **Creating and Managing Users**

Your Administrator(s) may add additional Users to Online Banking as provided for in Acknowledgment of Commercially Reasonable Security Procedures in the General Terms and Conditions section of the Master Agreement. For each User, the Administrator may assign access privileges - Inquiry or Transactional - for each linked account. The Administrator may also set transactional dollar limits and number of approvers required for each transaction. Seacoast National Bank recommends you take advantage of the ability to set limits and multiple approvers to protect your accounts. You agree that the Administrator's assigning of Transactional access to a User, will allow the User to transfer funds, perform account maintenance and view account transactions for the linked account(s). Inquiry access allows a User to view account transactions. If the Administrator selects to enable Bill Pay for a User, that User will automatically have Transactional level access to all the accounts that you have set up for Bill Pay, and the User will be able to pay bills using the Bill Pay feature.

#### **Fees and Other Charges**

You should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges
- Any Online service provider fees
- Any mobile device carrier charges
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Fees may be assessed for added self-service features available through Online Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.

- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

We may charge you a research fee for an inquiry about any transaction. This fee will be waived if we determine that a Bank error occurred.

#### **Terminating Your Online Banking**

Your Online Banking services will remain in effect until they are terminated by you or Seacoast National Bank. You may terminate your service at any time by following the termination procedures set forth in the General Terms and Conditions section of the Master Agreement Termination of your Online Banking services does not terminate your Seacoast National Bank accounts or affect any other Treasury Management Services you may have with the Bank. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Seacoast National Bank will cancel any scheduled payments within two (2) Bank Business Days from the date we receive your request to discontinue the service. If you close your checking account, or if it's no longer linked to your service any unprocessed payments may be canceled. In addition to our termination rights set forth in the General Terms and Conditions section of the Master Agreement, We may terminate your participation in Online Banking services for inactivity or the lack of logging on to the service for 90 days or longer.

#### **Use of External Email Address**

With Online Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Online Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. Email is not a secure method of communication over the Internet and we recommend you do not send confidential, personal or financial information by external Internet email. We cannot act on instructions sent by you from an external email address. You should use Online Banking secure mail to send instructions to Seacoast National Bank. If, for any reason your external email address changes or becomes disabled, please contact Seacoast National Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Administration tab within your Online Banking service.

#### **Errors and Questions**

We report your Online Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement. You may also view account activity online.

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking User Name or Password
- Someone has gained access to the Security Procedure
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

To initiate a payment inquiry, you may use Online Banking services to send a message request via secure online mail. Or you may contact Online Banking Customer Service by calling 800.706.9991. If you are calling from outside of the continental U.S., call us at 772.287.4000.

You must contact us in writing no later than 45 days after we have sent the FIRST statement on which the problem or error appeared regardless of how we make your statement of account available to you. Please explain as clearly as you can why you believe there is an error or why you need more information. Your duty to report unauthorized transactions, alterations or any other error with reasonable promptness is outlined in your Deposit Account Agreement.

## Positive Pay Product Schedule

### Scope of Service

Customer agrees and understands that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Product Schedule shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Product Schedule shall have no effect with respect to any such transactions on Bank's or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

### Check Encoding

If the Customer encodes their check stock internally, the Customer shall submit to the Bank a sample of said Check Encoding for verification on Bank's systems. The Customer is responsible for ensuring that said verification is received any time the Customer updates their check encoding system. The Bank may in its sole discretion terminate this Agreement without notice if at any, time customer's check encoding fails the Bank's verification systems and after notification by the Bank, Customer does not correct their check encoding system within a reasonable time. For Payee Positive Pay the Customer will adhere to the recommended Payee Name Guidelines provided. Bank will not be held liable for the failure of Bank's systems to identify a check as an Exception Check as a result of payee name variances or failure to adhere to said guidelines.

### Check Issue Report

The Customer shall submit a Check Issue Report to the Bank prior to actual issuance to named payees.

- a) The Check Issue Report for both Standard Positive Pay and Payee Positive Pay shall accurately state the check number and the exact amount of each check drawn on each Authorized Account in the Treasury Management Services Master Agreement (each such check referred to herein as an "Item") since the last Check Issue Report was submitted. The Check Issue Report for Payee Positive Pay shall also accurately state the payee name.
- b) The Customer shall send the Check Issue Report to the Bank in the format and medium, by the deadline(s), at scheduled day(s), and at the place(s) specified by the Bank which may change from time to time). Each Check Issue Report received by the bank from the customer must be transmitted to the Bank by 7:00 P.M. EST one banking day prior to the release of checks contained thereon to check payees. Customer shall transmit or manually input Check Issue Reports via the Bank's Business Online Banking solution. Customer is responsible for verifying that a transmission was successful.
- c) The Check Issue Report transmitted to the Bank constitutes the signature of the Customer for purposes of determining whether a Presented Check is properly payable. "Presented Check" means a check drawn on an Authorized Account and presented to Bank for payment. The Customer expressly warrants that all Presented Checks that match the information in the Check Issue Report are properly payable.
- d) Customer acknowledges that Bank is not responsible for detecting any Customer error contained in any Check Issue Report sent by Customer to Bank.

### Payment of Presented Checks and Reporting of Exception Checks

The Bank shall compare each Presented Check, either by check number and exact amount (Standard Positive Pay) or by payee name, check number and exact amount (Payee Positive Pay), against the Items included in each Check Issue Report received by the Bank. If a Presented Check matches an Item included in a Check Issue Report it will be identified by Bank as a "Matching Check" authorized for payment by the Customer. If a Presented Check does not match any Item in any Check Issue Report it will be identified by Bank as an "Exception Check" subject to further review by Customer. Customer agrees and acknowledges that unless Customer elects Payee Positive Pay on the Application Form for Treasury Management Services, Bank will not review or attempt to match the payee on the check even if Customer has provided Bank with the payee information. For Standard Positive Pay, Customer has total responsibility for matching the payee on the check as provided by Customer in the Check Issue Report. On each banking day, the Bank will:

- a) May pay and charge to the Authorized Account each Matching Check;
- b) Provide to the Customer a "Suspect Report" indicating whether the Bank has received any Exception Checks—; specifying either the complete check number and amount (Standard Positive Pay) or the payee, the complete check number and amount (Payee Positive Pay) for any and all such Exception Checks; and providing an image of any and all such Exception Checks; and
- c) The Bank will make every reasonable effort to make each Suspect Report available to the Customer for viewing by 8:45 A.M. EST via Business Online Banking system. Access to the Positive Pay Service will not be available prior to 8:45 A.M. The Customer agrees and understands that the Positive Pay Service described herein is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in delivering said service. The Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Customer in the event of any failure or interruption of such service or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Bank.

### Payment and Dishonor of Exception Checks

Except as provided for in subsection (e) of this section, The Bank will finally pay or return Exception Checks presented in accordance with the online decision or default option selected by the Customer. -

- a) Return Default. Where the Customer has selected the return default option, the Bank shall return any Exception Check drawn on the Authorized Account, unless the Customer instructs the Bank to pay such check in a timely Pay/Return Request.
- b) Pay Default. Where the Customer has selected the pay default option, the Bank may finally pay and charge to the Authorized Account any Exception Check, excluding checks presented for immediate payment as outlined in this Payment and Dishonor of Exception Checks section, provided that the Customer has not objected to such payment in a timely Pay/Return Request.
- c) Pay/Return Request. A Pay/Return Request shall identify each Exception Check on which the Customer desires to take action by the complete check number and amount specified in the Suspect Report and shall instruct the Bank to either pay or return the Exception Check. Pay/Return Requests shall be sent to the Bank in the format and medium, by the deadline(s), and at the place(s) specified by the Bank which may change from time to time.
- d) Each banking day, Customer shall review the Suspect Report provided by the Bank. If the Suspect Report includes any Exception Checks on which the Customer desires to take action, Customer shall prepare a Pay/Return Request and send it to the Bank by 11:00 A.M. EST the same Bank Business Day. If the Bank does not receive a Pay/Return Request by the cut-off time on any Bank Business Day, it shall handle the Exception Checks included in that day's Suspect Report in accordance with Customer's selected default option.
- e) For Exception Checks presented for immediate payment (cashing a check over the Bank counters) the Bank will contact an authorized signer on the account by phone for instruction on said Exception Check(s). In the event that Bank cannot reach an authorized signer for instruction on said Exception Check(s), Bank may return or refuse to pay said Exception Check(s).
- f) All Exception Checks returned in accordance with this section shall be returned to the depository bank with the reason code "Refer to Maker". Use of the service as a substitute for a stop payment order is strictly prohibited. Customer will follow Bank's standard stop payment procedures if it desires to return a Matching Check or other check that was validly issued. Nothing in this Product Schedule will limit Customer's right to stop payment on any Matching Check or other check or Bank's right to return any Matching Check or other check that Customer has authorized Bank to pay in accordance with this Product Schedule if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.



### **U.C.C. Liability**

To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Agreement, except as modified below.

### **Wrongful Honor**

It shall constitute wrongful honor by the Bank if the Bank pays an Exception Check listed in a timely Suspect Report (a) in which the Customer issued a timely Pay/Return Request instructing the Bank to return said Exception Check or (b) the Customer selected the return default option and did not issue a timely Pay/Return Request. In the event that there is wrongful honor:

- a) The Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Check or the Customer's actual damages resulting from the Bank's payment of the Exception Check.
- b) The Bank expressly waives any right it may have to assert that the Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. section 4-401.
- c) The Bank retains the right to assert the Customer's failure to exercise reasonable care under U.C.C. sections 3-406(a) and 4-406(c). The bank's wrongful honor shall however constitute a failure of the Bank to have exercised ordinary care under the loss allocation provisions of U.C.C. sections 3-406(b) and 4-406(e).
- d) The Bank retains the right to assert the defense that the Customer has sustained no actual damages because the Bank's honor of the Exception Check discharged for value an indebtedness of the Customer.

### **Wrongful Dishonor**

Except as provided below, it shall constitute wrongful dishonor by the Bank if the Bank dishonors an Exception Check (a) for which the Customer has issued a timely Pay/Return Request instructing the Bank to pay said Exception Check or (b) for which the Customer has not issued a timely Pay/Return Request under the pay default option.

- a) The Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4.
- b) Notwithstanding section titled Wrongful Dishonor, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns an Exception Check:
  - i. that it reasonably believed was not properly payable; or
  - ii. if there are insufficient Available Funds on deposit in the Authorized Account; or
  - iii. if required to do so by the service of legal process on the Bank or the instructions of regulatory or government authorities or courts.

### **Rightful Payment and Dishonor**

Except as provided in Section "Faulty Information" below:

- a) If the Bank honors an Exception Check in accordance with section titled Payment and Dishonor of Exception Checks, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.
- b) If the Bank dishonors an Exception Check in accordance with section titled Payment and Dishonor of Exception Checks, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under U.C.C. section 4-402.
- c) The Customer agrees that the Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.
- d) Each Matching Check or other check Customer authorized Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) check verification procedures, and Bank will have no liability whatsoever for paying the check if its serial number or amount is altered, or if it is counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued.

### **Indemnification**

Customer:

- a) agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of its payment of a Matching Check or other check at Customer's instruction; and
- b) releases and forever discharges Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which Customer has, or ever can, may or shall have or claim to have against Bank regarding or relating to the return or payment of any check pursuant to provisions of this Agreement.

### **Faulty Information**

The Bank shall be liable for any losses, other than consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because the Bank, in accordance with the provisions of section titled Positive Pay Services of this Agreement:

- (a) should have shown the check on a Suspect Report but failed to do so; or
- (b) showed the check on a Suspect Report but referenced the wrong check number, unless the Bank provided the Customer with timely information that disclosed the error.

### **Assignment**

To the extent that the Customer suffers a loss under this Agreement, the Bank assigns to the Customer any claim that the Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. sections 4-207, 4-208, and 4-209.

### **Positive Pay Best Practices**

The Bank recommends that the following guidelines be followed in order to obtain the highest level of performance from our Positive Pay and Payee Positive Pay solution (PPP).

**Check Stock** - Follow ANSI standards for business checks with 24lb MICR bond. Any artwork, logo or design on the check that could hinder capturing a high quality image, should not be utilized, particularly if the design may interfere with a successful reading of the payee name information on the image. If art work is translucent or opaque and does not hinder capturing a high quality image, it should be acceptable for payee name processing.

**Image Quality** - Maintain image quality standards. Skew, noise and other defects reduce payee name verification accuracy.

**Ink** - Use only black ink.

**Printers** - Avoid using dot matrix printers.

**Font** - Experience has proven that Arial has high read rates and is preferred for PPP. Other acceptable fonts include: Times New Roman, Courier, Verdana, Univers, Tahoma, Albertus, Batang, Bookman, and Zurich.

**Handwritten Items** - Handwriting should be avoided but if cannot, it should be written legibly in block letters of approximately the same size as the above referenced typed fonts. If handwriting is not extremely legible, these items can experience a higher exception rate. Items written in cursive will be mismatched and presented to the client as an exception.

**Formatting** - Avoid extra spaces, underlining, italicizing or bolding. Use of punctuation should be limited. Payee data should be displayed in a clear area, free of and not touching other text, lines or stamp marks. The use of all upper-case is recommended. Provide sufficient spacing between individual letters within the name so that each letter of the name can be clearly read. It is recommended that most printers use pitch proportionate to the font, however, in situations in which pitch is fixed, we suggest a pitch of 10 pt. After printing, there should be about 10 characters per inch.

**Placement** - The payee name should be listed in close proximity (to the right or just below) "Pay to the Order Of". Horizontally, the payee should not extend past the middle of the check. Vertically, the payee name should be located just below the vertical midpoint of the check but should not extend to the bottom ¼ of check or interfere in any way with the MICR line information contained at the bottom of the check. The payee data should be displayed in a clear area, free of and not touching other text, lines.

**Special Characters** - Do not use special characters, such as an asterisk (\*) on your issue file. Special characters are not typically contained in legitimate payees and can result in higher exception rates.

## Wire Transfer Product Schedule

### Authorization

For the purpose of enabling you to transfer available funds from your account as stated herein, you enter into this Agreement with us by establishing a procedure for wire transfers.

### Special Terms and Conditions for Online Initiated Wires

Online initiated wires are available through the Bank's online banking product, Business Online Banking. Business Online Banking has certain Security Procedures available to customer to prevent unauthorized transactions as more fully outlined within in the Master Agreement, to which this is a Product Schedule, and the Business Online Product Schedule. Transmission to the Bank of wire requests requires the use of Security Device Authentication. Bank will provide Security Devices to Authorized Representatives denoted as Approvers listed. Customer will ensure use of multi-user security such that separate users enter wires and transmit wires to the bank. In the event that Customer fails to implement said multi-user security the Bank will be relieved any liability for Customer's failure to follow said security procedure.

### Disclaimer of Warranty and Limitation of Liability

It will be your sole responsibility to enter and verify the accuracy and completeness of the wire transfer information prior to submitting the wire transfer request to us. You understand and agree that we will have no duty to monitor any wire transfer request, or the information contained therein to determine that the wire transfer is authorized by you or that the information is correct. You agree that we are authorized to act upon that request without verifying the accuracy of the amount of the request, the identity of the recipient of the transfer, or your authorization for the request. Customer agrees that Bank shall have no obligation to discover errors in wire transfer requests and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's financial institution, or for errors in the amount of the wire transfer request. Bank shall likewise have no duty to discover and shall not be liable for duplicate wire transfer request issued by Customer. In the event that Customer makes an error or issues a duplicate wire transfer request, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer. You agree to accept and bear any and all liability for any wire transfer request issued in accordance with the Security Procedure. You agree to release and hold harmless us, our officers, directors, employees, agents, affiliates, and assigns, from any and all liability in the execution of any wire transfer request received through the system. It shall be your sole responsibility to establish and maintain appropriate access controls to the Security Procedures.

By accessing the system, you request payment to be made to the beneficiary or account number listed in the wire transfer request. To the extent allowed by law, you agree that the wire transfer request is irrevocable.

We will NOT be liable:

- If you or anyone you authorize to access the system, commits fraud or violates any law or regulation, or
- If any telecommunication device, electronic terminal, or any part of the Funds Transfer system is not working properly,
- If you have not furnished complete and accurate wire transfer instructions and/or information.

### Unauthorized Transactions and Other Errors

The Customer shall notify the Bank of any discrepancy between the Wire transfer request and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 45 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Customer agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Customer will be deemed to have received any advices and statements of account that are mailed by the Bank five business days after such mailing. The Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Wire transfer request referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

### Wire Transfer Requests

#### Initiating Requests

Your authorized representative may direct us to transfer funds from any of your designated accounts listed on the Master Agreement Application to any beneficiary or other account at another bank. These requests must be made by telephone, or fax or online banking system or by you at one of our financial center locations. In order for us to affect a wire transfer request on a particular Bank Business Day, we must receive such request before the cut-off time established for that day. We will from time to time establish cut-off times. Cut-off times for wire Transfers is 4:00 p.m. EST or EDT. If wire request is received after the cutoff time Bank may phone customer and request order to be submitted the next business day or may hold the transaction and process the next business day.

#### Honoring Wire Transfer Requests

Customer agrees that Bank has no obligation to accept a wire transfer request and therefore may reject any wire transfer request issued by Customer. Bank has no obligation to notify Customer of the rejection of the Wire transfer request issued by Customer but Bank may so notify at its option. Bank shall have no liability to Customer for rejection of a wire transfer request and shall not be liable to pay interest to Customer even if the amount of Customer's wire transfer request is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer. Specifically, we will be under no obligation to honor, either in whole or in part, any transfer request (a) which exceeds your available funds on account with Bank; (b) for which Bank was not able to obtain an authentication, as stated herein; (c) which is not in accordance with any condition indicated by you and agreed to by Bank; (d) is not in accordance with rules, laws and regulations governing wire transfers; or (e) which is not in accordance with the security requirements, (f) in the Bank's sole discretion we may accept or reject any transfer request or any other requirements as stated herein. The Bank may either before or after processing a wire transfer, debit the amount (plus the fee) of such a transfer from the Customer account(s) at the Bank which is (are) designated for that purpose; if there is no such account designated, the Bank may charge any account of the Customer at the Bank in the amount of the wire transfer which the Customer has ordered; if the Customer's available funds at the time of a wire transfer is less than the amount to be wired, the Bank will notify the Customer that the wire will be canceled. If Bank creates an overdraft or draws upon uncollected funds to complete a wire transfer, you agree to repay Bank upon demand. However, Bank is under no obligation to create an overdraft or draw upon uncollected funds for that purpose.

To initiate a transfer request, your authorized representative must provide

Bank with the following information in accordance with Bank Secrecy Act and any other federal or state laws or regulations including:

- Your account number from which funds are to be withdrawn;
- The amount to be transferred;
- The bank to which funds are to be transferred, bank identification number (R/T #), bank name and address; and
- The name and physical address of the receiving party and the account number to which funds are to be transferred.

If you fail to provide the Bank with all information required by law regarding any wire transfer requested, you agree that the Bank shall not be liable for any losses or damages resulting from the bank's failure to execute such wire transfer. The Bank reserves the right to call back one of your authorized representatives (including a representative other than the authorized representative who made the request) to authenticate a transfer. If Bank is unable to secure an authentication, Bank need not execute the transfer request or may delay making the requested transfer pending authentication.

#### **Cancellation or Amendment of Wire Transfer Requests**

Bank shall have no obligation or duty to cancel or amend a wire transfer request unless Bank receives notice from you to cancel or amend a wire transfer within a reasonable time prior to Bank executing the wire transfer instruction. In the event Bank attempts to cancel or amend a wire transfer instruction after Bank has executed it, Bank will not be obligated to refund any monies to you until Bank receives acceptable evidence that the transaction has been satisfactorily canceled or amended as to all parties, including the replacement of all funds which were transferable by Bank to effect the transfer request. You understand that a receiving bank is under no obligation to cancel or amend the wire transfer instruction. The amount of any refund will be reduced by all charges and expenses incurred in connection with the cancellation or amendment request, whether or not successful.

Bank may reasonably rely on an oral cancellation or amendment request if Bank believes same is being given by an authorized representative. However, Bank reserves the right to require that such request be authenticated pursuant to Bank's security procedure. You agree to indemnify and hold Bank harmless from all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees incurred in connection with any cancellation or amendment request.

#### **Rejection of Wire Transfer Requests**

If Bank does not accept a wire transfer request for any reason or if a wire transfer is returned by another bank, Bank may attempt to notify you by telephone that the wire transfer cannot be completed. If Bank does not reach you by telephone or cannot resend the wire, Bank Branch will telephone Customer no later than the Bank Business Day after the date Bank learns that the wire transfer cannot be completed. If the wire is returned by a receiving bank, you may receive a notice from Bank that the wire was rejected even after you receive a confirmation from Bank that the wire was sent.

#### **Reliance, Authorization and Confirmation**

You understand and agree that wire transfer requests may be processed on the basis of a bank account number or bank identification number, even if the number refers to a different beneficiary or bank than the one identified in the request. If you do not provide bank identification number known as a Routing and Transit number (R/T #), bank name, city and state for the receiving bank, Bank will use reasonable efforts to locate the correct number on your behalf; however, Bank will not be responsible for errors in any identification number which you fail to provide. Customer is liable for and must settle with Bank for any funds transfer initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. Bank shall have no duty to detect any inconsistency between the name and number contained in a wire transfer request and the Customer shall be responsible for any inconsistencies. The Customer shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

The Wire Transfer Department will assign a transfer number to each completed wire transfer request. This reference number will appear on the confirmation notice.

Completed wire transfer requests will be reflected on your periodic account statement. You agree to notify Bank as soon as possible of any discrepancy, but in any event within thirty (30) calendar days following receipt of the confirmation notice or account statement, whichever is sooner. You agree that you will be liable for any losses resulting from your failure to give Bank such notice.

**International Payment Orders.** Fund transfers to beneficiaries outside of the United States may be paid to the beneficiary in the foreign currency of the country to which the funds are transferred. It is the responsibility of Customer to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in the currency of the country to which the funds are transferred at the Financial Institution's buying rate of exchange for funds transfers.

#### **Compensation**

If you suffer any loss of interest resulting from Bank's error in executing a wire transfer request, or from Bank's failure to execute a wire transfer in accordance with the terms and conditions herein, Bank will reimburse you for such loss as stated herein, provided you have complied with these terms and conditions, and provided further that such error or failure was within Bank's reasonable control. Such compensation shall be limited to the amount of interest the funds to be transferred (less required reserves) would have earned at the average Federal Fund Rate in effect for the period involved; provided, however, if you fail to notify Bank of the error within thirty (30) calendar days after you receive the confirmation notice or the periodic account statement, whichever occurs first, Bank will not be responsible to pay compensation on any amount refundable to you for the period before Bank learns of the error.

#### **Changes**

From time to time, you may change (a) accounts from which transfers may be made; (b) authorized representatives. However, you agree that Bank may rely on the information previously supplied by you until Bank receives written notice of any change on forms prescribed by Bank, and signed by your duly authorized account signers. In emergency situations, deletion of authorized representatives may, in Bank's discretion, be accepted by telephone, fax, and confirmed in writing by your duly authorized account signers. Any notice of change with regard to such matters will not be in effect until: (i) expressly accepted by the Bank in writing, and (ii) then, only after the Bank has a reasonable time to put such change(s) into effect.

#### **Incoming Transfers**

Incoming wire transfers will be credited to the account name and number as stipulated in the wire instructions. If there is a discrepancy in the name and account number, the Wire Transfer Department may return the funds to the originating bank for clarification. If the Wire Transfer Department does not realize that the name and the account number identity are different parties, the Wire Transfer Department may credit the funds to the account number identified. The Wire Transfer Department reserves the right at any time to process incoming wires on the basis of account number alone.

**Use of Correspondents, Agents, and Systems.**

The Customer agrees that in executing any wire transfer request, Bank may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such wire transfer request. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer and Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any wire transfer request such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Customer.

Each wire transfer request, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. Any wire transfer request or cancellation thereof may be transmitted by any financial institution by use of the funds transfer system of the Federal Reserve Financial Institution ("Fedwire"). The rights and obligations Bank and the Customer with respect to any wire transfer request, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Financial Institution. The Customer acknowledges Bank's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described herein.

## ACH Product Schedule

Customer wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Master Agreement and the rules of the National Automated Clearing House Association ("NACHA") and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code ("UCC"), the Master Agreement, and/or the Depository Agreement, the provisions of this Service Agreement shall prevail. Terms not otherwise defined in this Service Agreement shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry.

### Compliance with Rules and Laws

Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).) Customer agrees that the performance of any action by Bank to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of the Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Customer agrees generally and warrants to Bank that all actions by Customer contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC"). Bank will charge the Customer with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Customer and the Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Customer provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules.

### Underwriting

Customer approval for use of this Service may be subject to underwriting criteria established by Bank from time to time. If Bank requires application of underwriting criteria to Customer approval for use of this Service, Bank will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide to Bank. Customer agrees to provide Bank such financial, business and operating information as Bank may reasonably request in connection with Bank's underwriting and approval process. Bank may require the personal guarantee of a principal(s) or an owner(s) of Customer.

### Security Interest

To secure the payment and performance of Customer's obligations set forth herein, Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Customer to Bank under this Agreement or any other obligation of Customer to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

### Transmission of Entries by Customer

User(s) shall initiate the debit or credit Entries outlined in the Master Agreement Application on behalf of and selected by Customer. Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in the section titled Notice of Returned Entries of this Agreement and required to initiate Entries under this Agreement, to be a User. User(s) shall transmit Entries to Bank in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. The cutoff time for transmission to the Bank on a Business Day is 4:00 p.m. EST or EDT and shall be transmitted no less than one Business Day prior to the Effective Entry Date. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed the lesser of the amount of available funds in Customer's account or the Maximum Daily Submission Limit set forth on the Master Agreement Application.

"Entry Settlement Limit" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Customer by Bank in writing from time to time.

"In-Process Entries" means the aggregate dollar amount of all credit or debit Entries initiated by Customer and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

"Overlimit Entry" means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit. Customer agrees that Bank may not process an Overlimit Entry. Bank will suspend any Overlimit Entry submitted by Customer and may, following its receipt of an Overlimit Entry; suspend all In-Process Entries. Customer acknowledges that any Overlimit Entry or other In-Process Entries suspended by Bank will not settle on their scheduled Settlement Date. If Customer wishes to initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Customer may submit to Bank its request to initiate an Entry that otherwise would be an Overlimit Entry. Customer must submit its request at least 2 banking days prior to the date on which Customer wishes to initiate the Entry that otherwise would be an Overlimit Entry. Bank may require from Customer financial or other information in connection with Bank's consideration of the request. Bank may grant or deny Customer's request at its sole discretion. Customer acknowledges that the Limits are solely for the protection of Bank and its assets.

In addition to the foregoing, Bank generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement or to refuse to process any debit/credit Entries under this Agreement if, in Bank's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of Customer's Accounts. If any of the foregoing actions are taken by Bank with respect to a particular preauthorized debit/credit Entry, Bank will notify Customer as promptly as practicable, but in no event later than 2 banking days after its decision. Customer may not reinitiate entries except as prescribed by the Rules.

### **Third-Party Service Providers**

Customer may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("**Service Provider**"). Customer agrees not to use a Service Provider to transmit files to Bank without first entering into a Third Party Service Provider Agreement. If Customer uses Service Provider to transmit Files to Bank and Customer and Service Provider have not entered into a Third Party Service Provider Agreement, Customer (a) agrees that Service Provider is acting as Customer's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("**Service Provider Agreement**"). All of Customer's obligations and responsibilities under this Agreement will apply to the Service Provider, and Customer's separate agreement with the Service Provider must so provide. At Bank's request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

### **Credit and Debit Entries; Records Retention**

Customer shall obtain an authorization ("**Authorization Agreement**") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Customer and Customer shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial institution, as defined in the Rules.

If the amount of a Debit Entry to a Customer's account varies in amount from the previous Debit Entry relating to the same authorization or preauthorized amount, Customer shall, at least ten (10) calendar days before the Effective Entry Date of such Debit Entry, send the Customer written notice of the amount of such Debit Entry and its Effective Entry Date, unless Customer has previously been notified of Customer's right to receive such notice and Customer has elected to receive such notice only when the Debit Entry does not fall within a specified range of amounts or varies from the most recent Debit Entry by an agreed amount. If any change is made by Customer in the scheduled Effective Entry Date of one or more Debit Entries, Customer shall, at least seven (7) calendar days before the Effective Entry Date of the first such Debit Entry to be affected by such change, send the Customer a written notice of the new Effective Entry Date(s) of such Entry or Entries.

### **Processing, Transmittal, and Settlement by Bank**

Except as otherwise provided for in this Agreement and if Bank elects to accept Entries, Bank shall:

- a) Use commercially reasonable efforts to comply with the instructions of Customer, (ii) process Entries received from Customer to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("**On-Us Entry**"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form set forth in this Schedule.
- b) Transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Customer from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Customer; and (iii) the ACH processor is open for business on such Business Day. Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer. The Customer will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

### **Settlement of Credit Entries and Returned Debit Entries**

Customer agrees to settle for all credit Entries issued by Customer, User(s), or credit Entries otherwise made effective against Customer. Customer shall make settlement at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Date of such credit Entry as Bank, in its discretion, may determine. Customer shall settle with Bank for the amount of each debit Entry returned by a Receiving Depository Financial institution ("**RDFI**") or debit Entry dishonored by Bank. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") designated in the Treasury Management Services Master Agreement, as settlement for credit Entries issued by Customer or returned or dishonored debit Entries. If Bank requires pre-funding, Customer shall maintain sufficient available funds in the Authorized Account(s) to settle for the credit Entries at the time the credit Entries are issued by Customer. In the event the Authorized Account or any other Customer bank account does not have collected funds sufficient on the Settlement Date to cover the total amount of all Entries to be paid on such Settlement Date, Bank may take any of the following actions:

- a) Refuse to process all Entries, in which event Bank shall return the data relating to such credit Entries to Customer, whereupon Bank shall have no liability to Customer or to any third party as a result thereof; or
- b) Process that portion of the credit Entries as Customer has sufficient available funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Customer, whereupon Bank shall have no liability to Customer or any third party as a result thereof; or
- c) Process all credit Entries. In the event Bank elects to process credit Entries initiated by Customer and Customer has not maintained sufficient available funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Customer shall be immediately due and payable by Customer to Bank without any further demand from Bank. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.
- d) Should Customer's return rate for unauthorized Entries exceed one (1) percent of the total number of Entries transmitted over the preceding sixty (60) days, or two calendar months, Bank may suspend use of this service.
- e) The Bank may, in its sole discretion, place a hold on Customer's account as a reserve for any ACH Debit Entry transmitted by Bank that is subsequently returned. In the event Customer does not satisfy its obligations under this Agreement as provided above, Customer agrees that Bank may, at its sole discretion, charge interest at the highest rate allowable by law from the date there are insufficient collected funds to cover Customer's obligations under this Agreement until said obligations are satisfied, plus an administrative fee of 5% of the overdraft amount, minimum of \$50.00.

- f) Bank shall not be responsible for acts or omissions of any third party, including without limitations any Federal Reserve Bank, courier service, Payment Systems Network, NACHA, any transmission or communications facility, or any other party involved with processing of the Entry, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such third party shall be deemed Bank's agent.

#### **Pre-Funding**

Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 9:00 a.m. local time three (3) banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

#### **On-Us Entries**

Except as provided in Rejection of Entries outlined below, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided said Entry is received by Bank at the time and in the form set forth in this Schedule. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

#### **Reserves**

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

#### **Rejection of Entries**

Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Customer. Bank has no obligation to notify Customer of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Customer for rejection of an Entry and shall not be liable to pay interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

#### **Cancellation or Amendment by Customer**

Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must comply with the Security Procedures of this Agreement. If such a request is received by the Bank before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), the Bank will use reasonable efforts to cancel or amend the Entry as requested, but the Bank shall have no liability if the cancellation or amendment is not effected. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

#### **Reversals of Entries**

- a) General Procedure. Upon proper and timely request by the Customer, the Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) be accompanied by a Reversal/Cancellation Request form and comply with all of the Rules. In addition, if the Customer requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Customer Account an amount equal to that Entry or File. The Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.
- b) No Liability: Reimbursement to the Bank. Under no circumstances shall the Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Customer shall reimburse the Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Customer's request for reversal of an Entry.

#### **Error Detection**

Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if the Customer discovers that any Entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us' credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as result of the error or issuance of duplicate Entries.

#### **Prohibited Transactions**

Customer agrees not to use or attempt to use the Services

- a) To engage in any illegal purpose or activity or to violate any applicable law, rule or regulation
- b) To breach any contract or agreement by which Customer is bound
- c) To engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or
- d) To engage in any transaction or activity that is not specifically authorized and permitted by this Agreement



- e) Customer shall not initiate an ACH transaction that is part of a payment transaction that involves a financial agency or financial agency's office that is not located in the territorial jurisdiction of the United States.

Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

#### **Prenotification**

Customer, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Customer receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Customer will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

#### **Notice of Returned Entries and Notifications of Change**

Bank shall notify Customer by e-mail, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Customer in accordance with the requirements of the Master Agreement and this Schedule, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry. Customer shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank. Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

#### **Provisional Settlement**

Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

#### **Customer Representations and Warranties; Indemnity**

With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries set forth in the Treasury Management Services Master Agreement, (d) Customer shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Customer shall be bound by and comply with the provision of the *Rules* (among other provisions of the *Rules*) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. The Customer shall defend, indemnify, and hold harmless the Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Customer contained in this Agreement; or (bb) any act or omission of the Customer or any other person acting on the Customer's behalf.

#### **Additional Customer Warranties for Selected Standard Entry Classes**

NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

#### **SPECIAL TERMS AND CONDITIONS FOR ACH CREDIT TAX PAYMENTS (EFTPS)**

If Customer has requested Bank to permit it to initiate tax entries to accounts maintained at Bank and other financial institutions by means of the Automated Clearing House (the "ACH"). Bank has agreed to do so on the terms of this EFTPS Agreement. Now, therefore, Customer and Bank agree as follows:

1. Enrollment Requirements and Special Requirements of Federal Tax Payments. Customer warrants that it has enrolled in the Electronic Federal Tax Payment System (EFTPS) on form 9779, Business Enrollment Form, and has selected the ACH Credit option. Customer warrants that all special requirements of the EFTPS system have been met, including the generation of pre-notification entries before the first tax payment is sent. Customer further warrants that if it is generating a tax payment, it will use the CCD Format with a TXP addenda record as required.
2. Rejection of Entries. Bank shall be entitled to reject any entry, including an on-us entry, which does not comply with the Rules and may reject any entry if Customer is not otherwise in compliance with the terms of this Schedule and the Master Agreement. Bank shall notify Customer by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by Bank to the ACH Processor.
3. Notice of Returned Entries. Bank shall notify Customer by telephone of the receipt of a returned entry from the ACH Operator no later than 2:00 p.m. eastern standard time on the day received. Bank shall have no obligation to re-transmit a returned entry if Bank complied with the terms of this Agreement with respect to the original entry.
4. Reversals. Unless specifically approved by the Internal Revenue Service, reversal entries of files are prohibited.

### **SPECIAL TERMS AND CONDITIONS FOR ONLINE INITIATED ENTRIES (WEB entries)**

If Customer has requested Bank to permit it to initiate single-entry WEB entries to consumer accounts maintained at Bank and other financial institutions by means of the Automated Clearing House (the "ACH") pursuant to an authorization that is obtained from the consumer via the Internet. Bank has agreed to do so on the terms of this addendum to the Agreement. Now, therefore, Customer and Bank agree as follows:

1. Authorization Requirements. Customer warrants that each entry has been properly authorized in writing that is signed or similarly authenticated before initiating a debit entry as set forth in the Rules. Said authorization language must be displayed on a computer screen or other visual display. The consumer must be prompted to print the authorization and retain a copy and Customer must be able to provide the consumer with a hard copy of the authorization if requested to do so. The use of a digital signature or code to similarly authenticate a written authorization is permitted as outlined in the Rules.
2. Formatting Requirements: Customer warrants that it will use the WEB Format as outlined in the Rules.
3. Risk Management. The Customer warrants that: 1) a commercially reasonable fraudulent transaction detection system will be employed; (2) a commercially reasonable method of authentication to verify the identity of the Receiver will be employed; (3) commercially reasonable steps will be taken to verify that routing numbers are valid; (4) WEB entries will be encrypted or the Receiver's banking information will be transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology; and (5) an audit will be conducted at least annually to ensure that ensure that the financial information that the Customer obtains from consumers is protected by security practices that include adequate levels of: (a) physical security to protect against theft, tampering or damage, (b) personnel and access controls to protect against unauthorized access and use, and (c) network security to ensure secure capture, storage and distribution of financial information.

**INTERNATIONAL ACH TRANSACTIONS ("IAT").** Customer shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, the following provisions apply to IAT Entries originated by Customer:

- a) IAT Entries are transmitted by Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Customer, and Customer agrees and acknowledges that Bank shall not be liable to Customer for any loss or charge incurred by Customer as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.
- b) In the event of a returned IAT Entry, consumer payments will be credited to Customer at the originated U.S. dollar amount; corporate payments will be credited to Customer at the exchange rate determined by Bank's processor at the time of return.
- c) In the event of an error in an Entry or duplicate entries, Customer acknowledges and agrees that Customer shall be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.
- d) Customer shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Customer hereby agrees to abide by all of the Rules related to IAT Entries.
- e) Customer agrees that in the case of a non-Consumer Account, Customer shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.
- f) Customer acknowledges that it has reviewed and understands Subsection 2.11.3 of the Rules entitled "Exceptions for Outbound IAT Entries" and Customer understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Customer further acknowledges that Customer understands how such laws, regulations and rules differ from the Rules.
- g) Customer agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy or enforceability of the Entry in any country outside the United States.
- h) Customer bears the risk of any loss caused by any delay, tax, cost, tariff, fee, or other charge incurred on account of the Entry in any country outside the United States.
- i) If the settlement of any IAT Entry involves clearing of the Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instruction received by Bank from the financial institution or financial agency located in the first country outside the United States to which the Entry is directed.
- j) Customer hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Customer's origination of an IAT Entry.

### **Inconsistency of Name and Account Number**

The Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Customer, even if it identifies a person different from the named Receiver, and that the Customer's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances. Customer is liable for and must settle with Bank for any Entry initiated by Customer that identifies the Receiver by account or identifying number or by name and account or identifying number.

### **Notices, Instructions, Etc.**

- a) Except as stated herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.
- b) The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Bank.
- c) Except as stated herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by US mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the following address:

**Seacoast National Bank  
Attn: EFT Department  
971 South Federal Hwy  
Stuart, FL 34994**

unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

### **Data Retention**

The Customer shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Bank as provided herein, and shall provide such Data to the Bank upon its request.

**Data Media and Records**

All data media, Entries, security procedures and related records used by the Bank for transactions contemplated by this Agreement shall be and remain the Bank's property. The Bank may, at its sole discretion, make available such information upon the Customer's request. Any expenses incurred by the Bank in making such information available to the Customer shall be paid by the Customer.

**Financial Information and Audit.** Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Service Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Service Agreement or the Service. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Service Agreement and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Service Agreement or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service and this Service Agreement according to the provisions hereof.

**Cooperation in Loss Recovery Efforts**

In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Termination**

In addition to, and without limiting the generality of, the Termination provisions of the Master Agreement, Bank may terminate this Service immediately upon its determination that Customer is in violation of this Service Agreement, the ACH Rules or applicable laws or if Customer initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Service Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Service Agreement. Customer's obligation with respect to any Entry shall survive termination of this Product Schedule until any applicable statute of limitation has elapsed.

## Online ACH Debit Block /ACH Positive Pay Product Schedule

### Description of Service

Subject to the terms and conditions of this Product Schedule, Bank shall provide the Service to Customer, which allows Customer to authorize or block Automated Clearing House ("ACH") transfers to or from Customer's deposit accounts at Bank. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Transaction" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s). "Credit Transaction" shall refer to any ACH Transaction which has the intended effect of depositing funds to Customer's demand deposit account(s). Customer acknowledges and agrees that by instructing Bank to block designated ACH Entries, Bank shall dishonor and return all such blocked ACH Entries.

### ACH Debit Pay

Customer authorizes and instructs Bank to charge Customer's Debited Account(s) for each ACH debit transaction received by Bank that was originated with the ACH Originator ID Numbers listed on the Master Agreement Application (as amended from time to time) (the "Operating Instructions"). Amendments of the Operating Instructions shall be by such method and in such format as Bank shall specify. Bank shall process Operating Instructions received from Customer in accordance with the procedures and requirements set forth herein. Bank shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Customer. Bank shall not be obligated to process Operating Instructions unless all of Bank's specified requirements and conditions have first been satisfied or waived by Bank, in its sole and absolute discretion. Customer authorizes Bank to charge Customer's Debited Account for any applicable fees.

Customer agrees to maintain sufficient available balances in Customer debited account(s) to cover each ACH debit transaction authorized under the Master Agreement. If Customer's Debited Account's available balance is insufficient to cover any ACH debit transaction authorized by the Master Agreement, Customer agrees that Bank may, in our discretion, refuse to pay and/or debit or place a hold on funds in any account maintained by Customer with Bank or any Affiliate of ours and that Bank may set off against any amount owing by Customer, in order to obtain payment of Customer obligations under the Master Agreement. "Affiliate" means any member of its "affiliated group," as that term is defined in Section 1504(a) of the Internal Revenue Code of 1986, as amended.

In the event that Bank receives an ACH debit transaction containing an ACH Originator ID Number not listed on the Master Agreement or additional instructions provided by Customer in writing, or Bank receives an item outside any specified dollar range for authorized payees as listed on the Master Agreement or additional instructions provided by Customer in writing Customer agrees that Bank may return said transaction without notice to Customer with reason code R29- Corporate Customer Advises Not Authorized or with another valid Return Reason Code as outlined in the NACHA operating rules, as applicable. Customer agrees to abide by our rules and regulations governing Customer account(s) as stated on Customer account agreement and as amended from time to time. Bank may take any security measures that Bank believes are necessary (such as recording telephone conversations) without notice to Customer.

### Special Terms and Conditions for ACH Positive Pay

The Customer shall be responsible for creating and maintain the list of approved ACH originator ID numbers and any specific dollar range for authorized payees within the online system. The Bank will make every reasonable effort to make available to the Customer for viewing ACH Exceptions by 8:45 A.M. EST. Access to the ACH Positive Pay Service will not be available prior to 8:45 A.M. The Customer agrees and understands that the ACH Positive Pay Service described herein is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in delivering said service. The Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Customer in the event of any failure or interruption of such service or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Bank.

The Customer shall review and make a pay/return decision for each ACH Exception item and transmit said decisions (the "Pay/Return Instructions") to the Bank by 2:00 P.M. EST the same business day the ACH Exception Item is made available for customer review. In the event that the Bank does not receive the customer's Pay/Return Instructions by 2:00 P.M. EST the Bank may return said ACH Exceptions as outlined under ACH Debit Pay above.

Business Online Banking has certain security features available to customer to prevent unauthorized transactions as more fully outlined in the Bank's Online Banking Terms and Conditions and Customer shall be responsible for implementing said security features. For security reasons, the Bank recommends that the Customer have one user make pay/return decisions for ACH Exceptions and a different user approve and transmit the Pay/Return Instructions for such ACH Exceptions.

Bank reserves the right to require 30 days advance written notice from Customer of the any intended withdrawal from or closing any of the account(s) listed on the Set-Up Form no less than 30 days before the withdrawal is made.

### Savings and Money Market Limitation

If Customer's Debited Account is a savings or a money market account, transfers to another account or to authorized third parties by pre-authorized, automatic or telephone transfers are restricted by regulation to six per calendar month or statement cycle. An excessive transfer fee will be charged for transfers in excess of six per calendar month or statement cycle.

### Limit of Liability

- a) **Dispute over Return of ACH Debit Transaction.** Customer acknowledges that the return of an ACH Debit Transaction is subject to dispute on the part of the Sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the National Automated Clearing House Association governing ACH transactions ("Rules"). Customer hereby indemnifies and holds Bank, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the Service by Customer.
- b) **Identification of ACH Transactions to Block.** Customer and Bank acknowledge that ACH transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of Bank's ability to monitor for transactions which Customer desires to block. Bank shall act in good faith to process Customer's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Customer in Operating Instructions, Bank shall be held harmless for posting an ACH transaction to Customer's account and any dispute related to such a transaction shall be between Customer and the Originator of the transaction.

- c) **No Change in the Agreement Limits of Liability.** This Limit of Liability Section supplements the limits of Bank's liability described in the Master Agreement, which remain in full force and effect without change.
- d) **Right to Suspend Services.** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Customer if Customer shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Service.
- e) **Examination of Account Statements.** Nothing in this Service Agreement shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the Service provided to Customer hereunder. Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.
- f) **Hold Harmless.** Customer shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Customer's Operating Instructions and/or Pay/Return Instructions.
- g) **Properly Payable Debit.** Any ACH Debit Transaction that is paid in accordance with the Service shall be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying ACH Debit Transactions in accordance with the Service.

## Online Account Reconciliation Services Product Schedule

### Product Overview

The services provided by Bank under Account Reconciliation are provided through Bank's Business Online Banking Service and can include the following, as elected by Customer in the Application Form for Treasury Management Services:

Services under Account Reconciliation are provided through the Bank's Business Online Banking solution and can include the following:

**Full Reconciliation** – You transmit current reporting period's Check Issue activity to the Bank where the Issue File is matched to checks that have actually cleared your Account for payment. The matched check data as well as non check transactions are available to you for download so you can automatically update your accounts payable system.

**Partial Reconciliation** - A listing of paid checks that have cleared your Account is available to you for download which can then be for uploaded to your accounts payable system.

**Deposit Reconciliation** - A listing of deposits posted to your account during the reporting period based on location specific deposit ticket codes are available to you for viewing or can be downloaded electronically for use in account reconciliation.

### Customer Responsibilities

- **Quality Check Assurance:** Customer must provide and maintain quality checks for any and all reconciliation services. Customer must submit a sample voided check for verification on Bank's systems. Rejects due to check quality MAY NOT will be assessed a "Reject Quality Surcharge". The "Surcharge" will commence 30 days after notification if the quality issue is not completely resolved. Service may be discontinued should these rejects continue for a period of 90 days or more, following notification and fee assessment by the Bank.
- **Download/E-mail Disclaimer:** Customer agrees that once Customer has downloaded a check image from the Bank's secured website, or provided CD/DVD, or after Customer has requested that Bank forward a check image to the Customer, REMOVE THIS...as an attachment to an e-mail transmission, Customer is solely responsible for preserving the confidentiality of any such information retrieved or sent and Customer assumes all risks involved in forwarding the check image to the Internet destination or other destination of Customer's choice.
- **Updated List:** For all reconciliation services the Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay/no pay decisions on items to the Bank. Information provided on the set up will remain in effect until an appropriate Customer representative otherwise notifies the Bank in writing.
- **Stop Payment:** In order to stop payment on a check included in the Issue File, the Customer shall deliver a stop payment order via Online Banking prior to the presentment of the item. A cancel or void should only be used if a check has not been disbursed. Bank's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Bank's system, the stop payment will not be placed.
- **Miscellaneous:** Customer acknowledges that notwithstanding the return of checks by the Bank in accordance with Customer's instructions under this section, the Customer may be subject to claims for payment by the payee of any check or by a holder in due course of a check. Information provided on the set up will remain in effect until an appropriate Customer representative otherwise notifies the Bank in writing. All notices, communications, and instructions from one party to the other in connection with this Service shall be sent via the Internet to particular parties, which the recipient may amend from time to time by prior written notice.

### Limit of Liability

In addition to the limits of liability set forth in the Master Agreement, the following additional terms apply to reconciliation services.

- Without liability to any party, Bank shall be entitled to cease Account Reconciliation Services if the quality of the checks, including the quality of the magnetically encoded characters on the face of each check, is below a commercially reasonable standard for processing on Bank's equipment.
- The term "Full Reconciliation" should not be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual checks to detect errors or alterations. Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.
- Customer's use of this Service or Bank's receipt of information associated with this Service does not impose on Bank any obligation or duty with respect to Customer's accounts or the payment of checks, and Bank shall have no obligation to examine or inspect any check or other item for completeness or authorization or to determine whether a check or other item is properly payable.