



Treasury Management Terms and Conditions

These Treasury Management Terms and Conditions (including the Treasury Management Service Exhibits, the “**Terms and Conditions**”) set forth the terms and conditions applicable to the Treasury Management Services provided by Lakeland Bank (the “**Bank**”). These Terms and Conditions, your Treasury Management Master Authorization and Agreement (the “**Master Authorization and Agreement**”) and your Treasury Management Designation of Services Forms (“**DOS Forms**”) together constitute the entire agreement (the “**Agreement**”) between you and Bank in respect of the Treasury Management Services. By executing a DOS Form and each time you access or use a Treasury Management Service you acknowledge your agreement to the terms and conditions set forth in this Agreement. As used in this Agreement, “you,” “your,” or “Customer” means the Customer and “we,” “us,” or “Bank” means Lakeland Bank. Definitions of capitalized terms used herein may be found in Section 32, below.

The Terms and Conditions are organized into two parts, the **General Terms and Conditions** and the **Treasury Management Service Exhibits**. The General Terms and Conditions set forth provisions that govern the Treasury Management Services on an overall basis, while the Treasury Management Service Exhibits (which may include schedules) describe in detail and contain provisions governing each of the Treasury Management Services the Bank offers. The Treasury Management Service Exhibits include the following:

- Exhibit A** eTreasury Banking
- Exhibit B** Online Bill Pay
- Exhibit C** ACH Origination
- Exhibit D** Remote Deposit Capture
- Exhibit E** Image Cash Letter
- Exhibit F** Zero Balance Account
- Exhibit G** Positive Pay Services
- Exhibit H** Commercial Lockbox
- Exhibit I** Multi-Business Transfer

GENERAL TERMS AND CONDITIONS

1. **Services.**

1.1 Scope of Services. These **General Terms and Conditions** apply to all of the Treasury Management Services (individually, a “**Service**” and collectively, the “**Services**”) offered Bank including but not limited to Bill Payment, eStatements and eNotice, Wire Transfer Service, ACH Origination Service, Remote Deposit Capture Service, Image Cash Letter Service, Zero Balance Account Service, Positive Pay Services and Commercial Lockbox Service.

1.2 Designation of Services and Effective Date. The Services that Bank provides to Customers are identified and described in the **Treasury Management Service Exhibits** (each, a “**Service Exhibit**” and collectively, the “**Service Exhibits**”). The General Terms and Conditions and the Service Exhibits shall together govern all aspects of your access to and use of the Services. To the extent of any conflict between the General Terms and Conditions and any Services Exhibit, the terms or conditions of the Service Exhibit shall control solely with respect to the Services to which such Service Exhibit relates. For the avoidance of doubt, any provisions of any Service Exhibits that contain additional requirements or provisions in respect of any item or subject matter set forth in the

General Terms and Conditions, the provisions of both the General Terms and Conditions and Service Exhibits shall apply to the extent they do not conflict. This Agreement shall be effective on the date the initial DOS Form is executed by Customer and delivered to Bank. Bank will begin performing the Services subject to and in accordance with this Agreement following (a) Bank's receipt of all information and documents necessary for Bank to commence the Services, as determined by Bank from time to time, (b) Bank's approval of Services requested by Customer (which may include performing due diligence on Customer in a manner satisfactory to Bank and (c) Bank's activation of such Services. Some of the Services require Customer to complete and provide to Bank information or documentation in, or as part of, the applicable Service Exhibits, including without limitation, any exhibits or schedules thereto, set-up forms, input forms or other documents required in connection with such Services (collectively, "**Additional Documents**"). Further, all of the Services require completion, execution and delivery of the Master Authorization and Agreement. Notwithstanding the fact that this Agreement may be in effect, Customer's initial access to or use of, or continued access to or use of, any Services, including Services added from time to time pursuant to a new DOS Form (or as otherwise permitted herein), will be conditioned on and subject to Customer entering into, or completing and providing to Bank, the foregoing Additional Documents when and to the extent Bank so requests. In the performance of the Services, Bank shall be entitled to rely solely on the information, representations, warranties, covenants, and agreements provided by Customer under or in connection with this Agreement, and in no event shall Bank be responsible or liable for the accuracy or completeness thereof. Customer may from time to time add or remove Services by completing, duly executing, and delivering to Bank a new DOS Form, which shall become a part of this Agreement, or as otherwise set forth in Section 21. Not all Services requested on the DOS Form may be available to Customer because of (i) incompatibility between Customer's operating system and the Systems, (ii) restrictions established by Customer and/or Bank, or (iii) the unavailability of the requested Service(s) in certain market areas.

2. **Representations and Warranties.** Customer represents, warrants, and covenants to Bank that (a) it is duly organized, validly existing, and in good standing in the state of its organization, (b) the execution and delivery of the DOS Form(s), Master Authorization and Agreement, and all other Additional Documents related to this Agreement, and Customer's performance under this Agreement, are within its powers, have been duly and validly authorized, and do not contravene its charter, by-laws, or any indenture, agreement, undertaking, law, regulation, or order binding on it, (c) any approval, consent, or authorization of any governmental authority that is necessary for Customer to obtain any Service from Bank has been obtained, (d) the terms and conditions contained in this Agreement are valid and binding obligations of Customer enforceable in accordance with their terms, and (e) Customer's use of the Services and Systems will comply with all applicable laws, rules and regulations.

3. **No Consumer Accounts or Use.** Customer acknowledges, represents, warrants, and agrees that the accounts that will be accessed in connection with the Services are accounts established and used for business or commercial purposes, and are not accounts established or used for personal, family or household purposes. Customer further agrees that the services provided under the Agreement are for Customer's business or commercial purposes only. Accordingly, the provisions of the Electronic Funds Transfer Act (implemented through Regulation E), the consumer provisions of the federal Gramm-Leach-Bliley Act, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts generally do not apply to the Services or any transactions related thereto, except to the extent any of the foregoing expressly apply to business or commercial accounts or transactions involving such accounts. Bank may terminate any Service or this Agreement immediately and without notice to Customer if Bank becomes aware or has a reasonable belief that Customer is using the Services or the Account(s) for personal, family, or household purposes or for other purposes subject to EFTA's Regulation E, unless such use is expressly permitted by Bank in writing.

4. **Authorized Representatives.** The Master Authorization and Agreement executed by Customer designates authorized signers ("Authorized Signers") to (a) establish, manage and/or cancel Services with respect

to such accounts by executing Treasury Management Designation of Service Forms and (b) provide instructions to Lakeland Bank in respect of Services on such accounts, including but not limited to Electronic Funds Transfer (Wire) Service instructions. Additionally, Customer may grant one or more individuals the authority to use a specific Service on Customer's behalf. Such individual may be Customer's owner, manager, employee or agent. Examples of such authorized individuals include the "Administrator" and "Users" using the System to access a Service. Authorized Signers together with these other authorized individuals and the signer(s) of Customer's Master Authorization and Agreement are collectively known herein as **Authorized Representatives**. Bank will be entitled to rely on any written notice, or other communication, including, but not limited to emails, believed by Bank in good faith to be genuine and to have been submitted by an Authorized Representative, and any such communication will be deemed to have been signed by such Person. To make any changes to Customer's then current Authorized Representatives, or to appoint additional Authorized Representatives, Customer shall provide reasonable prior notice of such change to Bank. Such notice shall be in a form acceptable to Bank. Any act or omission of any Authorized Representative or any Customer director, officer, employee, agent, other representative or contractor shall be deemed to be an act or omission of Customer for purposes of this Agreement.

5. **Data and Information Supplied by Customer.** Customer will transmit or deliver data and other information in the format and on the media as provided for in the applicable Service Exhibits or as otherwise designated or required by Bank in conjunction with rendering the Services. Customer will have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that Bank will not examine the data for correctness or completeness, and Bank will not have any responsibility or liability for detecting errors in the data transmitted by Customer. The data transmitted by Customer must be legible, correct, complete, and without defect or corruption. Bank will not be obligated to process, and Bank will not be liable to Customer for any failure to process or delay in processing, the data if it is not transmitted in accordance with this Section 5, or if Customer has not complied with Section 8. Bank will not be responsible or liable for errors or omissions caused by data processed or otherwise utilized by Bank, which data was not transmitted in compliance with this Section 5, or by data that is rejected as the result of Customer's failure to transmit data in compliance with this Section 5. Customer will transmit all data to Bank by the deadline(s) specified in the applicable Service Exhibits, or as otherwise specified by Bank from time to time. Bank will have no obligation to process data or perform the Services if the data is not received by Bank by the specified deadline.

6. **Hours of Access.** The Systems are generally available seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available occasionally due to emergency or scheduled Systems maintenance, interruption of data or communications circuits, inclement weather conditions or other emergency circumstances beyond Bank's control, including without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with Bank's equipment. Bank will use its reasonably best efforts to post notice of any extended periods of non-availability on the Website.

7. **Security Procedures.**

7.1 **General.** Customer agrees to comply with any security and authentication techniques we may require for accessing or use the Services. This can include, but is not limited to, username and password combinations, plug-ins, cookies, or telephone numbers and unique internal and network identifiers for computers and Mobile Devices used to access the service (collectively, "**Credentials**"). We may set standards for any Credentials required to use the Services. Customer agrees that it any security procedure we have provided in connection with any aspect of a Service is commercially reasonable and that Customer will not use any Service unless it deems the security procedures provided (or lack thereof) to be commercially reasonable.

7.2 Passwords. For security purposes, to access the Accounts through the Systems, each authorized user must enter the assigned Company ID, User ID and password. During the initial logon to the Online System, each authorized user will be required to change the temporary password assigned by Bank to one of the authorized user's choosing, subject to Bank's password requirements. Minimum password and authentication requirements shall be determined, and may be revised, by Bank from time to time. In addition to or in lieu of passwords, Bank may make use of multifactor authentication in order to assist in the validating an authorized user's User ID during the login process or when initiating transactions or otherwise accessing any System or Service. Separate security measures may be required, as determined by Bank from time to time, to access any System or Service, including, but not limited to (a) one-time passwords ("**Out of Band or Soft Token**") or (b) security questions and answers. The Systems may also use methods to identify Authorized Representatives through their respective digital "fingerprints" (settings associated with Customer's computer, internet service provider, IP address, mobile device, etc.). Customer agrees that Bank may collect, store, and share Customer's or any authorized user's digital "fingerprint" information, as necessary to provide the Services, or as otherwise may be required by law. The requirements and use of these additional security measures will be determined and updated by Bank from time to time. Customer shall maintain the safety and security of any password or other authentication information. Without limiting the generality of the foregoing or Section 8 below, Customer shall (a) ensure that all password or other authentication information is kept confidential and not shared with any Person that is not an authorized user, and (b) inform authorized users of the obligation to maintain the confidentiality and security of all password or other authentication information.

8. **Customer Security Responsibilities.**

8.1 General Security Measures. Customer agrees to implement commercially reasonable security procedures to protect the accuracy and confidentiality of Customer's Information Sources, to guard against fraud and to assure that only Customer's authorized users have the ability to transmit information and instruction to Bank in connection with Customer's Accounts through the Services.

8.2 Protection of Information Sources. Customer will be solely responsible for preventing and safeguarding against unauthorized transmissions and unauthorized access to the following, all of which are referred to collectively as "**Information Sources**": (a) original Checks; (b) Check Images; and (c) Customer information, systems, data, connections, and equipment that interface with, connect to, or allow access to, Bank, its information, systems, data, and equipment, including, but not limited to, instructions, codes, User IDs, passwords, Tokens, procedures, including, but not limited to, security-related procedures or any passwords, codes or personal identification numbers used in transmitting the Check Images, ACH Entries, Wire Transfers, or other sensitive information. Customer shall establish, maintain, and enforce physical and commercially reasonable security practices, techniques and procedures with respect to access, storage, maintenance and disposal of Information Sources, including, without limitation, any security procedures set forth in the applicable Service Exhibits or set forth by Bank from time to time, to safeguard against unauthorized transmissions and unauthorized access to the Information Sources. Such practices, techniques and procedures will be no less rigorous than the security-related requirements set forth in any applicable laws, regulations, regulatory guidelines and rules and will be designed to ensure that: (i) only authorized Persons will have access to Information Sources; and (ii) that the information obtained from Information Sources is not disclosed to third Persons.

8.3 Security Breach. Customer shall notify Bank immediately, promptly followed by written confirmation of the same in the event such initial notification is not in writing, upon the known occurrence of, or if Customer has reason to believe or suspects there has been, any unauthorized access to the System, Services or Information Sources or unauthorized transmissions in respect of the Services, or upon the creation or approval of unauthorized changes in the System (each, a "**Security Breach**"). In connection with any Security Breach,

Customer agrees to assist Bank in determining the manner and source of the Security Breach. Such assistance will include, but will not be limited to, providing Bank or Bank's agents access to Customer's hard drive(s), storage media and devices, systems and any other equipment or device(s) reasonably believed to have been used in or the subject of the Security Breach. Customer further agrees to provide to Bank any analysis of such equipment, devices, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies (but only to the extent Customer is not prohibited from doing so), or any other third Person.

8.4 Security of Systems. Customer is solely responsible for providing for and maintaining the physical electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, but not limited to, programs commonly referred to as "malware," "keystroke loggers," or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of any System. Any material downloaded or otherwise obtained is at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's equipment, computer or operating systems (including mobile devices) or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer acknowledges and agrees that it shall at all times during the term of this Agreement maintain up-to-date commercially reasonable 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 operating systems.

8.5 Internet and E-Mail Security. 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, but not limited to, frauds commonly referred to as "phishing," "pharming," and "business e-mail compromise"). Customer agrees to educate user(s), agents, Authorized Representatives, employees and contractors retained by Customer 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, Credentials, or any sensitive or confidential information unless Bank uses its Secured E-Mail service. 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 users, agents, Authorized Representatives, employees or contractors will 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. Data transferred via the Systems is encrypted in an effort to provide transmission security and the Systems utilize identification technology to verify that the sender and receiver of the Systems' transmissions can be appropriately identified by each other. Notwithstanding Bank's efforts to ensure that the Systems are secure, Customer acknowledges and agrees that the internet is inherently insecure and that all data transfers, including e-mail, occur openly on the internet and potentially can be monitored and read by others. Bank cannot and does not warrant that data transfers utilizing the Systems, or e-mail transmitted to and from Bank, will be secure or will not be monitored or read by others.

8.6 Bank Liability. Customer understands and acknowledges that Bank shall have no responsibility or liability for losses resulting from or otherwise relating to: (a) Customer's negligence and/or failure to implement or maintain reasonable or appropriate security procedures; (b) any breach of Customer's confidentiality obligations; or (c) any other breach of security procedures by Customer or any of its employees, officers, directors or agents or Customer's other failure to comply with this Section 8.

9. **Intellectual Property.**

9.1 Protection and Security of Software and Documentation. Customer shall establish

reasonable precautions and use commercially reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information, to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Customer shall use reasonable measures to protect the Software and Documentation from unauthorized access, dissemination, or disclosure. Customer shall not disclose the Software or Documentation to any Person except to its employees on a “need to know” basis. Customer shall not, and shall not permit any third Person to (a) copy or use the Software or Documentation except as expressly authorized by this Agreement, (b) sublicense, rent, distribute, transfer, publish, disclose, display, or otherwise make available the Software to any other Person, (c) use the Software or Documentation for third-person training, commercial time-sharing, or service bureau use, or (d) alter, change, modify, or otherwise create derivative works of the Software or Documentation. Customer shall not, and shall not permit any third Person to, reverse engineer, disassemble, or decompile any Software. Customer shall maintain a complete and accurate list of all locations where Customer has loaded and maintains the Software, and make such list available to Bank upon Bank's request.

9.2 Ownership of Intellectual Property. Customer acknowledges and agrees that all right, title, and interest in and to the Software, Documentation and any other Intellectual Property made available to Customer in connection with the Services (collectively, the “**Bank Intellectual Property**”), together with any modifications or enhancements thereto and derivative works thereof (a) are and shall remain owned exclusively throughout the universe by Bank and its licensors, (b) represent or contain valuable rights of Bank and its licensors, and (c) may be protected under United States patent, copyright, trademark, or trade secret laws of general applicability. Other than a limited, revocable, nontransferable, non- sublicenseable license to use the Bank Intellectual Property as permitted in this Agreement and solely to the extent necessary to utilize the Services, this Agreement does not create any right, title, or interest to any Bank Intellectual Property in favor of Customer or any third Person nor does this Agreement constitute an assignment or other transfer of the Bank Intellectual Property. Customer shall not at any time, either directly or indirectly, (i) dispute the scope, validity, or any other aspect of Bank’s or its licensor’s ownership of the Bank Intellectual Property, (ii) do any act that could reasonably be expected to impair the scope, validity, or any other aspect of ownership Bank’s or its licensor’s ownership of the Bank Intellectual Property, or (iii) assert any ownership rights in or to any of the Bank Intellectual Property. Customer hereby irrevocably assigns and transfers to Bank any and all right, title, or interest, which Customer may now have or which it may acquire at any time in the future in or to any Bank Intellectual Property. To the extent the foregoing assignment and transfer is not valid under applicable law or enforceable in any jurisdiction, Customer hereby grants to Bank and its designated licensors a world-wide, irrevocable, exclusive, fully-paid, transferable, and sub-licensable license to any such right title, or interest, which Customer may now have or which it may acquire at any time in the future.

9.3 Intellectual Property Restrictions. Customer shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on the Software, the Documentation, or any packaging therefor, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original. Customer may not use Bank’s name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank’s names, trademarks, or promotional materials, Customer may only use Bank’s names, trademarks, or promotional materials in the manner, and subject to the restrictions, set forth by Bank from time to time. Customer will not indicate, directly or indirectly, that Bank indorses, or is connected in any way with, any of Customer’s goods or services.

9.4 Intellectual Property Infringement. Customer shall (a) cooperate with Bank and its licensors to protect the Bank Intellectual Property, including, but not limited to, from any lawsuits or disputes involving the Software, and (b) promptly notify Bank and provide to Bank any and all relevant background and other facts upon

becoming aware of any actual or potential claim made by a third Person regarding infringement, misappropriation, imitation, unauthorized, or illegal use, or of reasonable likelihood thereof, with respect to any Bank Intellectual Property, and in any such event, (i) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement, misappropriation, imitation, unauthorized, or illegal use and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (ii) agree that Bank or its licensors shall be solely entitled to any proceeds of any such proceeding, including, without limitation, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form. In the event that any Service or Customer's permitted use thereof constitutes, or Bank reasonable believes that any Service or Customer's permitted use thereof constitutes, an infringement, misappropriation, imitation, unauthorized, or illegal use or misuse of any patent, copyright, trademark, license, or other property or proprietary right of any Person, Bank, in its sole discretion, may: (x) obtain a license or other agreement permitting Customer to use the Services; (y) modify the Services such that they no longer constitute (or reasonably believed to constitute) an infringement, misappropriation, imitation, unauthorized, or illegal use; or (z) terminate the Services at issue or this Agreement. Customer acknowledges that the foregoing constitutes Customer's sole and exclusive remedy in respect of any claim regarding infringement, misappropriation, imitation, unauthorized, or illegal use in respect of the Services.

9.5 Termination of Software and Documentation. Notwithstanding anything to the contrary contained in this Agreement, Customer acknowledges and agrees that its license to the Software and Documentation shall terminate upon the earlier to occur of (a) termination of the related Services or this Agreement, (b) termination by Bank of Customer's license to the Software and Documentation, or (c) termination of the Services or this Agreement as set forth in Section 9.4.

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

11. **Financial Information and Audit Rights.** Bank may from time to time request from Customer information pertaining to the financial condition of Customer in order to evaluate the initiation or continuation of a Service 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 and the Services. Customer agrees to submit to reasonable background checks and provide any other information to Bank that is applicable to the Services and that is necessary for Bank to comply with applicable laws and regulations and Bank's internal policies and procedures, as determined by Bank in its sole discretion. Bank may, in its discretion, upon providing reasonable advance notice to Customer, conduct an off-site or on-site review of Customer's operations to ensure compliance with the provisions of this Agreement. Such review may include, but is not limited to, a review of Customer's security procedures and the implementation thereof, the physical area in which Customer creates Check Images, Customer's storage and destruction of Original Checks, and Customer's business activities. Customer shall ensure that Bank may also conduct similar on-site inspections of the place of business of any third-party agent(s) of Customer utilized in connection with the Services and/or request any internal audits or assessments conducted by Customer or any third Person to ensure compliance with the provisions hereof. If Customer fails to provide Bank with all the information required by law or the provisions of this Section 11, Customer agrees that Bank is not obligated to provide any Service and will not incur any liability

for such action or omission. Customer will cooperate fully in providing any information or fulfilling any requests of Bank pursuant to the Services.

12. Fees and Expenses.

12.1 Service Fees. Unless otherwise agreed by Bank in writing, Customer shall pay Bank the fees for access to or use of the Services (including, but not limited to, access or use of the System) pursuant to the Business Fee Schedule or other pricing information provided by Bank from time to time (the “**Service Fees**”). The Bank in its sole discretion may change the fees associated with any Service from time to time. The Bank reserves the right to notify Customer of any such change electronically, by posting the updated fees to our website, by mailing or by any other means permitted by law. If Customer does not accept a fee change, Customer must notify the Bank within fifteen (15) calendar days of the receipt of the account analysis statement. Customer’s use of any Service following such 15-day calendar period shall constitute Customer’s acceptance of and agreement to the fee change. In the event any Service is terminated, Customer shall be required to pay for the Services Fees and other fees associated with such Service prior to the effective date of termination. Customer shall be solely responsible for any and all telephone charges (including mobile text and data fees) and internet service fees Customer incurs in connection with use of the Services (including, but not limited to, accessing or using any System).

12.2 Account. Customer shall maintain with Bank one or more Accounts at all times during the term of this Agreement. Customer shall ensure that Customer’s Account(s) at all times remain in good standing. Customer shall at all times maintain a sufficient Available Balance in such Account(s) to support any transaction initiated under the Services and to cover any Service Fees (including any taxes and assessments as set forth in Section 12.3 below). If Customer maintains more than one Account with Bank, Customer may designate which Account(s) Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting such Account of Customer at Bank (the “**Designated Account**”); provided, however, if Customer fails to select a Designated Account or if at any time there is not a sufficient Available Balance in a Designated Account to cover all outstanding transactions and other payment obligations of Customer under this Agreement, Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of Customer at Bank. If at any time there is not a sufficient Available Balance in any account of Customer at Bank to cover all outstanding transactions and other payment obligations of Customer under this Agreement, Customer agrees to immediately pay Bank, on demand, the amount of any such deficiency. The Account Agreement and all fees and charges relating to the Account(s) separate and apart from the Services remain applicable to the Account(s), and Bank’s rights and remedies set forth in those agreements shall be cumulative with Bank’s rights and remedies hereunder.

12.3 Taxes and Assessments. In addition to the Service Fees, Customer agrees to pay for all taxes, tariffs, and assessments levied or imposed by any governmental authority (except any income tax payable by Bank) in connection with the Service(s), the Program, this Agreement, or the Software or Authorized Equipment made available to Customer. Such taxes include, but are not limited to, all applicable excise, property, value-added, sales or use, or similar taxes, any withholding taxes, national pension or other welfare taxes, customs, import, export, or other duties, levies, tariffs, taxes, or other similar charges. Bank may charge to the Account of Customer all fees and taxes imposed on Bank that are the responsibility of Customer.

13. **No Obligation to Lend Money**. Nothing in this Agreement will be deemed to constitute a credit facility of any kind or nature whatsoever even if the Services rendered hereunder are in conjunction with a line of credit, or if the applicable Service Exhibits refer to a line of credit. Customer acknowledges that this Agreement does not create any right to borrow funds from Bank, and Bank has no obligation to lend funds to Customer in providing the Services. In the event that Bank will perform the Services for Customer that creates an overdraft on any Account(s), such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Services which would also create an overdraft.

14. **Confidential Information.** Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (a) maintain the confidentiality, integrity, and security of such information, (b) use such information only for the purposes set forth in this Agreement and the Account Agreement, including, without limitation, for the performance of its obligations and exercise of its rights hereunder, (c) disclose such information only to its employees, agents, auditors, accountants, attorneys, and regulators, and only as reasonably necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (d) maintain physical, technical, procedural, and administrative controls and safeguards reasonably designed to ensure the security, integrity, and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

15. **Disclaimer of Warranties and Limitation on Bank Liability.**

15.1 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SYSTEMS AND THE SERVICES, APPROVED EQUIPMENT, AND/OR ALL OTHER INFORMATION, CONTENT, AND MATERIALS (INCLUDING THAT OF THIRD PERSONS) MADE AVAILABLE OR USED IN CONNECTION WITH THE SYSTEM OR THE SERVICES (INCLUDING THE SOFTWARE) ARE PROVIDED ON AN "AS IS" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND BANK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY BANK, ITS LICENSORS OR THEIR RESPECTIVE OWNERS, OFFICERS, EMPLOYEES, OR AGENTS WILL CREATE ANY WARRANTY. BANK DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PERSONS, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, OR THAT THERE IS ANY MINIMUM UPTIME OR THAT THE SYSTEMS OR SERVICES WILL BE OPERATIONAL AT ALL TIMES, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME, NOR DOES BANK REPRESENT OR WARRANT THE RESULTS THAT MAY BE OBTAINED FROM THE SYSTEMS OR THE SERVICES WILL BE ACCURATE OR RELIABLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK'S THIRD PERSON SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND BANK DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT.

15.2 GENERAL LIMITATION OF LIABILITY. CUSTOMER EXPRESSLY AGREES THAT IN NO EVENT WILL BANK, ANY THIRD-PARTY SERVICE PROVIDER ENGAGED BY BANK, OR ANY OF THEIR RESPECTIVE, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE FOR LOST PROFITS OR FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY ANY OF THE FOREGOING OR IF ANY OF THE FOREGOING ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH CUSTOMER MAY ASSERT, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. CUSTOMER AGREES THAT BANK, ITS THIRD-PARTY SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS WILL NOT BE LIABLE FOR ANY ACCESS OR USE OF THE SERVICES OR ANY SYSTEM (EXCEPT TO THE EXTENT OF BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR REQUIRED BY APPLICABLE LAW), OR FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE, INCLUDING THE SOFTWARE OR HARDWARE SUPPLIED BY BANK TO CUSTOMER. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE SERVICES USED OR ACCESSED THROUGH THE INTERNET. BANK EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT

TRANSMITTED OR ACCESSIBLE THROUGH ANY BANK SYSTEM OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET, AND BANK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. BANK IS NOT RESPONSIBLE FOR ANY OVERDRAFTS BY CUSTOMER OR FOR ANY ACTIONS OR OMISSIONS OF CUSTOMER THAT RESULT FROM OR ARISE OUT OF ANY DIFFERENCE IN THE AVAILABLE BALANCE AND CURRENT BALANCE OF ANY CUSTOMER ACCOUNT MAINTAINED WITH BANK. BANK WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, OR DAMAGE RESULTING FROM BANK'S FAILURE TO PERFORM ANY SERVICES OR TO PERFORM ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT WHICH IS CAUSED BY AN ACT OF GOD, FIRE, FLOODS, ADVERSE WEATHER OR ATMOSPHERIC CONDITIONS, ACTS OF CIVIL, MILITARY OR BANKING AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, ACTS OF TERRORISM, FAILURE OF TRANSPORTATION, COMMUNICATION OR POWER SUPPLY, OR MALFUNCTION OR UNAVOIDABLE DIFFICULTIES WITH BANK'S EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY INACCURACY, INTERRUPTION OR DELAY IN TRANSMISSION BY THE TELECOMMUNICATIONS CARRIER USED IN CONJUNCTION WITH THE MOBILE DEVICE(S) CUSTOMER USES TO ACCESS THE MOBILE SERVICE, OR ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE MOBILE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, OR GENERALLY ANY CAUSE REASONABLY BEYOND BANK'S CONTROL. BANK ACCEPTS NO LIABILITY FOR ANY DAMAGE THAT ANY EQUIPMENT MAY CAUSE TO CUSTOMER'S OTHER SYSTEMS OR PROPERTY REGARDLESS OF WHETHER SUCH DAMAGE WAS A RESULT OF BANK'S SPECIFICATIONS OR REQUIREMENTS. EXCEPT AS EXPRESSLY PROVIDED IN A SERVICE EXHIBIT SOLELY WITH RESPECT TO THE SERVICES TO WHICH SUCH SERVICE EXHIBIT RELATES, IN NO EVENT SHALL BANK'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AGGREGATE SERVICE FEES FOR THE SIX-MONTH PERIOD PRECEDING THE FACT OR CIRCUMSTANCES GIVING RISE TO BANK'S LIABILITY.

15.3 Mitigation of Damages and Certain Losses. Customer will promptly furnish to Bank written proof of any loss attributable to the Services and will provide all reasonable assistance to Bank to minimize and/or recover any loss which may have been incurred. For ACH Services only, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account. If Customer is reimbursed for any loss by Bank, Bank will be subrogated to all rights of Customer related thereto. Notwithstanding the provisions set forth above, any liability of Bank for a transfer incorrectly made will be limited to the amount of such transfer which is not recovered within a reasonable period of time. In the event of any damages for which Bank or Customer may be liable to each other or to a third Person 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 Person.

15.4 Specific Limitations on Bank Liability. Bank will not be responsible or liable for: (a) Customer's acts or omissions (including, but not limited to, the amount, accuracy, timeliness of transmittal, or due authorization of any Entry received from Customer) or those of any other Person, including, without limitation, any Federal Reserve Bank, ACH or other clearinghouse operator, financial institution (including, without limitation, any transferee institution and their personnel) or any transmissions or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI, and no such Person shall be deemed Bank's agent; (b) any damages, costs, or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provided to Bank or that Bank reasonably believes was provided by an Authorized Representative, authorized user or other authorized representative of Customer; (c) nonperformance, malfunction, or incompatibility of Customer's hardware or software, or the malfunction of any information reporting system beyond Bank's reasonable control; (d) any unauthorized actions initiated or caused by Customer or its employees or agents; (e) Bank's failure to honor a transaction if the Account has insufficient Available Balance; (f) the failure of third Persons or vendors to perform satisfactorily, other than Persons to whom Bank has delegated the performance of specific obligations provided

in this Agreement; (g) any refusal of a Payor Financial Institution to pay an Electronic Item or Substitute Check for any reason (other than the breach of contract, negligence or willful misconduct of Bank), including without limitation that the Check, Electronic Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; or (h) Bank's failure to transmit or delay in transmitting an Entry in connection with an ACH Service if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Customer acknowledges and agrees that Bank will have no responsibility or liability to any Person for any unauthorized transfer, including internal transfer, Wire Transfer, Bill Payment or ACH transfer, made using the Customer ID or any User ID that occurs before Customer has notified Bank of possible unauthorized use pursuant to the terms set forth in Section 8.3 above, and Bank has had a reasonable opportunity to act on that notice. Bank may suspend or cancel the Customer ID or any User ID even without receiving such notice from Customer, if Bank suspects the Customer ID or any such User ID is being used in an unauthorized or fraudulent manner. Customer acknowledges and agrees that all deposits are governed by Bank's Funds Availability Policy and all transfers are subject to availability and established credit limits (as applicable). Customer acknowledges that any System information regarding deposit balances may not include pending transactions, including deposits, withdrawals, and returns, which will determine the actual balance at any given time.

15.5 **Bargained for Allocation.** Bank and Customer acknowledge and agree that the limitations of liability in this Section 15 are a bargained-for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party acknowledges and agrees that the other party would not enter into this Agreement without the limitations of liability set forth in this section.

15.6 **Third Person Claims.** If Bank receives an adverse claim from any third Person in connection with any Account, and Bank reasonably believes that it will not be protected if the claim is ignored or that Bank has a legal obligation to comply with the claim, Customer agrees that Bank may, in its discretion, comply with the claim by making payment from the affected Account, place a hold on the affected Account, move the disputed funds to a holding account, or submit the disputed funds to an interpleader action. Any hold or use of a holding account will remain in place for a period of time that is reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank will have no liability for dishonored transactions which result from such action, and Customer agrees to reimburse Bank for all costs, including attorney fees, incurred due to such adverse claim.

15.7 **Couriers.** Customer may utilize a courier, armored or otherwise, to deliver or receive banking transactions, and in so doing, agrees at all times and in all respects that the (a) courier is the agent of Customer and not of Bank, (b) Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by courier, and (c) Customer assumes all risk of loss (including loss or theft by third Persons or employees of Customer or courier) prior to Bank's acceptance of deliveries from courier and subsequent to courier's acceptance of deliveries from Bank. Customer agrees it and courier will be responsible for all loss recovery procedures and processes, although Bank will undertake reasonable efforts to facilitate loss recovery.

16. **Customer Compliance.** Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and regulations established by the Federal Trade Commission, the Board of Governors of the Federal Reserve, the Office of Foreign Asset Control ("**OFAC**"), the NACHA Rules, the EFTA, Article 4A of the Uniform Commercial Code N.J.S.A. 12A:4A-101, et seq. and any other clearinghouse or

other organization in which Bank is a member or to which rules Bank has agreed to be bound.

17. **Indemnification.** Customer hereby agrees to indemnify and hold harmless Bank, Bank's service providers, and each of their respective owners, directors, officers, employees, representatives, and agents from and against any and all claims, demands, actions, causes of action, losses, injury, damages, costs, and expenses of whatever nature or kind, including, without limitation, all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, and regardless of the theory upon which the same is based, caused directly or indirectly by, arising out of, related to, in connection with, or resulting wholly or partially from (a) any misuse of the Services or any use of the Services not permitted herein; (b) any breach of this Agreement; (c) any claim of any Person that Bank is responsible for any act or omission of Customer or any other Person described herein or in the applicable Service Exhibits; (d) the delay of any clearinghouse or any financial institution other than Bank in crediting, or the failure of such institution to credit the amount of any transaction, and those which arise out of or under the EFTA, any applicable state electronic fund transfer rules or regulations, the NACHA Rules, or any rules or guidelines of any automated clearinghouse; (e) the retention and destruction of original Items by Customer; (f) the wrongful acts or omissions of Customer, or any Person acting on Customer's behalf, arising in connection with Customer's use of the System, the Services, the Program or processing of Checks hereunder, including, without limitation, (i) the negligence or willful misconduct (whether by act or omission) of Customer, its customers, or any third Person on behalf of Customer, (ii) any modifications or changes to the Software made by Customer or any third Person within the control or on behalf of Customer, or (iii) the failure by Customer to comply with applicable state and federal laws, rules and regulations; (g) any act or omission of Bank that is in accordance with this Agreement or instructions from Customer; (h) actions by any Customer representative that harms any System or any transaction in respect of any Service, such as the introduction of a virus, malware, spybot, etc., that delay, alter, intercept or corrupt the transmission of an Electronic Item to Bank; (i) any claim by any recipient of a Substitute Check corresponding to a Check processed by Customer hereunder, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (j) the debiting or crediting of any Payment Order or Entry in accordance with the terms of the Customer's instructions.

18. **Information Sharing; Transactions with Customer Affiliates.**

18.1 Bank and Affiliates of Bank. Customer agrees that Bank may share information with affiliates about Accounts or Services for regulatory compliance, credit decision-making, marketing products, services, administrative and other banking purposes.

18.2 Affiliates of Customer. In the event Customer requests Bank to provide the Services to a parent, subsidiary, or affiliate of Customer, or to other commonly owned entities, Customer agrees it will be jointly and severally liable for such entity's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by the Services or requested by Customer or any such parent, subsidiary, affiliate, or commonly owned entity, and all other aspects of the performance related thereto by Bank or Customer, have been duly authorized by all necessary parties, including, but not limited to, the holder of each Account, and that Customer has obtained and will maintain in its regular business records and make available to Bank upon reasonable demand, for a period of ten years after termination of the Services, adequate documentary evidence of such authorization from the holder of each Account, executed by the individual or individuals duly authorized in accordance with the Account Agreement, and further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw, or board resolution of Customer or any such parent, subsidiary, affiliate, or commonly owned entity, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained in this

Agreement will be continuing and will be deemed to be repeated upon Bank's performing each transfer and commingling of funds authorized hereunder.

19. **Restrictions on Use.** Customer represents, warrants, and covenants that it will not use or attempt to use the System or the Services to: (a) engage in any illegal, fraudulent, unauthorized or improper manner, purpose, or activity or to violate any applicable law, (b) breach any contract or agreement by which Customer is bound, (c) engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (d) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that are impermissible or prohibited under the terms of this Agreement, the NACHA Rules, or applicable Laws; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement, the NACHA Rules, or applicable Laws. Customer further agrees not to attempt to: (i) access any software or services for which Customer's use has not been authorized; (ii) use or attempt to use a third Person's account; (iii) interfere in any manner with the provision of the Systems or the Services, the security of the Systems, or other customers of Bank; or (iv) otherwise abuse the Systems or the Services.

20. **Relationship of Parties.** Customer and Bank acknowledge and agree that the relationship of Bank and Customer is, and will remain at all times, that of an independent contractor and that this Agreement shall in no way be construed as establishing or creating a general agency, joint venture, partnership, employment relationship, or any other form of association, for tax purposes or otherwise.

21. **Termination.**

21.1 **Termination.** Bank and Customer acknowledge and agree that Bank may terminate or limit Customer's access to Systems, Accounts, or terminate one or more of Services or this Agreement: (a) without prior notice, if Customer has an insufficient Available Balance in any one of the Accounts (the Services may be reinstated, in Bank's sole discretion, once a sufficient Available Balance is established to cover any fees, pending transfers, and debits); (b) upon prior notice in the event Customer breaches this Agreement; (c) upon three (3) Business Days' prior notice, if Customer fails to contact Bank to designate a new Account for fees and charges after the current Account has been closed; (d) without prior notice, if Customer (i) has not made or a Bill Payment in the past six (6) months (solely in respect of the Business Bill Payment Service); (ii) has not initiated a Wire Transfer in the past three (3) months (solely in respect of the Wire Transfer Service); (iii) has not initiated an ACH Fund Transfers, ACH File Transfers or Federal/State Tax Payments in the past three (3) months (solely in respect of the ACH Origination Service); (iv) has not performed a remote deposit in the past six (6) months (solely in respect of the Remote Deposit Capture); (v) has not entered issue items and/or performed decisions on exception items in the past six (6) months (Positive Pay Service); or (vi) has not used Mobile Services in the past six (6) months (solely in respect of the Business Mobile Banking); (e) immediately upon written notice, if Bank is prohibited from providing the Services hereunder or engaging in this Agreement due to any applicable law, rule, regulation or any regulatory authority; (f) for any other reason or no reason, as determined in Bank's sole discretion; (g) without cause upon prior notice; or (h) as otherwise set forth herein.

21.2 **Termination by Customer.** Customer may terminate this Agreement or any of the Services at any time by providing Bank with written notice or in person (provided Customer receives Bank's written acknowledgment of the same). If Customer terminates this Agreement or any of the Services hereunder, such termination will not be effective until three (3) Business Days after it is actually received by Bank (the "**Termination Effective Date**"). If Customer terminates the entire Agreement, Customer's access to the Systems (and the access of any Authorized Representative) will be suspended within three (3) Business Days after the Termination Effective Date. Any termination shall not affect obligations of Customer arising prior to the

Termination Effective Date, including, without limitation, the obligation to (a) pay any Service Fees or any other amounts incurred prior to the Termination Effective Date, or (b) process any Checks or Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the Termination Effective Date. Bank shall have no obligation, however, to honor such transfers or payments after the Termination Effective Date in the event that the Systems cannot by design process the transfers or payments after termination, or if Bank cannot confirm their validity. In addition, Bank shall not be liable for payments, transfers, or other transactions not cancelled, or the continued performance of Bank with respect to any payments, transfers, or other transactions initiated on or prior to the Termination Effective Date (including, but not limited to payments, transfers, or transactions made, due to the lack of proper notification by Customer of the termination of this Agreement or any of the Services for any reason). In addition, Customer shall keep its Account at Bank open until the later of (i) sixty (60) days after the Termination Effective Date, or (ii) final payment with respect to all processing fees, and Customer shall keep a sufficient Available Balance in the Account during this period to cover any remaining outstanding Checks. If any such outstanding Checks or returned items exceed the available funds in the Account, Customer shall pay such excess to Bank upon demand. For the Remote Deposit Capture Service only, Customer also shall continue to retain Checks and forward Checks to Bank as provided in Schedule B to this Exhibit of the Remote Deposit Capture Exhibit, as applicable. All sums or fees Customer owes to Bank for any Services will be due and payable in full immediately upon the termination of the Services.

21.3 **Termination of Licenses; Software.** Upon termination of any or all of the Services under this Agreement, all Software licenses, if any, granted by Bank to Customer with respect to those terminated Services will automatically terminate. Customer shall immediately, but in no event later than thirty (30) days after the Termination Effective Date, return or destroy all copies of such Software and Documentation in its possession or under its control, and shall, upon request, certify in writing that it has returned or destroyed all such copies.

22. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of New Jersey without regard to conflicts of laws principles that would require application of any other law. Bank and Customer irrevocably agree that any legal action relating to this Agreement and any Service Exhibits, including any modifications thereto may only be brought and maintained in the State of New Jersey in a county where Bank maintains branches or offices. Notwithstanding the foregoing, Bank shall be entitled to seek temporary and preliminary injunctive relief in any court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, in connection with any breach of this Agreement.

23. **JURY TRIAL WAIVER.** EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT FOR THE UNDERTAKINGS DESCRIBED HEREIN.

24. **Attorney's Fees.** In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided in this Agreement or by applicable law, the prevailing party will be entitled to recover all costs and expenses incurred by the prevailing party in defending itself or in enforcing its rights, including, but not limited to, court costs, fees of consultants, and reasonable attorneys' fees. The prevailing party shall be the party that most nearly obtains the relief sought.

25. **Communications between Bank and Customer.** Unless this Agreement provides otherwise, Customer can communicate with Bank in any one of the following ways:

- (a) E-mail - at eBanking@lakelandbank.com
- (b) Telephone - at 866-224-1379

- (c) In Person - at any one of our branch locations

Except as set forth in Section 26 below or as otherwise expressly set forth herein, the above methods of communication shall not constitute notice hereunder. Customer shall not send any non-public information through E-mail.

26. **Notices.** Except as otherwise expressly provided herein, all notices permitted or required under this Agreement will be in writing and will be deemed given upon actual delivery. Except as expressly set forth herein, any notice shall be delivered personally or sent by prepaid certified or registered mail, with return receipt requested or nationally recognized overnight courier providing proof of delivery, addressed to the parties as follows:

If to Bank:

Lakeland Bank eBanking Department
250 Oak Ridge Road, Oak Ridge New Jersey, 07438

If to Customer:

- (a) At the address indicated on the DOS Form, or
- (b) Another address provided by notice delivered or sent to the Bank address above.

27. **Amendment.** By using, or authorizing others to use, any Treasury Management Service subject to these Terms and Conditions (which include the Service Exhibits), Customer accepts and agrees to be bound by this Agreement. Bank in its sole discretion may change these Terms and Conditions from time to time with or without prior notice. Bank reserves the right to notify Customer of any such change by posting the updated version of these Terms and Conditions to our website, electronically, by mailing or by any other means permitted by law. The current version of these Terms and Conditions will always be posted to our website, and an updated version of these Terms and Conditions will only take effect after it is posted to our website. Customer agrees that it is their obligation to periodically check for updates prior to using any Service. Customer's use of any Service following the notice and effective date of any change shall constitute Customer's full acceptance of and agreement to the change.

28. **Consent to Electronic Delivery of Notices.** By enrolling in the Services, Customer agrees that any notice or other type of communication provided to Customer pursuant to the terms of this Agreement, and any future disclosures required by law may be made electronically by posting the notice on the Systems, the Website, online message, or by e-mail. Customer agrees to notify us immediately of any change in Customer Contact Email address.

29. **Security Interest.** Customer grants Bank a security interest in the Account(s), including any present and future principal and interest, as collateral security for the performance of Customer hereunder.

30. **Survival.** The termination of any Service or this Agreement will not affect Customer's or Bank's rights or obligations that arise prior to termination, including Customer's payment obligations for any Service. All provisions of this Agreement that may contemplate performance or observance after termination of a Service or this Agreement, and all provisions relating to proprietary rights, loss recovery efforts, limitation of liability and indemnification, shall survive the termination of any Service or this Agreement.

31. **Miscellaneous Provisions.**

31.1 Headings. The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

31.2 Severability. Should any provision of this Agreement or any Service Exhibits attached hereto, including any Additional Documents, contravene or conflict with any applicable law or regulation, guideline, or rule of any regulatory agency with authority or jurisdiction over Bank, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision will be void. This Agreement will be deemed amended to the extent necessary to comply with such requirement and all other provisions of this Agreement will remain in full force and effect. Bank will not incur any liability to Customer as a result of such violation or amendment.

31.3 Waiver. Bank may waive enforcement of any term, condition, provision or obligation of Customer of under this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction and shall not bind Bank to waive the same term, condition, provision or obligation again, nor will any other provision, condition, term, or obligation hereof be affected by such a waiver. Notwithstanding the foregoing, any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

31.4 Binding Effect; Third Person Beneficiaries. This Agreement will be binding upon and inure to the benefit of Bank and Customer and their respective legal representatives, successors, and permitted assigns. This Agreement is not for the benefit of any other Person, except Bank's licensors, and no other Person will have any right against Bank or Customer hereunder. Customer and Bank acknowledge and agree that any party that licenses the Software to Bank, directly or indirectly through one or more sublicenses, is a third Person beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

31.5 Entire Agreement. This Agreement and other terms incorporated herein by reference constitutes the complete and exclusive agreement between the Parties concerning the subject matter hereof and supersede any prior agreement(s) between the Parties with respect to such subject matter. Neither party is relying on any statement or representation not contained in this Agreement or the applicable Service Exhibits in entering into this Agreement. 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 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, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement, a Services Exhibit, or the security procedures or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

31.6 Transfers and Assignments. Customer shall not transfer or assign its rights or delegate its duties under this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed. Bank may assign this Agreement to an affiliate, subsidiary or its successors without Customer's prior consent. Any attempted assignment or delegation without the required consent will be void. Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

31.7 Electronic Media and Records Ownership. All electronic media (e.g. disks and CD-ROMs), data storage media, Entries, security procedures, data, information and related records used by Bank for transactions contemplated by any Service shall be and remain Bank's property. Except to the extent that Bank is required by

law to make information available to Customer, Bank may, in its sole discretion, determine whether to make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer will be paid by Customer. Absent manifest error, the records of Bank will be conclusive evidence with respect to the matters governed by this Agreement.

31.8 Recording and use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with the Services and this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank will not be obligated to make such recordings.

31.9 Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and will be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party.

31.10 Ownership of Website; Privacy Statement. The content, information and offers on the Website are copyrighted by Bank or a vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. Customer agrees 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 Website, except as provided in this Agreement, without Bank's express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated. Consumer visitors and customers using this Website may be subject to both the Online Privacy Statement, which pertains to information that is collected when such users visit or transact business on the Website, and Bank's Privacy Notice, which explains Bank's policy regarding consumer information applicable to Bank's products and services in general. Please refer to the Website for the Online Privacy Statement and Privacy Notice.

32. **Definitions**. The following definitions apply to capitalized terms not otherwise defined in this Agreement:

"Account(s)" means Customer's deposit accounts at Bank enrolled in the Systems.

"Account Agreement" means with respect to any Account Bank's standard deposit agreements and disclosures governing the Account, as they may be amended from time to time.

"ACH" means Automated Clearing House, a secure electronic network for transferring funds between financial institutions.

"Administrative Return Rate" has the meaning provided in the NACHA Rules.

"Authorized Equipment" means equipment that has been approved by Bank for use with the Software, including the scanner device.

"Available Balance" means the positive, unrestricted balances in Customer's Account(s) which are available for withdraw by Customer pursuant to Bank's policies, which are then in effect and, if applicable, the provisions and requirements of Regulation CC and the Federal Expedited Funds Availability Act in effect from time to time.

"Bank Secrecy Act" means the Bank Secrecy Act of 1970, as amended (e.g., 31 U.S.C. §§ 5311-5330).

"Bill Payments" means bill payments provided through the Systems.

“Beneficiary” has the meaning given to it under § 4A-103 of the Uniform Commercial Code.

“Business Day” means Monday through Friday, excluding federal holidays.

“Check” means a draft bearing the signature of the account holder that is payable on demand, drawn on or payable for or at an office of a United States Financial Institution, whether negotiable or not, and payable and endorsed to Customer, and includes Original Checks or Substitute Checks. The term does not include non-cash items or items payable in a medium other than United States Currency.

“Check Image” means a digitized image of check, an Image Exchange Item, or any other electronic version of a Check approved by Bank for processing through the applicable service.

“Company ID” means a string of characters that identifies Customer as a specific business customer of Bank and which, in conjunction with a User ID, password, passphrase or other mechanism, authenticates Customer to the Systems. **“Documentation”** means any and all user guides, instructions and other documentation provided to, or used by, Customer in connection with the Services.

“EFTA” means the Electronic Funds Transfer Act, as amended, 15 U.S.C. §§1693 et seq.

“Electronic Item” means a digitized image of a Check, and Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the ACH system) approved by Bank for processing through the Program.

“Entry” or **“Entries”** have the meaning provided in the NACHA Rules and will also mean the data received from Customer hereunder from which Bank prepares Entries.

“eStatement(s)” means the regular periodic Account statements to be distributed to Customer by Bank via the System.

“eStatement Service(s)” means the delivery and acceptance of eStatements through the System, including both the e-mail notification and the distribution of eStatements.

“Image Exchange Item” means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

“Intellectual Property” means any and all rights in any and all know-how, discoveries, inventions, whether patentable or unpatentable, and all patents, and patent applications (including continuations, continuations-in-part, divisions, patents of addition, reissues, renewals and extensions), designs, utility models, copyrights, works of authorship, trade secrets and mask work rights embodied in particular technology.

“MICR” means magnetic ink character recognition formatting.

“Mobile System” means Bank’s mobile eTreasury banking system.

“NACHA” means the National Automated Clearing House Association.

“NACHA Rules” means NACHA’s Operating Rules and Operating Guidelines.

“Noncash Item” means an item that would otherwise be a Check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

“Online System” means Bank’s online eTreasury banking system(s).

“Original Check” means the first paper Check issued with respect to a particular transaction.

“Payment Order” has the meaning given to it under § 4A-103 of the Uniform

Commercial Code.

“Payor Financial Institution” means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

“Person” means an individual or an organized entity such as a corporation, limited liability company, partnership, limited partnership, trust, joint venture and association.

“Program” means collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the Software and the Services.

“RDFI” means a receiving depository financial institution.

“Receiver” has the meaning provided in the NACHA Rules.

“Regulation CC” means 12 C.F.R., Part 229, as it may be amended by the Federal Reserve from time to time.

“Regulation E” means 12.C.F.R., Part 1005, as it may be amended by the Consumer Financial Protection Bureau from time to time.

“Remotely Created Checks” means checks whereby the drawer granted the payee authorization to produce a remotely created check drawn on the drawer’s deposit account.

“Return Rate” has the meaning provided in the NACHA Rules.

“Software” means 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, together with any and all documentation, user guides and instructions pertaining thereto.

“Substitute Check” means a paper reproduction of a Check that satisfies the requirements and definition of “substitute check” set forth in Regulation CC, including (a) it accurately represents all of the information on the front and back of the original check as of the time it was truncated (including payment, identification, and endorsement information); (2) it bears the legend: “This is a legal copy of your check. You can use it the same way you would use the original check;” and (3) a bank has made the Check 21 Act warranties with respect to the substitute check.

“System(s)” means Bank’s method of providing on-line access to eTreasury banking services through its Online System and Mobile System.

“Unauthorized Entry Return Rate” has the meaning provided in the NACHA Rules.

“United States Financial Institution” means: (i) any Person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Homeland Bank; and (iv) to the extent it acts as a payor, the United States Treasury, the United States Postal Service or a State or local government.

“User ID” means a unique user identification provided to eTreasury banking user(s) to enable such Person(s) to access and use the Systems.

“Website” means www.lakelandbank.com.

“Wire Transfer” means a payment in immediately available funds by wire transfer in lawful money of the United States of America to such account or accounts as shall have been designated by notice to the paying party.

EXHIBIT A

eTREASURY BANKING

This eTreasury Banking Exhibit (this “**Exhibit**”) to the Terms and Conditions contains provisions governing Customer’s electronic access to and us of the Services and Accounts at Bank through the online eTreasury banking system (the “**Online System**”) or eTreasury mobile banking system (the “**Mobile System**,” together with the Online System, the “**System**” or “**Systems**”). eTreasury Banking includes the eTreasury Commercial and eTreasury Business platforms. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms and Conditions. If you have selected the services described in this Exhibit please read the entire Agreement as it contains provisions that apply to you and the Services.

1. **Access.** To use the Systems, Customer must have at least one Account at Bank. In addition, you must have a computer with a supported operating system and browser for the Online System or supported mobile device for the Mobile System, access to the internet, and a valid e-mail address. Once we have received Customer’s duly executed DOS Form and Master Authorization and Agreement, and we have verified Customer’s Account information, we will send you confirmation of our acceptance of Customer’s enrollment, along with your assigned Customer ID, User ID, and temporary password. The level of access you will have to the Services and Account(s) is determined by Customer’s designated Authorized Representative.

User IDs, along with System profiles, are registered to individual users and are not meant to be shared. You are responsible for all transactions performed or approved under your validated User ID. You agree that we are authorized to act on instructions received under your validated User ID and all transactions or approvals performed under your validated User ID (including those transactions or approvals you did not intend or want performed or fraudulent transactions) shall be deemed authorized transactions, whether performed through the Online System or Mobile System. We undertake no obligation to monitor transactions through the Systems to determine that they are made by you.

2. **Accounts.** The Systems can be used to access only Accounts that Customer has designated on the DOS Form. You can add or delete Accounts by completing a new DOS Form. Bank has the right to restrict and/or remove access to any Account through the Systems if, in Bank’s sole discretion, ownership of that Account cannot be established to Bank’s satisfaction, the Account is determined by Bank (in its sole discretion) not to be controlled by Customer, its subsidiaries, or duly authorized individuals, the Account has been closed or involved in fraudulent or suspected fraudulent activity, the Account has been used for personal, family or household purposes for any other reason, or no reason. Bank is under no obligation to provide Customer or you with an explanation in the event Bank restricts and/or removes access to any Account through the Systems.
3. **System Services.** Users authorized by Customer may use the Systems to check Customer’s Account balance, view Account transactions, transfer funds between Accounts, view Check, deposit slip and deposited item images, make loan payments and request advances, make stop payment requests (subject to the restrictions noted below), change your e-mail address, change your password and other security information, set-up automated electronic notifications, download Account statements or eStatements (if available), perform administrative functions (such as setting up and maintaining users and users’ Account and the Services permissions) (if available), and perform other Services that may be available through the Systems from time to time. Some of these Services may not be available to Customer.
4. **Posting of Transfers (Excluding ACH and Wire Transfers).** Transfers initiated through the Systems before

Cut-Off time set forth on Schedule A to this Exhibit on a Business Day are generally posted to the Account the same day. Transfers completed after the Cut-Off time on a Business Day, or on Saturday, Sunday or Bank holiday, will be posted on the next Business Day. You agree to communicate with any other Persons with authorized access to the Accounts concerning any transfers, payments, debits or advances from the Accounts in order to avoid overdrafts or exceed available credit limits. Please see Section 8 below for information specific to posting of Wire Transfers. For ACH Transfers, please refer to the ACH Origination Exhibit.

5. **Funds Availability.** All deposits to Accounts are subject to Bank's Funds Availability Policy, which can be found in your Account Agreement.
6. **Online System Stop Payments.** Stopping the payment of a Check is different from the cancellation of a Bill Payment:
 - a. Bill Payment Stop Payments. In order to initiate a stop payment request on a Bill Payment, please contact our bill payment support at 855-727-2974. If, however, the Bill Payment has been remitted as a "laser draft payment" (a payment drawn on the Account), please refer to the subsection (b) below.
 - b. Account (Non-Bill Payment) and Laser Draft Payment (Bill Pay) Stop Payments. You may initiate stop payment requests via the Online System only for paper Checks written on or electronic (ACH) items not yet presented against the Accounts. To be effective, you must precisely identify, in the stop payment order, the Account from which the check or item is drawn, the name of the payee, the check number (if applicable), the amount, and the date of the check/item. You will incur stop payment charges as disclosed in the Business Fee Schedule. You understand that there may be claims or demands made against Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend Bank and to reimburse Bank for any such claims or demands, and for reasonable costs, expenses or attorneys' fees that Bank may incur in defending itself against any such claims or demands. You understand that Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.
7. **Wire Transfers.** Wire Transfer requests placed via Online System shall be subject to the following additional terms and conditions:

A hold will be placed on the Account from which the Wire Transfer is to be made for the amount of the requested Wire Transfer on the date the request is processed by Bank. To be processed the same day Wire Transfer instructions must be sent to and received by Bank on a Business Day before the Wire Transfer Cut-Off Times set forth on Schedule A to this Exhibit. Wire Transfer instructions received by Bank after Wire Transfer Cut-Off Times on a Business Day, or on Saturday, Sunday or Bank holiday, will not be processed until the following Business Day. Wire Transfer instructions for transfers totaling or exceeding \$25 million must be received by Bank before the applicable Wire Transfer Cut-Off Time on a Business Day to be processed on the same day. Wire Transfer instructions for transfers exceeding \$25 million received by Bank after the applicable Wire Transfer Cut-Off Time on a Business Day must be arranged before the applicable Wire Transfer Cut-Off Time by contacting Bank as set forth in Section 25, *Communications between Bank and Customer*, of the Terms and Conditions or it may not be processed until the following Business Day. You acknowledge and agree that the limit stated above is subject to individual Account limits and availability. The time and limits referenced above are determined and set by Bank and may be revised

from time to time.

Wire Transfer instructions must be complete and must include all information required by Bank, as determined by Bank from time to time, including, but not limited to, complete name and address information for the recipient, beneficiary financial institutions, and receiving financial institutions, as well as international correspondent banks (if applicable).

Upon receipt of Wire Transfer instructions requested via Online System, Bank shall be authorized to transfer funds by wire, telex, book entry, or other means from Account of your designation in such instructions, whether now or hereafter maintained with Bank, to any account designated by you in such instructions. Bank is also hereby authorized to act upon such other directions and instructions ("**Subsequent Instructions**") relating to Wire Transfer instructions previously placed through System, including the cancelation or revocation or such prior instructions. Any Subsequent Instructions must be in writing (or, if given by telephone, must be confirmed in writing) by a natural person authorized to initiate Wire Transfers under this Agreement or authorized to withdraw funds by means other than System from the Account from which the Wire Transfer is to be made. Customer will indemnify and hold Bank harmless from and against any and all claims, demands, losses, liabilities or expenses, including attorneys' fees (whether or not such attorneys are employed by Bank or any other Customer) incurred by Bank in acting or attempting to act pursuant to any such Subsequent Instructions. Any such Subsequent Instructions must be timely given and Bank makes no representation or warranty as to its ability to revoke or cancel a Wire Transfer once made. In the event Bank receives proper instructions to revoke or cancel a Wire Transfer already made, Bank may, but shall not be obligated to, attempt to recover the funds from the transferee using whatever steps it deems reasonable to accomplish the same, and you will indemnify Bank against any and all claims, demands, losses, liabilities or expenses, including attorneys' fees (whether or not such attorneys are employed by Bank or any other Customer) which Bank may incur in attempting to effect such recovery of funds.

You will promptly examine all periodic statements for any Account that is the subject of a Wire Transfer instruction. You will immediately notify Bank of any discrepancy or error therein.

You agree that Bank shall not be liable for any error or delay on the part of any agent used by Bank in the execution of any Wire Transfer or related act. Further, Bank shall not be liable for any error or delay in a Wire Transfer or related act due to any cause other than Bank's own gross negligence. You agree that all damages and other compensation due as a result of Bank's gross negligence in promptly and accurately effecting a request for a Wire Transfer or related act shall be limited to an amount equal to interest on the funds at the federal funds rate paid by Bank at the close of business of each day the error or delay remains uncorrected; provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds for a transferee who has no claim to them, Bank shall be liable for your actual loss, not to exceed the amount of funds which Bank is unable to recover.

Following the receipt of an instruction for a Wire Transfer, Bank reserves the right to verify or authenticate any request for a Wire Transfer or other related act by subsequent telephone calls to one or more of your officers or natural persons designated by you, or by any other means which Bank may deem appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. Bank shall not be liable for its refusal to honor any instruction for a Wire Transfer if Bank in good faith is unable to verify or authenticate such instruction to Bank's satisfaction or Bank believes in good faith that such instruction violates a federal, state or local law, regulation or court instruction. Bank shall be under no obligation to make any Wire Transfer unless Customer has an Account with Bank with an Available Balance sufficient to cover such Wire Transfer.

Bank shall have no obligation with respect to any instruction for a Wire Transfer until accepted by Bank. Bank reserves the right to reject any Wire Transfer instruction as Bank shall reasonably determine in its sole discretion. In the event that Bank rejects any such Wire Transfer instruction, Bank may notify you of any such action by any means reasonable under the circumstance, which need not be in writing. Bank may cancel a wire transfer request if it determines that the recipient(s) are blocked by OFAC or other restrictions.

8. **Wire Drawdown Request.** If you have authorized a Third-Party to submit wire requests to Bank on your behalf (“Wire Drawdown Request”), we will honor the Wire Drawdown Request until you notify us to discontinue. You will provide us with a copy of any form you execute to authorize a wire drawdown request. Upon receipt of a Wire Drawdown Request in the form of a Fedwire 1031 drawdown instruction, we will debit the account designated in the Wire Drawdown Request in the amount of the request and remit the funds to the requesting bank via a Fedwire 1032. Each Wire Drawdown Request received prior to 5:00PM ET will be processed on the Business Day received. If the Wire Drawdown Request is received after 5:00 PM ET, we may process the request the following Business Day.

We will not honor a Wire Drawdown Request if (a) the amount of the Wire Drawdown Request exceeds the available funds in the account designated in the request; (b) we have reason to doubt that you have authorized the Wire Drawdown Request; (c) the Wire Drawdown Request involves funds subject to a hold, dispute or legal process preventing their withdrawal; or (d) we determine in our discretion that the Wire Drawdown Request violates any law or regulation. We will notify the requesting bank via Fedwire 1033 if we reject a Wire Drawdown Request.

You agree to pay any fees specified in the Business Fee Schedule for any Wire Drawdown Request we receive for an account you own.

9. **eAlerts.** You may elect to receive electronic alerts (“eAlerts”) through e-mail or online message regarding the Account. We will send eAlerts based upon the instructions you provide to us. It is your responsibility to correctly enter and keep current your e-mail address on your eTreasury banking profile. Customer hereby specifically agrees that users authorized by Customer to utilize the Services on behalf of Customer may receive Account information through email or online message to any computer or device selected by the user. Bank has no responsibility to ensure that device selected by the user to access the email or online message is secure. You agree that we may send these eAlerts in an unencrypted format, which may include Customer name, Account number (with a portion masked), financial information and other sensitive information. Customer consents to delivery of eAlerts by the method selected by the user, and sharing of information with anyone who may have access to your e-mail system, computer or other device.

eAlerts are not designed to replace any other notices we send to Customer regarding the Account. Customer agrees to continue to review all correspondence from us regarding the Accounts and Services with us. If we do not send or you do not otherwise receive an eAlert we send, or such is delayed or misdirected for any reason, it does not affect Customer’s liability, rights or responsibilities with respect to the Accounts and the Services, and Customer agrees that we will not be liable for our failure to send eAlerts as described herein.

10. **Business Mobile Banking.** Access to the Accounts may be permitted through the Mobile System via a downloadable app. A user’s Account and the Services permissions through Business Mobile Banking are controlled by Customer’s Authorized Representative(s) and are identical to the user’s Account and the Services permissions.

- a. Services. You may obtain general information about the Accounts, including current balances, transactions and check images through the Mobile System. Note that transaction history is limited and may not include historical transaction information. You may transfer funds between eligible Accounts and approve transactions that require authorization using the Mobile System. You may also set alert messages (for certain circumstances) to be received through your mobile device as “push” notifications and you may deposit eligible items by capturing and transmitting an image of the item using the camera on your mobile device (see subsection (c), Mobile Deposit below). As with eAlerts through the Online System, Customer hereby specifically agrees that users authorized by Customer to utilize the Services on behalf of Customer may receive Account information through “push” notifications on a mobile device selected by the user. Bank has no responsibility to ensure that mobile device selected by the user to access the Services is secure.
- b. General Disclaimer. Not all of the Services are available on all mobile devices or with all operating systems. Availability depends on the mobile device’s operating system and capabilities (such as a notification system or a built-in camera). The Mobile System may not be available from time to time for any reason outside of the reasonable control of Bank. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the internet infrastructure or your or our ability or inability to connect to the internet.

Your mobile device must be eligible to support the Services through the Mobile System. A list of supported mobile devices (amended from time to time) is available on our Website. You must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by Bank from time to time, for the proper delivery of the Services through the Mobile System and that fulfills your obligation to obtain and maintain secure access to the internet. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties incurred in connection with your use of the Mobile System. You are required to keep up-to-date with your mobile device’s security patches and operating system upgrades. Mobile devices should be password protected, and you should maintain physical control of your mobile device.

- c. Mobile Deposit. You may use the Mobile Deposit service (“**Mobile Deposit**”) to deposit eligible items into the Accounts by capturing and transmitting an image (“**Image**”) of the item (“**Item**”) using your mobile device. You may use only the mobile device(s) registered to the Account, and authorized by us, to capture and transmit the Image. We may reject any Image or Item for any reason, without notice to you.
 - 1) **Processing**. You will not use Mobile Deposit to transmit or deposit any Item: (a) payable to any Person other than the owner(s) of the Account; (b) drawn on your own Accounts at Bank; (c) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (d) that is a substitute check or image replacement document; (e) that is not payable in U.S. dollars; (f) that is drawn on a Bank located outside of the United States; (g) that is created by you purportedly on behalf of the maker, such as a remotely created check; (h) that exceeds the limits established by Bank for Mobile Deposit, or (i) that has already been successfully processed and negotiated.
 - 2) **Image Quality**. If an Image that you transmit to us does not meet the definition of an Item, is not recognizable as an Item, or is not of sufficient quality to satisfy Bank’s requirements at any given

time, we may reject the Image without prior notice to you. Each Image transmitted to Bank must include the front and back of the Item, must be clearly readable, and must include, at a minimum, the following information: date, check number, payee name, amount (in numerals and written statement), drawer signature, routing number, account number, and any endorsements or other information written on the Item.

- 3) **Authorization.** By transmitting the Image to Bank, you authorize us to process the Item in accordance with the instructions as stated thereon. Transmissions sent by you are not considered received by Bank until we accept the Item for deposit into the Account. Transmission of an Item does not: (a) guarantee that the transmission of the Item was error-free or complete; (b) guarantee that the Item has been accepted for deposit or (c) indicate that the funds are available for the withdrawal from the Account. Bank reserves the right to reject and refuse to process any Item, for any reason and without prior notice to you, and to terminate your access to the Mobile Service if, in Bank's sole and absolute discretion, your presentment of duplicate items for deposit is deemed excessive, fraudulent, or otherwise a nuisance.
- 4) **Limits.** From time to time, we may establish limits on the dollar amount and/or number of Items that may be processed using Mobile Deposit. Limits will be disseminated by Bank in a reasonable manner. We may reject any Item that exceeds these limits.
- 5) **Returned Items.** You are solely responsible for any Item that is returned or rejected. Any provisional credit granted to you by Bank for an Item will be reversed and charged back to the Account if the Item is returned or rejected. You acknowledge and agree that any Item that is reversed or charged back to the Account may cause an overdraft in the Account, if you have already drawn against the funds, and may result in fees assessed to the Account in accordance with Bank's Business Fee Schedule then in effect. You are solely responsible for any overdraft fees assessed to the Account as a result of any Item that is returned or rejected.
- 6) **Record of Transmissions; Cooperation with Lakeland Bank.** You agree to retain in your records, from the date of transmission, the original Item for forty-five (45) days ("**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized Persons shall have access to original Items, (b) the information contained on such Items shall not be disclosed, (c) such Items will not be duplicated or scanned more than one time, and (d) such Items will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (but in all events within five (5) Business Days) provide the original Item to Bank upon request. The risk of loss due to the unavailability of the original or copy of an Item for any reason, during the Retention Period, shall be exclusively borne by Customer. For security reasons, original Items must be destroyed at the expiration of the Retention Period. Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original Items you transmitted using commercially reasonable methods of destruction. You and Customer are obligated to ensure that the original Items are not accessed by unauthorized Persons during the storage, destruction and disposal process. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
- 7) **Restrictive Endorsement.** You agree to include with your signature on each check submitted for Mobile Check Service "For Mobile Deposit Only" or such other restrictive indorsement as we may instruct.

- d. Lost or Stolen Mobile Devices. In the event your enrolled mobile or cellular device is lost or stolen, you agree to immediately, but no later than 24 hours after discovery of the loss or theft, (a) notify Bank and (b) make the appropriate changes to disable the use of such devices with the Mobile Service. Customer understands that there are risks associated with using a mobile device, the Mobile Service, and that in the event of theft or loss, confidential information relating to the Account or your login credentials could be compromised. Customer agrees that Bank, its affiliates and service providers, are not liable to any Person for any losses incurred as a result of the theft or loss of your mobile device, whether or not you notify Bank of the theft or loss.

11. **Periodic Statements**. Customer will not receive a separate System statement. Transfers to and from the Accounts using the Systems will appear on the respective periodic statements for the Accounts.

12. **Additional Terms and Conditions – eStatement Services**. If Customer elects the eStatement Service on the DOS Form, you may receive electronic versions of the Account statements and Account notices. You understand that an e-mail notice is provided as a convenience to you but is not required to access the Online System. You agree that failure to receive, open or read an e-mail notice does not alter or cancel your responsibilities under this Agreement. You understand that you are responsible for viewing your eStatements and you will not receive paper Account statements and you may or may not receive paper Account notices. The Accounts that will receive eStatements are defined by you and can be changed by contacting us as indicated in Section 25, *Communications between Bank and Customer*, of the Terms and Conditions. Not all Accounts you have with Bank may be eligible for the eStatement Service. Bank reserves the right to define which Accounts are eligible for the Service.

E-mail notifications will be sent to the e-mail address provided by you. The notification will inform you that your eStatement(s) are available for viewing online. In order to view your eStatement, you must log in to the Online System. Your eStatement(s) will be available through the Online System for eighteen (18) months. You are responsible for printing or downloading copies of your eStatements for your permanent records. If you require a copy of your eStatement(s) after the above terms have expired, you must contact us as indicated in Section 25, *Communications between Bank and Customer*, of the Terms and Conditions. Applicable statement production/replacement fees will apply and may be changed. Please refer to Bank's Business Fee Schedule for applicable charges. You may terminate the eStatement Service with respect to any Account at any time by contacting us as indicated in Section 25, *Communications between Bank and Customer*, of the Terms and Conditions. Termination of the eStatement Service will result in Bank resuming mailing of your paper Account statements and paper Account notices.

13. **Limitation on Our Liability for Failure to Make a Transfer**. If we do not complete a transfer to or from the Account on time or in the correct amount according to our Agreement with you, our liability shall be limited to correcting the error. In no case will we be liable for incidental, consequential, or punitive damages. We will not be liable:

- a. If, through no fault of ours, there is not enough money in the Account to make a transfer.
- b. If a legal order directs us to prohibit withdrawals from the Account.
- c. If the Account is closed, or if it has been frozen (whether or not Customer or you have received notification).
- d. If the transfer would cause the Account balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- e. If Customer or you, or anyone authorized by Customer or you, commits any fraud or violates any law

or regulation, or is suspected by Bank of same (in Bank's sole discretion).

- f. If any electronic terminal, telecommunication device, or any part of Systems are not working properly, and Customer or you knew about the problem when you started the transfer.
 - g. If you have not provided us with complete and correct payment information for the Bill Payment service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a Bill Payment.
 - h. If you have not properly followed the on-screen instructions for using the Systems.
 - i. If circumstances beyond our control (such as emergency maintenance, fire, flood, inclement weather or other natural disasters, interruption in telephone or other communication circuits, or other emergency circumstances) prevent the transfer, despite reasonable precautions that we have taken.
 - j. If Bank determines, in its sole discretion, that the recipient(s) are blocked by governmental, including OFAC, or other restrictions.
14. **Customer Representations and Warranties.** With respect to any user that is an officer, employee, agent or other representative of Customer that accesses the Systems or the Accounts, Customer represents and warrants that it has provided this Exhibit and the Agreement to such Person (as the same may be amended from time to time. You also represent and warrant that (a) such Person is duly authorized by Customer to access the Account(s) and the Systems (subject to restrictions established by Customer and/or Bank); (b) such Person will follow the security procedures or measures set forth in the Agreement or require that we may require from time to time when using the Systems; (c) we are authorized to act on instructions received under such Person's validated User ID and all transactions or approvals performed under such Person's validated User ID (including those transactions or approvals you did not intend or want performed, or fraudulent transactions) shall be deemed authorized transactions; and (d) we undertake no obligation to monitor transactions through the Systems to determine that they are made by such Person.

**SCHEDULE A TO
eTREASURY BANKING EXHIBIT**

PROCESSING DEADLINES

The following sets forth the Bank's eTreasury Banking processing deadlines (Cut-Off Times):

1. **Processing Deadline for Transfers initiated through the Systems (other than ACH or Wires)**

6:00 p.m. Eastern Time on each Business Day

2. **Processing Deadline for ACH Transfers**

a. Credit Entries

5:30 p.m. Eastern Time one (1) Business Days prior to the Effective Date

b. Debit Entries

5:30 p.m. Eastern Time one (1) Business Day prior to the Effective Date

c. Same Day Entries

12:30 p.m. Eastern Time on the Effective Date

Effective Date must be a Business Day or the file will be rejected and not processed.

3. **Processing Deadline for Wire Transfers**

a. Wire Transfers up to \$25 million

5:00 p.m. Eastern Time on each Business Day

b. Wire Transfers exceeding \$25 million

4:00 p.m. Eastern Time on each Business Day

EXHIBIT B

BUSINESS ONLINE BILL PAY

This Business Online Bill Pay Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions (the “**Terms and Conditions**”) sets forth the additional terms and conditions regarding Customer’s use of the online bill payment service (the “**Bill Pay Service**”) offered by Bank through Check Free Services Corporation (“**Bank Parties**”), which enables Customer to schedule payments through the Systems for current, future, and recurring bills from your designated Account with us in accordance with this Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions. In the event the applicable DOS Form includes the Bill Payment as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “Agreement,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. **Bill Pay Service Definitions.**

- a. “**Biller**” means the Person to which you wish a bill payment to be directed or is the Person from which you receive electronic bills, as the case may be.
- b. “**Due Date**” means the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- c. “**Payment Instruction**” means the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- d. “**Payment Account**” means the Account from which bill payments will be debited.
- e. “**Billing Account**” means the Account from which all Bill Pay Service Fees will be automatically debited.
- f. “**Scheduled Payment**” means a payment that has been scheduled through the Bill Pay Service but has not begun processing.
- g. “**Scheduled Payment Date**” means the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

2. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (generally four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

3. **The Bill Pay Service Guarantee.** Notwithstanding anything to the contrary contained in the Terms and

Conditions, due to circumstances beyond the control of Bank Parties, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Bank Parties will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under Section 2 of this Exhibit.

4. **Payment Authorization and Payment Remittance.** By providing Bank Parties with names and account information of Billers to whom you wish to direct payments, you authorize Bank Parties to follow the Payment Instructions that they receive through the payment system. In order to process payments more efficiently and effectively, Bank Parties may edit or alter payment data or data formats in accordance with Biller directives.

When Bank Parties receive a Payment Instruction, you authorize Bank Parties to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize Bank Parties to credit your Payment Account for payments returned to Bank Parties by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

Bank Parties will use its reasonable efforts to make all your payments properly. However, neither Bank nor Bank Parties shall incur liability, and any Bill Pay Service Guarantee as set forth in Section 3 of this Exhibit shall be void, if Bank Parties are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of Bank Parties, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by Bank about the malfunction before you execute the transaction;
- c. You have not provided Bank Parties with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; or
- d. Circumstances beyond control of Bank Parties (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Bank Parties have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if Bank Parties cause an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, Bank Parties shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. **Payment Methods.** Bank Parties reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Bank for payment).
6. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring

payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once Bank Parties have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

7. **Stop Payment Requests.** Bank Parties' ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Bank Parties may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer service as stated in Section 13. Although Bank Parties will make every effort to accommodate your request, Bank Parties will have no liability for failing to do so. Bank Parties may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Business Fee Schedule.
8. **Prohibited Payments.** Payments to Billers outside the United States or its territories are prohibited through the Bill Pay Service.
9. **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall Bank Parties be liable for any claims or damages resulting from your scheduling of these types of payments. The provisions of Section 3 of this Exhibit as applied to any late payment related changes is void when these types of payments are scheduled and/or processed by Bank Parties. Bank Parties have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of Bank Parties.
10. **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
 - a. Information provided to the Biller - Bank Parties are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another Person's bill. Bank Parties may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bill Pay Service and/or bill information.
 - b. Activation - Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
 - c. Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by Bank Parties to be your authorization for Bank Parties to obtain bill data from the Biller on your behalf. For some Billers you will be asked to provide Bank Parties with your user name and

password for that Biller. By providing Bank Parties with such information, you authorize Bank Parties to use the information to obtain your bill data.

- d. Notification - Bank Parties will use reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, Bank Parties may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Bank Parties will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- e. Non-Delivery of electronic bill(s) - You agree to hold Bank Parties harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- f. Accuracy and dispute of electronic bill - Bank Parties are not responsible for the accuracy of your electronic bill(s). Bank Parties are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Exhibit does not alter your liability or obligations that currently exist between you and your Billers.

- 11. **Password and Security.** You are responsible for all payments you authorize using the Bill Pay Service. If you permit other Persons to use the Bill Pay Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Bill Pay Service without your consent or has transferred money without your permission, you must notify Bank at once by calling 1-866-224-1379 during customer service hours.
- 12. **Errors and Questions.** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:
 - a. Telephone - at 866-224-1379
 - b. E-mail - at eBanking@lakelandbank.com

If you think your statement is incorrect or you need more information about a Bill Pay Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- a. Tell us your name and Bill Pay Service account number;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and

- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. Bank Parties may revoke any provisional credit provided to you if we find an error did not occur.

- 13. **Bill Pay Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize Bank Parties to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.
- 14. **Failed or Returned Transactions.** In using the Bill Pay Service, you are requesting Bank Parties to make payments for you from your Payment Account. If Bank Parties are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Bill Pay Service. In each such case, you agree that:
 - a. You will reimburse Bank Parties immediately upon demand the transaction amount that has been returned to the Service;
 - b. For any amount not reimbursed to Bank Parties within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
 - c. You will reimburse Bank Parties for any fees imposed by your financial institution as a result of the return;
 - d. You will reimburse Bank Parties for any fees or costs it incurs in attempting to collect the amount of the return from you; and
 - e. Bank Parties are authorized to report the facts concerning the return to any credit reporting agency.
- 15. **Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
- 16. **Service Termination.** In the event the Bill Pay Service is terminated, any payment(s) Bank Parties have already processed before the requested cancellation date will be completed by Bank Parties. All Scheduled

Payments including recurring payments will not be processed once the Bill Pay Service is cancelled. Bank Parties may terminate or suspend the Bill Pay Service by providing prior notice to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

17. **Biller Limitation.** Bank Parties reserve the right to refuse to pay any Biller to whom you may direct a payment. Bank Parties will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
18. **Returned Payments.** In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to Bank Parties for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Bank Parties will use their best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from Bank Parties.
19. **Information Authorization.** Your enrollment in the Bill Pay Service may not be fulfilled if Bank Parties cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, Bank Parties may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Bill Pay Service, you agree that Bank Parties reserve the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that Bank Parties reserves the right to obtain financial information regarding your account from a Biller or Bank (for example, to resolve payment posting problems or for verification).

EXHIBIT C

ACH ORIGINATION

This ACH Origination Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions (the “**Terms and Conditions**”) sets forth the terms and conditions regarding Customer’s use of Bank’s Automated Clearing House services (the “**ACH Service**”), which enables Customer to initiate electronic credit and debit entries through Bank to accounts maintained at Bank and at other financial institutions by means of the Automated Clearing House Network. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions, except for those terms that are used but not defined in the Terms and Conditions, and such terms shall have the meanings ascribed to them in the NACHA Rules. In the event the applicable DOS Form includes the ACH Service as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “**Agreement**,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. **Transmittal of Entries by Customer.** Customer shall transmit all credit and debit Entries to Bank in compliance with the formatting, content and other requirements set forth in Schedule A to this Exhibit. Customer agrees that its ability to originate Entries under this Agreement is subject to exposure limits and Standard Entry Class restrictions and as set forth in Schedule A to this Exhibit. Bank reserves the right to reject any Entry that exceeds these exposure limits or violate Standard Entry Class restrictions.
2. **Security Procedures.** A Security Procedure in the form of Schedule B (the “**Security Procedure**”) has been offered to Customer by Bank with respect to the Entries transmitted by Customer to Bank, and Customer has reviewed and accepted the same as a commercially reasonable method of providing security against unauthorized payment orders. Customer and Bank shall comply with the Security Procedure. As a result of and based upon the foregoing, Customer expressly and unconditionally agrees to be bound by any payment order, whether or not authorized, issued in its name and accepted by Bank in good faith and in compliance with the Security Procedure. Customer acknowledges that the purpose of the Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error have been agreed upon between Bank and Customer.
3. **Compliance with Security Procedures.**
 - a. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer’s Entry (or request) and Customer shall, with respect to a credit Entry, be obligated to pay Bank the amount of such Entry and, with respect to a debit Entry, maintain a sufficient Available Balance in the Account to fund the reversal of such Entry, if necessary, even though the Entry (or request) was not authorized by Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedure with respect to such Entry. If signature comparison is to be used as a part of the Security Procedure, Bank shall be deemed to have complied with that part of such procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an Authorized Representative of Customer and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative.

- b. If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall pay Bank the amount of the credit Entry and shall maintain funds in Customer's Account to fund the reversal of such debit Entry, whether or not Bank complied with the Security Procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedures.

4. Processing, Transmittal and Settlement by Bank.

- a. Except as provided in Section 5, On-Ups Entries and Section 6, Rejection of Entries, Bank shall (i) process Entries received from Customer that conform to the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to ACH Operator (an entity that processes ACH transactions), and (iii) settle for such Entries as provided in the NACHA Rules.
 - b. Bank shall transmit such Entries to the ACH Operator, provided (i) such Entries are received by Bank's related cut-off time set forth on Schedule A to the eTreasury Banking Exhibit, and (ii) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Bank, in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedures provided for herein) is completed as set forth in Schedule A to this Exhibit.
 - c. If any of the requirements of clause(s) (i) or (ii) of Section 4(b) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deadline which is a Business Day. Bank shall have no liability for Customer's failure to meet requirements specified in Section 4(b) clauses (i) or (ii).
5. **On-Ups Entries.** Except as provided in Section 6, in the case of an Entry received to an account maintained with Bank (an "On-Ups Entry"), Bank shall post to the Receiver's account in the amount of such Entry on the effective Entry date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to post to the Receiver's account in the amount of such Entry no later than the next Business Day following such effective Entry date.
6. **Rejection of Entries.** Bank may reject any Entry which does not comply with the requirements of this Agreement. Bank shall notify Customer by telephone, electronic transmission (including, but not limited to, electronic mail or online message), or in writing of such rejection no later than on the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or, in the case of an On-Ups Entry, its effective Entry date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Entries rejected by Bank or the ACH Operator must be re-created by Customer.
7. **Cancellation or Amendment by Customer.** Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the Security Procedure for the cancellation or amendments of Entries, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or, in the case of an On-Ups Entry, prior to posting to a Receiver's account, but shall have no liability if such cancellation is not affected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect Customer's request for the cancellation or amendment of an Entry.
8. **Reversals of Entries.** General Procedure: Upon Customer's proper and timely request, Bank will use reasonable efforts to make a reversal of an Entry or File. To be "proper and timely," the request must (i) be received and acknowledged by Bank within sufficient time for Bank to reasonably act upon it within the five

(5) Business Days of the Effective Entry Date for the Entry or File to be reversed provided by the NACHA Rules; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) be accompanied by an ACH Adjustment Request Form and comply with all of the NACHA Rules. In addition, if Customer requests reversal of a debit Entry or debit file, Customer shall concurrently deposit into Customer's Account an amount equal to such Entry or File. 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. Under no circumstances shall Bank be liable to Customer for interest or related losses if the requested reversal of an Entry is not made. Customer shall reimburse Bank for any expenses, losses, costs, liabilities or damages Bank incurs in fulfilling or attempting to fulfill Customer's request for reversal of an Entry.

9. **Notice of Returned Entries.** Bank shall notify Customer by telephone, electronic transmission (including, but not limited to, electronic mail or online message), or in writing of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 2 of this Exhibit, 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.
10. **Notification of Change (NOC).** Bank shall provide Customer all information, as required by the NACHA Rules, with respect to each NOC Entry or corrected NOC Entry received by Bank relating to Entries transmitted by Customer. Customer shall ensure that changes requested by the NOC or corrected NOC are made as required by the NACHA Rules following Customer's receipt of the NOC information from Bank, or prior to initiating another Entry to the Receiver's account, whichever is later. If the NOC is incorrect, Customer will notify Bank and Bank will generate a refused NOC.
11. **Entries Returned as Unauthorized.** Customer shall transmit only those Entries that have been properly authorized by the Receiver in accordance with the NACHA Rules. In the event that an Entry is returned as unauthorized or authorization revoked, Customer agrees to resolve any dispute with the Receiver or other necessary parties. If requested by Customer, Bank will request and use reasonable effort to obtain from the RDFI a copy of the "Written Statement of Unauthorized Debit" and provide it when received. Customer agrees not to re-initiate any Entry returned as unauthorized or authorization revoked unless the Receiver re-authorizes the Entry. Bank shall credit the Account(s) of Customer identified on the ACH Origination Application for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of receipt by Bank.
12. **Pre-Notification.** Customer, at Customer's option, may send pre-notification that Customer intends to initiate an Entry or Entries to a particular Account within the time limits prescribed for such notice in the NACHA Rules. Such notice shall be provided to Bank in the format and on the medium provided in the NACHA Rules. If Customer receives notice that such pre-notification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries, Customer will not initiate any corresponding Entries to such Accounts until the cause for rejection has been corrected.
13. **Entries Returned as Unauthorized; Return Rates.** In the event that an Entry is returned as unauthorized or authorization revoked, Customer will contact the necessary parties and resolve any dispute. During this process, Customer may ask Bank to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will make its best effort to obtain the form and will deliver it to Customer when received. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless and until the Receiver reauthorizes the Entry or Entry stream. In the event the Unauthorized Entry Return Rate, Return Rate, or Administrative Return Rate exceeds the permissible limits based on the calculations described in the NACHA Rules, Customer will immediately take action to

bring the rate(s) below those thresholds. Customer will share any related data, records or other information requested by Bank. Customer agrees to take such steps as reasonably required by Bank to bring its Unauthorized Entry Return Rate, Return Rate, or Administrative Return Rate below the thresholds established by NACHA.

14. Payment by Customer for Entries.

- a. Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement at such time on the settlement date of such credit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the effective Entry date of such Entry as Bank, in its discretion, may determine.
- b. Customer shall promptly pay Bank the amount of each debit entry returned by an RDFI that was transmitted by Bank pursuant to this Agreement.
- c. Bank shall pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date of such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the effective Entry date of such Entry as Bank, in its discretion, may determine.
- d. Bank shall promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to this Agreement.

15. Provisional Settlement. Customer is hereby notified that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement; Customer acknowledges and agrees 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 be considered not to have paid the Receiver the amount of the electronic funds transfer. Bank's payment of any debit Entry, returned credit Entry, or credit Reversal is provisional until Bank receives final settlement for the Entry or Reversal. If final settlement is not received, Bank is entitled to a refund and may charge Customer's Account for the amount previously credited. Bank may delay the availability of any amount credited for a debit Entry or a credit Reversal if Bank believes there may be insufficient funds in Customer's Account to cover any chargeback or return of the Entry or Reversal. Bank may require a secured deposit or the personal guarantee of a principal or owner of Customer in the context of the foregoing.

16. Pre-Funding. Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of a credit Entry or file or before crediting the Receiver's account in the case of an On-Us Transfer, at any time and without prior notice. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank with respect to Customer's use of the ACH Service with Bank. When Bank requires pre-funding, Customer shall maintain sufficient collected funds in its Account(s) to settle for the Credit Entries at the time the Credit Entries are originated by Customer and sent to Bank, and Bank shall not be obligated to process Entries on an Account unless sufficient collected funds are in the Account.

17. Reserves. From time to time, Bank shall evaluate Customer's Entry activity for the purpose of establishing averages for Entry 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 use of the ACH Service. 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 Bank within five (5) Business 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 the ACH Service if Customer fails to establish the required amount of reserves following communication of the reserve requirement by Bank. Customer agrees that Bank is permitted to hold the reserve amount for a reasonable period of time following termination of the ACH Service.

18. **Periodic Statement; Account Reconciliation.** Entries transmitted by Bank will be reflected on Customer's periodic statement issued by Bank with respect to the ACH Service Account pursuant to the Account Agreement. Customer agrees to notify Bank promptly in writing of any discrepancy between Customer's records and the information in the periodic statement. If Customer fails to notify Bank of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to the Entry shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within thirty (30) days of receipt of such periodic statement, Customer shall be and is hereby deemed to be precluded from asserting such discrepancy and any and all claims against Bank, and does hereby waive such claims including claims for interest, costs or attorney's fees. Furthermore, Customer shall be liable to Bank for all damages, expenses and losses incurred by Bank (including attorney's fees and costs) as a result of such failure.
19. **Customer Representations and Agreements; Indemnity.** Customer represents and warrants to Bank the same representations and warranties Bank is deemed by the NACHA Rules, or applicable law or regulations, to make with respect to Entries originated by Customer. Without limiting the generality of the foregoing, Customer represents and warrants to Bank and agrees that (a) each Entry is accurate, is timely, and has been duly authorized by the Person whose account will be credited or debited, and otherwise complies with the NACHA Rules or applicable law or regulation; (b) each debit Entry is for a sum which, on the settlement date with respect to it, will be owing to Customer from the party whose account will be debited, is for a sum specified by such party to be paid to Customer, or is a correction of a previously transmitted erroneous credit entry; (c) Customer has complied with all pre-notification requirements of the this Agreement and the NACHA Rules; (d) Customer has and will comply with the terms of the Electronic Funds Transfer Act, Uniform Commercial Code Article 4A, and the Federal Reserve Board Regulation J, as applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations including the sanctions laws administered by the Office of Foreign Assets Control; and (e) Customer shall be bound by and comply with the NACHA Rules as in effect from time to time, including, without limitation, the provision 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.
20. **Inconsistency of Name and Account Number.** Customer acknowledges and agrees that, if any Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a Person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances and Bank will have no liability to Customer for executing the Entry on the basis of the

account number alone.

21. **Same Day ACH.** Customer may, with prior approval by and at the sole discretion of Bank, transmit Same Day ACH Entries. Entries with an effective Entry date of the date of or the date prior to the transmission date received by Bank prior to the applicable cut-off time set forth in Schedule A to the eTreasury Banking Exhibit shall be considered a Same Day Entry. Interagency transfer Entries and Entries above \$1,000,000 are not eligible for Same Day ACH processing. Customer agrees to pay applicable Same Day Entry fees set forth in the Business Fee Schedule or under separate Exhibit attached hereto.

If a Same Day Entry is received by Bank for a Customer that has not received approval or is not set up to initiate Same Day Entries, Customer acknowledges and agrees that the Entry, even if not intended to be a Same Day Entry, shall be considered a Same Day Entry. Customer agrees to pay applicable Same Day Entry fees set forth in the Business Fee Schedule or under separate Exhibit attached hereto.

22. **Right to Audit.** Customer agrees to review its compliance with any rules set forth in connection with ACH Services (including, as applicable, those described in this Exhibit and the NACHA Rules) on a periodic basis not less than annually and Customer also agrees to permit Bank, upon reasonable prior notice, to review Customer's operations and related documentation as they relate to compliance with this Agreement, the applicable Service Exhibits and Customer's responsibilities under such rules.
23. **Notices, Instructions, Etc.** Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other Person, or to provide any notice or advice to Customer or any other Person with respect to any matter.
24. **Data Retention.** Customer shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA Rules.
25. **Authorization Agreements.** Customer shall obtain an authorization ("Authorization Agreement") as required by the NACHA Rules from the person or entity whose account will be debited or credited as the result of any Entry originated by Customer. Specific requirements for the Authorization Agreement for each SEC code are outlined in the NACHA Rules, and Customer represents and warrants that each of its Authorization Agreements complies with the NACHA Rules. Customer shall retain each Authorization Agreement in original form while it is in effect and the original or a copy of each Authorization Agreement for two (2) years after termination or revocation of such Authorization Agreement or as otherwise required by the NACHA Rules. Upon request, Customer shall immediately furnish the original or a copy of the Authorization Agreement to the Bank.
26. **Third-Party Service Provider.** Customer may, with prior approval by and at the sole discretion of Bank, appoint a third Person to act as Customer's agent to process Entries on behalf of Customer for the purposes of the services provided in this Exhibit ("**Third-Party Service Provider**") as set forth in the ACH Origination Application. Customer acknowledges and agrees that Entries (including cancellations, amendments and corrections) transmitted to Bank on behalf of Customer are authorized pursuant to this Agreement and the NACHA Rules. Customer and Third-Party Service Provider agree jointly and severally to indemnify, hold harmless and defend Bank from all liabilities, losses, damages, costs and expenses (including but not limited to reasonably attorneys' fees). Customer and Third-Party Service Provider shall

execute an agreement in order to establish appropriate rights and responsibilities of each party as defined in the Rules. Customer agrees to notify Bank in writing of any termination of the Third-Party Service Provider's authority to act on Customer's behalf. Customer agrees that the effective date of such termination will be ten (10) Business Days from (a) the date that Bank received the written notice of such termination or (b) any termination date provided in the written termination, whichever is later. Customer acknowledges that its obligations with respect to Entries initiated by the Third-Party Service Provider prior to such termination shall survive termination pursuant to this Exhibit and the NACHA Rules. Under no circumstances will Lakeland originate ACH transactions initiated by Third-Party Senders (as defined in the NACHA Rules).

27. **Prohibited Entries.** Customer agrees not to use or attempt to use the ACH Service (i) to engage in any illegal purpose or activity or to violate any Applicable Laws, (ii) to breach any contract or agreement by which Customer is bound, (iii) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iv) to engage in any activity or submit any type of Entry that is restricted or not specifically authorized and permitted by this Agreement, including, but not limited to, International ACH Entries (IATs) or Entries that are restricted by type of Receiver. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the ACH Service for Entries 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 Entry or activity that Bank believes violates the terms of this Agreement.
28. **Compliance with the NACHA Rules and Applicable Laws.** Customer's rights and obligations with respect to this ACH Service are governed by this Agreement, the NACHA Rules and other Applicable Laws. The NACHA Rules are updated annually, and can be accessed on NACHA's website at www.nacha.org. Customer acknowledges receipt of a copy of, or availability of, the NACHA Rules, and warrants that it will review the NACHA Rules regularly to ensure ongoing compliance therewith. Customer agrees that it will comply with the NACHA Rules and other Applicable Laws, and that it will not transmit any Entry or engage in any act or omission that violates or causes Bank to violate the NACHA Rules or other Applicable Laws, including, without limitation, regulations of the Office of Foreign Asset Control ("OFAC"), sanctions or executive orders. Bank may terminate or suspend this Agreement upon written notice and identification of a breach by Customer of the NACHA Rules or Applicable Laws. Bank shall have the right to initiate an audit of Customer's procedures for compliance with this Agreement, the NACHA Rules and Applicable Laws, upon written notification to Customer. Bank shall not be required to execute an ACH transaction if Bank believes in good faith the transaction is inconsistent with the NACHA Rules or Applicable Laws. Customer shall be solely liable for any fines or penalties imposed by OFAC, NACHA or any other regulatory or rule-making organization, or any government or government agency, as a result of Customer's use of the ACH Service, and Customer agrees to fully reimburse Bank for, and indemnify Bank against, any such charge or fine.

**SCHEDULE A TO
ACH ORIGINATION EXHIBIT**

FILE REMITTANCE

1. **File Format.** Entries must be formatted according to the Rules defined by the National Automated Clearing House Association. Files must be balanced and contain offsetting debit and credit Entry totals.
2. **Transmission Methods.**
 - a. **PC/Internet Transmissions through eTreasury Banking.** File transmission through the eTreasury Banking system is the primary and preferred method for transmitting Entries. Active enrollment in this system must be maintained and acceptance of the eTreasury Banking terms and conditions is required.
 - b. **PC/Internet Transmission through Secure File Upload/Transfer.** File transmission through Lakeland Bank's secure email system is permitted when the System is not available to accept/process files. This method is intended for back-up use only and should not serve as the primary transmission method. Contact the Bank for further instructions.
3. **Standard Entry Class.** Only the following three (3) Standard Entry Classes are permitted:
 - a. PPD (Prearranged Payment and Deposit Entry). Entries posted to a consumer account.
 - b. CCD (Corporate Credit or Debit). Entries posted to a business (non-consumer) account.
 - c. CTX (Corporate Trade Exchange). Entries posted to a business account.
 - d. WEB (WEB Entry). Entries initiated via the internet.
4. **Exposure Limits.** The Bank will approve Customer exposure limits for Entries transmitted to Bank. Exposure limits are determined solely by Bank and may be changed from time to time. Entries that exceed exposure limits will not be processed and may require further verification, approval, and re-initiation by Customer.

**SCHEDULE B TO
ACH ORIGINATION EXHIBIT**

SECURITY PROCEDURES

The following security procedures apply to your access to and use of the ACH Service:

1. 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 provided by the Authorized Representative, and any such communication shall be deemed to have been provided by such Person.
2. It is the responsibility of Customer to notify Bank in writing of any changes to those individuals designated as Authorized Representative(s) for Customer.
3. File Transmissions from Customer to Bank made over an unsecured electronic network must use at least the minimum level of encryption required by the NACHA Rules.
4. Bank does not verify the accuracy of file attributes, including, but not limited to, effective date(s), account information or bank information.
5. **PC/Internet File Transmission through eTreasury Banking.** Customer's Authorized Representative will access the System by utilizing the prearranged logon procedures and additional verification processes, including, but not limited to, use of security questions and answers, internet browser "cookies", and one-time password devices (e.g. Out of Band or Soft Token).
6. Customer's authorized user(s) will provide Bank with verification of the totals contained in the transmission. The System will verify that certain file attributes agree with the file provided. In the event of a discrepancy, the System will not accept the file.

EXHIBIT D

REMOTE DEPOSIT CAPTURE

This Remote Deposit Capture Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions sets forth the additional terms and conditions regarding Customer’s use of Bank’s Remote Deposit Capture Electronic Check Processing Service (the “**RDC Service**”) for the electronic clearing of Checks, which enable Customer to convert Checks to Electronic Items and to transmit those items electronically for deposit into Customer’s Account at Bank. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions. In the event the applicable DOS Form includes the RDC Service as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “**Agreement**,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. **Services.** Bank shall provide to Customer the RDC Service described in this Exhibit to enable Customer to use the Program to convert Checks to Electronic Items for the processing of such Checks electronically. Customer and Bank shall comply with the terms and provisions of Schedule A to this Exhibit with respect to performance of the RDC Service. By using the Program and the RDC Service, Customer accepts all the terms and conditions of this Agreement.
2. **License.** Subject to the terms and conditions of this Agreement, Bank hereby grants Customer a nonexclusive, nontransferable license to:
 - (a) Use the Software provided by Bank for the RDC Service, solely for processing Checks in connection with Customer's own business operations, in accordance with the Documentation and solely on Authorized Equipment;
 - (b) Copy and use the Documentation solely to support Customer’s authorized use of the Software; and
 - (c) Copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions of Section 9 of the Terms and Conditions with respect to the Software and Documentation.
3. **Customer Obligations.** Customer represents and warrants that, with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (a) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (b) the Electronic Item contains all endorsements applied by the Persons that previously handled the Check in any form for forward collection or return; and (c) all transfer and presentment warranties made under applicable law or the Account Agreement are in full force and effect. Customer is prohibited from presenting any Substitute Checks for processing under this Exhibit.
4. **Wireless Access.** Customer acknowledges and agrees that, pursuant to this Exhibit, Bank only permits secure wireless access relating to the RDC Service when accessed wirelessly and Customer represents that it will only use, or permit to be used, secure wireless access to the Systems in connection with the RDC Service when accessing wirelessly.
5. **Reimbursement by Customer.** Customer agrees that upon termination of the RDC Service or demand by Bank, Customer shall, at Bank’s request, reimburse Bank for the cost of the Authorized Equipment, which

amount shall be the greater of \$750 or the amount set forth on Bank's then-applicable Business Fee Schedule.

6. **Survival.** For the avoidance of doubt Sections 3, 4, 5, 6, and 7 shall survive any termination of the RDC Service or this Agreement.
7. **Bank's Liability.** Without restricting or reducing any limitations of liability set forth in the Terms and Conditions, Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank shall be limited to correcting the errors or omissions. Correction shall be limited to reprinting and/or representing Substitute Checks or Electronic Items to the Payor Financial Institution. Bank is not liable for alterations made to the file after it is transmitted through the RDC Service.
8. **Contingency Plan.** Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a file to Bank through the RDC Service, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport, or send via courier, the physical Checks and deposits to the closest office of Bank and deposit the original Checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of Original Checks at an office of Bank shall be governed by the terms and conditions contained in the Account Agreement and not by the terms of this Exhibit.
9. **Periodic Statements.** Customer will not receive a separate Remote Deposit Capture statement. Deposits made through the RDC Service will appear on the respective periodic paper or electronic Account statements.

**SCHEDULE A TO
REMOTE DEPOSIT CAPTURE EXHIBIT**

**RDC SERVICE
TERMS AND CONDITIONS**

1. Bank Responsibilities.

- (a) Bank shall deliver to Customer, or otherwise provide access to, the Software, as well as the Authorized Equipment required for the RDC Service.
- (b) Bank shall provide installation and training support as reasonably required for Customer 's implementation of the Program. Any onsite installation or training support outside of Bank's immediate market area shall be on such terms and conditions as the parties agree, including reimbursement for Bank 's reasonable travel costs.
- (c) Bank shall provide maintenance and support for the Software as reasonably necessary to permit Customer's processing of Checks through the Program. Maintenance and support shall include (i) corrections, workarounds and bug fixes, (ii) such modifications, enhancements and updates as Bank elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during Bank's regular business hours.
- (d) Bank shall accept for deposit to the designated Account Check Images that are transmitted to Bank in compliance with this Agreement. Check Images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the data specifications set forth in the Documentation. If the Check Images are not complete, are not useable, or do not adhere to such data specifications, such Check Images may not be processed by Bank or its agents, in which event Customer's deposit will be adjusted and notification will be provided. Bank shall not be responsible for Check Images which it does not receive or for Check Images that are dropped during transmission.
- (e) Customer's Check Images will be processed after Bank has received Customer's transmission of such Check Images, in accordance with the processing deadlines set forth in Schedule B to this Exhibit. Bank shall use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless Bank notifies Customer otherwise, Bank shall provide provisional same day credit to the Account for all items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and within the timelines established by Bank. Bank reserves the right to reject the Check Images for any reason without liability to Customer.
- (f) If a Payor Financial Institution returns an item to Bank, Bank shall charge the Account for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third Person makes a claim against Bank or seeks a recredit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

- (g) Bank may suspend immediately the RDC Service or the processing of any Check or corresponding Electronic Item if Bank has reason to believe, in its sole discretion, that there has been (i) a breach in the security of the Program, (ii) fraud involving Customer's Account or such Check, or (iii) any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.
 - (h) Bank's processing of items that do not meet the definition of Check as set forth in the Section 32 of the Terms and Conditions shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.
2. **Customer Responsibilities.** Without limiting the effect of the applicable terms and conditions set forth in the Terms and Conditions:
- (a) Customer shall maintain an Account at Bank for the receipt of deposits of Check Images of Checks, in accordance with applicable Account Agreement.
 - (b) Customer shall only deposit items permitted under this Exhibit, except as set forth in Schedule B hereto.
 - (c) Customer shall install the Software in accordance with the Documentation, and shall install and implement any changes and upgrades to the Software as Bank may require, within thirty (30) days of receipt of such change or upgrade, or within such shorter time frame as Bank may reasonably require in the event such change or upgrade is necessary to comply with statutory or regulatory changes or developments, or to protect the integrity and security of the Program.
 - (d) Customer may use only Authorized Equipment in connection with the Software, and solely for RDC Service on behalf of Customer. Upon termination of the Agreement by either party, Customer shall promptly return all copies of the Software, documentation and Authorized Equipment to Bank.
 - (e) Customer shall use the Authorized Equipment and the Software, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer shall comply with all security procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Software.
 - (f) Customer shall ensure the Authorized Equipment is clean and operating properly. The quality of digitized images must be such that is an accurate representation of the Original Check and is legible for all posting and clearing purposes. It must meet standards for image quality established by ANSI, the Federal Reserve or any other regulatory agency.
 - (g) Customer shall be responsible for training its employees in the use of the Program, and for supervising and auditing their use of the Program.
 - (h) Customer shall ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such Person will be asked to make payment based on an item that it already has paid.

- (i) Customer shall retain each Check for forty-five (45) days after such Check is converted into a Check Image. Customer shall promptly 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. Customer shall use a commercially reasonable method, subject to review, approval and periodic audit and confirmation by Bank, to destroy Checks after the retention period has expired.
- (j) Customer shall retain all information about its Check Images as created by the Software for no less than seven (7) days. Original Checks must be stored in a secure location, and Customer must establish and put into practice security procedures to limit access to the Original Checks. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records, as requested by Bank for verification, audit or other purposes.
- (k) Customer understands and agrees that if the image of a previously deposited Original Check is dishonored and returned unpaid by the drawee financial institution, the Original Check will not be returned and Bank may charge back an electronic or paper reproduction of the Original Check or a Substitute Check to Customer's Account.
- (l) Customer agrees to permit Bank, at its sole discretion and at any time, to conduct an on-site inspection of Customer's place of business to ensure compliance with the provisions of this Agreement.

**SCHEDULE B TO
REMOTE DEPOSIT CAPTURE EXHIBIT**

**DEPOSIT RESTRICTIONS, LIMITS
AND PROCESSING DEADLINES**

The following sets forth the Bank's Remote Deposit Capture deposit limits and processing deadlines:

1. **Types of Deposit Items (Checks) Prohibited.**
 - (a) Items (checks) not drawn on financial institutions within the United States
 - (b) Items (checks) not payable in U.S. dollars (\$).
 - (c) Items (checks) not authorized under the Account Agreement.
 - (d) Items (checks) that have been altered, forged or otherwise modified.
 - (e) Items (checks) that have already been negotiated/deposited and have not been returned by Payor Financial Institution ("duplicate" items).
 - (f) Items (checks) that are Remotely Created Checks.
 - (g) Items (checks) that are third-party payee checks not properly endorsed.
2. **Deposit Limits.** The total daily number of items (checks) deposits through the Service may not exceed the maximum limit currently in effect.
3. **Processing Deadlines.** The deadline for processing remote deposits made through the System is 6:00 p.m. Eastern Time on each Business Day (the "**Cut-Off Time**"). Deposits received by Bank after the Cut-Off Time on any Business Day, or on non-Business Days (including, without limitation, Saturdays, Sundays and holidays observed by Bank) shall be considered to have been received on the following Business Day.

EXHIBIT E

IMAGE CASH LETTER SERVICE

This Image Cash Letter Service Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions sets forth the additional terms and conditions regarding Customer’s use of our Image Cash Letter Service (the “**ICL Service**”), which enables Customer or a Third-Party acting as Customer’s agent (“**Third-Party Agent**”) to transmit, through Customer’s own methods and devices, an Image Cash Letter file (an “**ICL File**”) to Bank for processing. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions. In the event the applicable DOS Form includes the ICL Service as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “**Agreement**,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. **ICL Service.** The ICL Service allows Customer or Third-Party Agent to transmit, through Customer’s own methods and devices, an ICL File to Bank for processing. ICL Files consist of imaged checks and check data (“**Imaged Items**”). Check data includes the MICR information in the format and specifications required by the Universal Companion Document x9.37 or the Universal Companion Document x9.100 Guide or any other mutually agreed format (“**Format**”).
2. **Processing.** Subject to the terms hereof, any ICL Files received before the cut-off time will be processed on the day they are received and shall be afforded credit in accordance with the then current funds availability schedules. If for any reason Bank is unable to process an ICL File received before the cut-off time, Bank will use commercially reasonable efforts to resolve the next Business Day. Subject to terms hereof, any ICL Files received after the cut-off times will be processed on the next Business Day. ICL Files will only be processed on Bank Business Days.
3. **Warranties.** Customer represents and warrants to Bank that with respect to Checks:
 - (a) any image Customer transmits is a clear and accurate image of the original item, including the front and back of any Checks;
 - (b) any image Customer transmits will meet the ANSI standards required by Regulation CC, or other applicable standards established by Bank, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearing house or association;
 - (c) any information Customer transmits to Bank accurately represents all of the information on the front and back of any Check as of the time such Check was truncated, including without limitation: payment instructions placed on the Check by, or as authorized by, the drawer, such as the amount of the Check, the payee, and the drawer's signature; information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and 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 endorsements applied to the back of the Check;
 - (d) no duplicate presentment of a Check in any form, including as an Imaged Item, a paper negotiable instrument or otherwise; and
 - (e) Customer will only transmit Checks payable to Customer.

Customer warrants Bank that any Third-Party Agent is familiar with, and shall at all times be in compliance with the terms hereof, including without limitation, image quality, prohibition of duplicate items, proper storage and destruction of Original Checks, and information and image item requests by Bank. Customer acknowledges and agrees, that upon breach of any of the warranties set forth herein or in the Terms and Conditions, Bank may, in its sole discretion, refuse to provide or terminate (as applicable) the ICL Service.

4. **Security.** Customer agrees to be responsible for any transmission Bank processes or receives through the ICL Service, even if it is not in fact authorized by Customer, provided it includes a password or is otherwise processed in accordance with Bank's security procedures. Customer also acknowledges that when using a Third-Party Agent to transmit ICL Files, Customer or Third-Party Agent, not Bank, is solely responsible for establishing, maintaining and following such security procedures as deemed necessary by Bank to ensure that files transmitted to Bank are intact, secure and confidential until received by Bank.
5. **Requested Information.** Customer agrees to provide such information as requested by Bank in order to qualify Customer for the ICL Service, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified, Customer agrees to provide information and Imaged Items as requested by Bank to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes. Such documents may include copies of Imaged Items or original items, if available.
6. **Rejection of Entries.** Bank reserves the right to refuse to process or reject any Imaged Items for any reason at its sole discretion.
7. **Returned Items.** Bank will process any returned Imaged Items in accordance with applicable law and the Account Agreement governing the Account for which the Imaged Item is presented.
8. **Third-Party Agent.** Customer may appoint, as its limited agent, with respect to the performance of any activities relating to the ICL Service, one or more Third-Party Agents to perform such activities. Customer shall be solely responsible for all actions and obligations of such Third-Party Agent as if they were the direct actions and obligations of Customer itself. Customer acknowledges that, among other things, this means that Customer is liable for Third-Party Agent's breaches of warranties and obligations, including liability for indemnification for such breaches and/or resulting damages relating to the introduction of malware or malicious software into Bank's systems, or that of its vendors, as if Customer breached such warranties and/or obligations itself. Customer agrees to notify Bank of each Third-Party Agent it intends to use and other information that Bank may require about Third-Party Agent. Failure to provide timely notice could result in the rejection of ICL Files by Bank. Bank may in its sole discretion choose not to accept ICL Files from a Third-Party Agent identified by Customer. Notwithstanding any notification of Third-Party Agent to Bank, Customer represents and warrants to Bank that it has solely, independently and without reliance upon Bank, made its own appraisal of and investigation into the business, operations, intellectual property and other rights, financial, and other conditions, rights and creditworthiness of any Third-Party Agent based upon documentation and other information it has deemed appropriate and made its own decision to enter into a relationship with any Third-Party Agent. In any event, Customer's agreement with Third-Party Agent must include a provision allowing Bank to conduct, upon reasonable notice and during normal business hours, an on-site inspection of Third-Party Agent's premises in order to ensure compliance with this section. Customer also represents and warrants to Bank that it will, independently and without reliance upon Bank, continue to make its own analysis, appraisals and decisions with regard to any relationship with a Third-Party Agent as it deems appropriate. As long as this agreement is in place and Customer utilizes the services of one or more Third-Party Agents, Customer gives Bank the right to communicate with such Third-Party Agent(s) in connection with the ICL

Service and to treat Third-Party Agent(s') instructions as if the instructions were directly from Customer. Any software necessary for use of the ICL Service by Third-Party Agent must be maintained by Third-Party Agent, and must meet technical specifications acceptable to Bank, as described herein.

9. **Indemnification.** Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, injury, damages, costs, and expenses of any kind, including, without limitation, all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto which may be incurred by Bank directly or indirectly relating to or arising out of the following events or circumstances:
- (a) any warranty or indemnity claim brought against Bank by a Third-Party under 12 CFR 229.52, 12 CFR 229.53 or other regulations in connection with an ICL File transmitted to Bank by Customer and/or its Third-Party Agent(s); (3) any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the Check;
 - (b) any failure by Third-Party Agent to observe and perform properly all of its obligations hereunder or any wrongful act of Third-Party Agent or any of its affiliates;
 - (c) any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the Check; and
 - (d) all Third-Party Agents' actions or inactions relating to the ICL Service, including those related to intellectual property claims.

EXHIBIT F

ZERO BALANCE ACCOUNT

This Zero Balance Account Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions sets forth the additional terms and conditions regarding Customer’s use of our Zero Balance Account Service (the “**ZBA Service**”), which permits Bank to make automatic transfers among Customer’s deposit accounts with Bank in order to cover checks, transfers and other debits clearing against such deposit accounts. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions. In the event the applicable DOS Form includes the ZBA Service as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “**Agreement**,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. **Definitions.**

Debits means checks, items, transfers and other debit transactions presented against an Account.

Effective Date means the date on which the DOS Form indicates Customer’s selection of the ZBA Service was executed. Notwithstanding the Effective Date, the ZBA Service shall not commence until the date that Bank has received and had a reasonable opportunity to act upon all information and instructions from Customer that Bank may require.

Parent Account means an Account linked to one or more Zero Balance Accounts from which available funds will be transferred to the Zero Balance Account(s) to which it is linked.

Target Balance means the available balance in U.S. dollars as specified on Customer’s ZBA Service documentation that Customer wishes to maintain in each Zero Balance Account. If Customer fails to specify a Target Balance for a Zero Balance Account, the Target Balance for each such Zero Balance Account shall be zero U.S. dollars.

Target Balance Excess means the amount of available funds in the Zero Balance Account at the end of any Business Day in excess of the Target Balance, after taking into account all checks and other items drawn on and other debits charged to the Zero Balance Account.

Target Balance Shortfall means, on any Business Day, the amount by which the actual collected balance in the Zero Balance Account, after taking into account all Debits charged to the Zero Balance Account, is less than the Target Balance.

Zero Balance Account means each Account that is subject to a Target Balance.

2. **Zero Balance Accounts; Parent Accounts; and Ultimate Parent Accounts.**

- (a) Zero Balance Accounts. Customer shall identify one or more of the Accounts on the DOS Form(s) as Zero Balance Accounts. Subject to the terms and conditions of this Exhibit, Bank will *transfer* funds into or out of each Zero Balance Account such that the collected balance at the close of each Business Day shall be the Target Balance selected by Customer for each such Zero Balance Account. With the exception of credits relating to transfers from Parent Accounts and for internally generated Bank transactions (*e.g.*, returned items, corrections, *etc.*), all activity within each Zero

Balance Account shall be limited to Debit transactions only. Customer acknowledges and agrees that all credit transactions initiated by Customer shall be directed and posted to the Parent Account(s).

- (b) Parent Accounts. Each Zero Balance Account shall be linked to one or more (but no more than three) Parent Accounts (i) from which available and collected funds will be transferred to the Zero Balance Account to which it is linked to cover Debits and bring the balance in such Zero Balance Account to the Target Balance for such Zero Balance Account; and (ii) to which any Target Balance Excess will be transferred at the close of each Business Day.

2. **The ZBA Service.** Bank will provide the ZBA Service for Customer in accordance with the terms and provisions set forth in this Agreement.

- (a) Clearing Target Balance Excesses. If there is a Target Balance Excess in a Zero Balance Account after all Debits have been applied at the end of a Business Day, Bank automatically will eliminate the Target Balance Excess by (i) transferring funds out of such Zero Balance Account by debiting the Zero Balance Account in the amount of the Target Balance Excess, and (ii) transferring such funds to the linked Parent Account by crediting the Parent Account in the amount of the Target Balance Excess.
- (b) Restoring Target Balances. If, at any time, there is a Target Balance Shortfall in a Zero Balance Account, Bank automatically will eliminate the Target Balance Shortfall by (i) transferring funds out of the linked Parent Account by debiting the linked Parent Account in the amount of the Target Balance Shortfall, and (ii) transferring such funds to the Zero Balance Account by crediting the Zero Balance Account in the amount of the Target Balance Shortfall. If more than one Zero Balance Account is linked to a Parent Account or chain of Parent Accounts, Bank will transfer available funds from such Parent Accounts to cover Debits from all linked Zero Balance Accounts prior to making transfers from such Parent Accounts to restore the Target Balance in such Zero Balance Accounts. Bank may, in its sole discretion, determine the priority in which funds from the Parent Account are applied to the Zero Balance Accounts.
- (c) Available Balance Less than Target Balance Shortfall. Subject to the terms set forth in Section 13 of the Terms and Conditions, if there is an insufficient Available Balance in a linked Parent Account to restore a Zero Balance Account's Target Balance, Bank reserves the right, in its sole discretion, to pay or return any such Debits. To the extent that Bank makes such advances, Customer acknowledges and agrees that each such advances resulting in a negative balance to any Accounts shall be repaid within one (1) Business Day. Bank reserves the right to charge Customer an overdraft fee for Accounts that are overdrawn in accordance with this Exhibit.

3. **Suspension or Termination of the ZBA Service.** Bank shall have the right, without notice to Customer, at any time, and from time to time, to suspend or terminate the ZBA Service if any of the Accounts on Customer's DOS Form(s) are closed or if Bank ceases to offer the ZBA Service.

EXHIBIT G

POSITIVE PAY SERVICES

This Positive Pay and Related Service Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions (the “**Terms and Conditions**”) sets forth the additional terms and conditions regarding Customer’s use of Bank’s Positive Pay, ACH Positive Pay, and Reverse Positive Pay Services (collectively, the “**Positive Pay Services**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions. In the event the applicable DOS Form includes the Positive Pay Services as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “Agreement,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. **Description of the Positive Pay Services.** The Positive Pay Services are tools that Customer may select for eligible Accounts to help Customer manage and control risks associated with the payment of checks and drafts as well as ACH debits (“**Items**”) presented against Customer’s accounts by enabling Customer to decide which checks are to be paid or returned unpaid as well as which ACH debits are to be allowed or blocked. For eligible Accounts, Customer may elect to enroll in the Positive Pay Services by individual components or comprehensively; provided, however, that Customer may not enroll an Account in both the Positive Pay Service and the Reverse Positive Pay Service at the same time.
2. **The Positive Pay Service.**
 - (a) Check Issue File. Customer shall submit a file of issued Checks (“**Check File**”) to Bank on every banking day that Customer issues Checks. Each Check File shall be submitted (a) in compliance with the formatting, content, and other requirements set forth in Schedule A to this Exhibit, (b) in accordance with the Check File delivery method set forth in Schedule B to this Exhibit, and (c) by the deadlines set forth in Schedule C to this Exhibit (schedules may be amended by Bank in accordance with Section 27 of the Terms and Conditions). Customer represents and warrants that each Item entry included in the Check File (each a “**Check Entry**”; multiple “**Check Entries**”) is accurate and complete.
 - (b) Discrepancies/Default Decision is “Return”. Bank will compare the Check File provided by Customer with the corresponding information contained on the Items presented to Bank. If, on the preceding Business Day Items are presented against Account(s) enrolled in the Positive Pay Service that (a) are missing or inconsistent with the Check File provided by Customer based on check/transaction number and/ or amount discrepancies (and, in the case of Payee Match Positive Pay, payee name); and/or (b) are stale-dated (i.e., loaded into the Online System more than six (6) months prior), Bank will flag and except such presented Items (the “**Check Exceptions**”) and notify Customer via the Systems of any such Check Exceptions. Check Exceptions must be decisioned (“approved” or “disapproved”) by Customer via the Systems no later than 1:00 pm ET on the Business Day on which such Check Exceptions are made available; provided, however, that if such Check Exceptions are made available to Customer after 1:00 pm ET on a Business Day, Customer’s deadline to approve or disapprove such Check Exceptions will be extended to 1:00 pm ET the following Business Day. **FAILURE TO COMPLY WITH THESE OBLIGATIONS WILL RESULT IN THE CHECK EXCEPTIONS BEING RETURNED BY BANK “REFER TO MAKER.”**

- (c) Item Payment. Bank is hereby authorized to pay any Item drawn on any Account of Customer enrolled in the Positive Pay Service for which: (i) Bank receives a Check File, provided a Check Entry contained in such then-current Check File matches the corresponding information for the Item, or (ii) the Item is otherwise properly payable.
- (d) Teller Positive Pay. If a Check drawn on an Account enrolled in the Positive Pay Service is presented for payment in-person at one of Bank's branch locations, Customer hereby authorizes Bank to pay or decline such Check based on the information contained in the Check Entries to the Check File then available to the teller at the teller line. **BANK HEREBY DISCLAIMS ANY OBLIGATION OR LIABILITY ARISING FROM, AND CUSTOMER AGREES TO UNCONDITIONALLY RELEASE, INDEMNIFY AND HOLD BANK HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, CLAIM OR EXPENSES RELATING TO, ANY CHECK CASHED OVER-THE-COUNTER, INCLUDING BANK'S REFUSAL TO CASH ANY CHECK, IF SUCH CHECK IS NOT INCLUDED IN THE CHECK FILE MADE AVAILABLE TO BANK IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2(A) OF THIS EXHIBIT.**
- (e) Payee Match. In addition to the verification parameters set forth Section 2(b), the Payee Match feature compares the payee name in the Check File to the checks presented for payment against Customer's Account(s) provided that the payee name is inscribed on the check by electronic means. For the avoidance of doubt, the Payee Match feature will only recognize payee name inscriptions that are legible to the Systems. Bank disclaims any and all liability arising from Check Exceptions that occur as a result of payee name inscriptions rendered illegible by the Systems, including, without limitation, illegibility arising from smears, smudges, irregular font types, ink that is too faded or ink that is too dark.
- (f) Stop Payment. The Positive Pay Services shall not be used as a substitute for Bank's stop payment service. Customer agrees to follow Bank's standard stop payment procedures if it desires to return a matching Check that was issued. Checks returned with a return reason of payment stopped will be subject to the stop payment charges as disclosed in the Business Fee Schedule.

3. The Reverse Positive Pay Service.

- (a) Paid Information. For each Item drawn on an Account enrolled in the Reverse Positive Pay Service and presented to Bank for payment, Bank will issue to Customer, by the Business Day following presentment of the Item, a file of any such presented Items ("**Reverse Check File**"). Customer shall have the responsibility of comparing the Reverse Check File with its issuance information for each Item.
- (b) Discrepancies/ Default Decision is "Pay". Each Item contained in the Reverse Check File must be decided ("approved" or "disapproved") by Customer via the Systems no later than 1:00 pm ET on the Business Day on which such Reverse Check File is made available; provided, however, that if such Reverse Check File made available to Customer after 1:00 pm ET on a Business Day, Customer's deadline to approve or disapprove such discrepant Items will be extended to 1:00 pm ET the following Business Day. Customer shall provide details of any such discrepant Item to Bank, including Customer's Account number, Item serial number and dollar amount. **FAILURE TO REVIEW BANK'S TRANSMISSION OF THE REVERSE CHECK FILE OR FAILURE TO INITIATE A REQUEST TO RETURN ANY DISCREPANT ITEMS BY THE DEADLINE SET FORTH HEREIN MAY RESULT IN THE PAYMENT OF ANY SUCH ITEM UNLESS OTHERWISE AGREED TO IN WRITING**

BETWEEN CUSTOMER AND BANK.

- (c) Item Payment. Bank is hereby authorized to pay any Item drawn on any Account of Customer enrolled in the Reverse Positive Pay Service for which: (i) Bank does not receive a decision to disapprove such Item contained on a Reverse Check File by the deadline set forth in Section 3(b), or (ii) the Item is otherwise properly payable.
- (d) Teller Positive Pay. If an Item drawn on an Account enrolled in the Reverse Positive Pay Service is presented for payment in- person at one of Bank's branch locations, Customer hereby authorizes Bank to pay or decline such Item based on Bank's usual and customary over-the-counter payment procedures (as amended from time to time). Customer agrees to unconditionally release, indemnify and hold Bank harmless against any and all liability, loss, claim or expenses relating to an Item being cashed over-the-counter, including Bank's refusal to cash any Item. Customer acknowledges and agrees that the Reverse Positive Pay Service may provide little, or no, protection to Customer with respect to Items presented over-the-counter for payment at Bank's branches.
- (e) Stop Payment. The Reverse Positive Pay Services shall not be used as a substitute for Bank's stop payment service. Customer agrees to follow Bank's standard stop payment procedures if it desires to return a matching Check that was issued. Checks returned with a return reason of payment stopped will be subject to the stop payment charges as disclosed in the Business Fee Schedule.

4. Check Standards.

- (a) Minimum Check Standards and Specifications. Customer will ensure that all issued checks meet the minimum standards established by ANSI with respect to character position and formation, including MICR encoding, specifications and paper weight requirements.
- (b) Substitute Checks (Check 21). The Check Clearing for the 21st Century Act permits the creation of a "**Substitute Check**" by which the depository financial institution truncates the original check and processes the check information electronically. Substitute Checks must completely and accurately reflect the information from the original check in order to process correctly through the Positive Pay and Reverse Positive Pay Services. Bank shall not be liable for processing Substitute Checks that do not contain complete and accurate information.
- (c) Entries. The Positive Pay and Reverse Positive Pay Services will not identify checks that have converted to Entries as Exceptions. The NACHA Rules prohibit the conversion of business checks as long as they meet the standards published in the NACHA Rules. Customer is responsible for assuring that its checks meet these standards to utilize the Services. If a check has been improperly converted to an Entry, contact Bank immediately.

5. The ACH Positive Pay Service.

- (a) The Service. The ACH Positive Pay Service provides Customer access to manage all incoming ACH debit transactions that may be unauthorized and allows Customer the opportunity to create customized blocks and rules for the management of ACH debit transactions being posted to Customer's Accounts.

- (b) Paid Information. For each Entry transacted against an Account enrolled in the ACH Positive Pay Service, Bank will issue to Customer, by the Business Day following each such Entry, a file containing each such Entry (“ACH File”). Customer shall have the responsibility of comparing the ACH File with its internal transaction authorization parameters for each such transaction.
 - (c) Discrepancies/Default Decision is “Return”. Each Entry contained in the ACH File must be decided (“approved” or “disapproved”) by Customer via the Systems no later than 1:00 pm ET on the Business Day on which such ACH File is made available; provided, however, that if such ACH File made available to Customer after 1:00 pm ET on a Business Day, Customer’s deadline to approve or disapprove such ACH Entries will be extended to 1:00 pm ET the following Business Day. **FAILURE TO REVIEW, APPROVE OR DISAPPROVE ANY ACH ENTRIES CONTAINED IN THE ACH FILE WILL RESULT IN SUCH ACH ENTRIES BEING DECLINED BY BANK.**
 - (d) Bank reserves the right to request a signed Written Statement of Unauthorized Electronic Debit (WSUD) in situations where it is applicable.
6. **Relationship to Other Agreements.** Customer agrees that by using the Positive Pay Services described herein, except where expressly modified by this Exhibit, Customer will remain subject to the terms and conditions of all its other existing agreements with Bank and Bank’s affiliates. Customer also understands and agrees that it will continue to be subject to the terms and conditions of its agreements with any unaffiliated service providers, (i.e., accounting system providers, etc.), and that this Exhibit does not amend or supersede any of those agreements. Customer understands that those agreements may provide for fees, limitations and restrictions which might impact Customer’s use of the Positive Pay Services and Customer agrees to be solely responsible for all such fees, limitations and restrictions.
7. **Authorized Representative.** The Positive Pay Services must be authorized by an Authorized Representative and such Authorized Representative will be responsible for giving specific authority to other users (who may or may not be authorized signers on the account).

**SCHEDULE A TO
POSITIVE PAY SERVICES EXHIBIT**

POSITIVE PAY CHECK FILE FORMAT

The following sets for the Bank’s required Positive Pay Check file format:

1. **Check File Format.** The Check File shall be provided by Customer either (a) by manually entering each Check Entry through Online System, or (b) through a file upload process using import templates (“Templates”). These Templates offer a dynamic method for assigning Entries to corresponding data fields as shown below. Customer shall select the Template(s) to use at its own discretion, and may use multiple of alternate Template(s) as necessary, provided the Check Entries correspond to the correct data fields as shown below.
2. **Required Check Entry Fields.** The following chart details required information that must be included: (a) within each Check Entry in the Check File, (b) as defined during the Check File transmission process, or (c) within the Template default value(s).

Data Field	Description	Format
Account Number	Customer's Account Number on which the Entries are drawn	Numeric
Item/Transaction Number	Check Number	Numeric
Amount	Amount of Check/Item	Float (with or without decimal)
Item Type Code	Type of Item: “I” - Issue, “V” - Void	Text, 1 Character Max
Payee (required only for Payee Match Service)	Name of Payee of Check/Item	Text, 30 Character Max

3. **Templates.** Templates provide the necessary File format for transmitting Files to Bank. These Templates, whether supplied by Bank or created by Customer, should be tested and verified for accuracy and completeness before being utilized in a production (“live”) environment. Customer shall coordinate with Bank for testing and verification.

**SCHEDULE B TO
POSITIVE PAY SERVICES EXHIBIT**

FILE DELIVERY METHODS

The following sets for the Bank's available Positive Pay File Delivery methods:

1. **Primary File Delivery Method**

PC/Internet Transmission through the Online System. File transmission through the Online System requires a User ID, password, and multi factor authentication verification, including, but not limited to, security questions/answers and/or a token one-time password device.

2. **Secondary File Delivery Method** (for use only when Primary File Delivery Method is unavailable)

PC/Internet Transmission. File transmission through the Bank's secure e-mail system. Requires a User ID and password.

**SCHEDULE C TO
POSITIVE PAY SERVICES EXHIBIT**

DEADLINES

The following sets for the Bank's Positive deadlines:

1. **Check File.** The deadline ("**Cut-Off Time**") for uploading the Check File to Bank is no later than 6:00 pm Eastern Time (ET) and one (1) Business Day prior to the date of the check's issuance. Changes or deletions (including "voids") must be provided immediately upon issue but no later than 6:00 pm ET of the day on which Customer wishes to effect the change. Check Files that are not received by Bank by these deadlines, as well as changes or deletions received after the item has been presented for payment, may not be considered when performing the Positive Pay Services.

2. **Check Exceptions.** Each Business Day, Bank will make available to Customer any items (i.e. checks) presented against Account(s) on the previous Business Day that (a) are missing or inconsistent with the File provided by Customer based on check/transaction number and/ or amount discrepancies; and/or (b) are stale-dated (i.e., loaded into the Online System more than six (6) months prior) (collectively, "Exceptions"). Exceptions must be decisioned ("approved" or "disapproved") through Online System or Mobile System by Customer no later than 1:00 pm ET of the Banking Day on which these items were made available.

If Customer fails to apply "approve" or "disapprove" decisions by the above deadline, any Exception item not indicated as "approve" (i.e. pay) shall be returned by Bank "Refer to Maker."

EXHIBIT H

COMMERCIAL LOCKBOX SERVICE

This Commercial Lockbox Service Exhibit (this “**Exhibit**”) to the Treasury Management Terms and Conditions (the “**Terms and Conditions**”) together with the Lockbox Business Fee Schedule and Resolution sets forth the additional terms and conditions regarding Customer’s use of Bank’s Commercial Lockbox Service. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the related Terms and Conditions. In the event the applicable DOS Form includes the Commercial Lockbox Service as part of the Services selected, this Exhibit shall apply to Customer, and this Exhibit together with any associated Additional Documents shall form a part of this “Agreement,” as set forth in the Terms and Conditions. If you have selected the services described in this Exhibit in the applicable DOS Form, please read the entire Agreement, including without limitation, this Exhibit and the Terms and Conditions, as they contain provisions that apply to you and the Services.

1. Definitions.

Accounts or **Deposit Accounts** means each commercial demand or similar account maintained by Account Owner with Bank pursuant to a Business Deposit Account Agreement, or such similar superseding agreement, as may be amended from time to time, into which Items are deposited, and otherwise used in connection with the Services. **Account Owner** means the lawful owner of each Account.

Business Day means any day other than Saturday, Sunday, federal holiday, or a day that Bank is not open for business during normal hours with the general public.

Customer or **Customers** means customers, clientele and other third parties that owe payments to the Account Owner.

Items means checks, money orders, cash and other instruments deposited into the Accounts.

Services or **Lockbox Services** means the commercial lockbox services provided to the Account Owner by Bank pursuant to these terms and conditions.

2. Services.

a. **General.** Account Owner is responsible for directing, and will direct, Customers to remit payments owing to Account Owner to one or more U.S. Post Office Box opened, controlled and specified by Bank (the “Lockbox”). Account Owner hereby authorizes Bank to: (i) have unrestricted and exclusive access to the Lockbox, and (ii) open and process mail addressed to Account Owner at the Lockbox. Bank will retrieve and accept mail addressed to Account Owner from such Lockbox each Business Day. Bank will open the envelopes containing Items of an amount due to Account Owner, and generally accompanied by invoices, remittance statements, scannable coupons, correspondence, and any other documents or papers sent to the Lockbox (“Remittance Materials”). Bank will reconcile the Items to the Remittance Material(s) contained in the same envelope and process them in accordance with these terms and conditions. If nothing is sent to the Lockbox in a given business day, Bank will send a statement to the Account Owner that no transactions were processed on that business day, unless otherwise agreed to by Bank and Account Owner.

b. Application of Items/Items Not Deposited:

- 1) Discrepancies in Amount. (i) If the numerical and written amounts of any Item are not the same, the numerical or written amount that corresponds to an amount on the Remittance Material(s) enclosed with the Item, if applicable, will be the amount deposited; (ii) if the numerical and written

amounts on any Item are the same but do not correspond to an amount on the Remittance Material(s) enclosed with each Item, the amount reflected on the Item will be deposited.

- 2) **Missing Date.** Bank is not responsible for reviewing the date(s) on the Item(s) and will process the Item(s) in accordance with these terms and conditions regardless of the date or lack thereof.
 - 3) **Payee Review.** Bank is not responsible for verifying the payee on the Item(s) and will process the Item in accordance with these terms and conditions regardless of the named payee or lack thereof.
 - 4) **Foreign Checks.** Checks drawn on a foreign bank or in a currency other than the United States dollars will be returned to Account Owner.
 - 5) **Indeterminable Amount.** If Bank, in its sole discretion, cannot determine an Item amount, the Item will not be deposited and Bank shall forward such Item to the Account Owner.
 - 6) **Cash.** Cash sent to the Lockbox will not be deposited and will be forwarded to the Account Owner.
 - 7) **Alterations.** If Bank, in its sole discretion, determines that an Item has been altered, Bank shall forward such Item to the Account Owner. Bank will use commercially reasonable efforts to detect alterations and prevent deposits of altered Items. However, Bank shall have no liability whatsoever, notwithstanding anything to the contrary contained herein, for depositing Items containing an alteration of any kind.
- c. **Restrictive Notations.** Bank shall not be responsible or liable for identifying or failing to identify stale-dated and post-dated checks or checks specifying "Paid in Full" (or similar statements or restrictive notation). Account Owner understands and agrees that Bank makes no representation or warranty that it will apply an endorsement designed to preserve Account Owner's rights to collect the full amount owed or that any endorsement that applies to an Item will in fact preserve Account Owner's right to collect the full amount owed. Account Owner assumes all risks consequent to the negotiation of such Items.
- d. **Mailing Items and/or Remittance Materials.** If mutually agreed to in writing, Bank shall forward the Items(s) and/or Remittance Materials in various media formats including, but not limited to CDs, DVDs, reports, deposit slips, etc. to Account Owner. If an envelope sent to the Lockbox does not contain Items(s), Bank will mail such envelopes and any corresponding Remittance Materials to the Account Owner.
3. **Errors.** Bank's sole responsibility to Account Owner for an error caused by Bank in performing the Services shall be to process a correcting error after Bank has received timely notice of such error, and had a reasonable opportunity to research and resolve the error. If Account Owner fails to notify Bank of any error alleged to have been made by Bank within sixty (60) days of receipt of Account Owner's Account statement, Bank shall have no obligation to Account Owner to take any action with respect to such error.
4. **Termination by Bank.** Bank may terminate this Service at any time with or without prior notice to Account Owner if:
- a. Required to do so by law, regulation, or a bank regulatory authority;
 - b. Upon Account Owner's material breach of these terms and conditions, or any other agreement that also govern Account Owner's Accounts with Bank;
 - c. If the Account is closed for any reason, or there are insufficient funds in the Account for a period of five (5) days or longer;

- d. If Account Owner is dissolved, becomes insolvent, generally fails to pay or admits its inability to pay its debts when due, or Account Owner makes a general assignment for the benefit of creditors or files a petition in bankruptcy or similar official procedure of the windup of its business (or has such a petition filed against them) (except that in the event that the Account Owner is taken over by its prudential regulator, Bank will not automatically terminate this Service, but will issue a notice of default to the Account Owner, pending further review and discussion with the Account Owner and prudential regulator. Notwithstanding this, Bank may, in its sole discretion following review and discussion, terminate this Service for any reason); or
 - e. For any other reason that is not unlawful, in Bank's sole and absolute discretion.
5. **Termination by Account Owner.** Account Owner may terminate this Service at any time, upon sixty (60) days' prior notice to Bank.
 6. **Post-Termination.** Upon the termination of the Service, Bank will close the applicable Lockbox and will dispose of the mail addressed to the closed Lockbox in the matter agreed to in writing by Bank and Account Owner, for a period of no more than three (3) months after the closure date.
 7. **Fees.** All fees shall be paid in accordance with the terms of hereof and the Lockbox Business Fee Schedule, as may be amended from time to time. Bank may increase or adjust any and all Lockbox fees at any time, with twenty-one (21) days prior notice to Account Owner. Fees will be paid from the Account Owner's designated Account(s) maintained at Bank. If the Account is closed, you must contact us immediately to designate another Account. If you fail to designate an Account, we will apply any such fees to any Account at Bank on which Account Owner is an owner and that is subject to Bank's right of setoff.
 8. **Third Parties.** Account Owner acknowledges that Bank may contract (or has contracted) with one or more third parties to perform the Services hereunder.
 9. **Limitation of Liability.** Bank or its agent(s) will not be liable for (a) its failure to perform any of the obligations hereunder, or (b) lost, stolen or damaged Items, except in the event of gross negligence or willful misconduct. If, as a result of such gross negligence or willful misconduct, Bank is found liable by a court of competent jurisdiction for mishandling of an Item, Bank's liability to Account Owner shall be limited to the face amount of the Item involved. Notwithstanding anything herein, Bank shall not be liable to Account Owner's Customers for (a) failure to perform any of the obligations hereunder, (b) lost, stolen or damaged Items, or (c) any other claim, liability, loss, damage, etc. In no event shall Bank be liable for any indirect, incidental, special or consequential damages to any party by reason of the Services provided under these terms and conditions.
 10. **Continuation of Obligations.** Certain of the obligations associated with these terms and conditions that by their nature would continue beyond the termination of this Service shall survive such termination.

EXHIBIT I

MULTI-BUSINESS TRANSFER SERVICE

The Multi-Business Transfer (MBT) Service permits Authorized Representatives to use the System to transfer funds between accounts linked to the Customer's primary account ("Primary eTreasury Profile"). A Customer may have only one Primary eTreasury Profile.

To use the MBT Service, Customer must submit and the Bank must accept a Designation of Services Form that indicates (1) the accounts subject to the MBT Service and (2) the Primary eTreasury Profile to which these accounts will be linked.