

Agreement

- 1. Agreement.** This Business eStatement Delivery Agreement ("Agreement") is a contract that establishes the rules for delivery and acceptance of electronic statements ("eStatements") distributed by Lakeland Bank ("Bank") through its Business eStatement Delivery System ("System"). By accepting this Agreement or using this System, you agree to all the terms and conditions herein. The terms and conditions of the deposit agreements and disclosures governing each of your accounts at Bank, as well as any other agreements you may have with Bank, continue to apply notwithstanding anything to the contrary in the Agreement. The Bank may amend, modify or alter the terms and conditions herein at any time. Your continued use of the System following such changes constitutes your agreement to all the modified terms and conditions.
- 2. Definitions.** As used in the Agreement, the terms "we", "our", "us" and "Bank" mean Lakeland Bank. "You" and "your" refer to the Business seeking to enroll in the Services, and the representatives authorized to act on behalf of the Business. "Account(s)" means any account owned by Business enrolled in the Service. "Business" means the owner of the Account(s). "eStatement(s)" means the regular periodic Account statements to be distributed to you by Bank via the System. "Interested Party(ies)" means a party designated by the Business to receive eStatements for the Account through the System. "Service(s)" means the delivery and acceptance of eStatements through the System, including both the e-mail notification and the distribution of eStatements. "System" means the Bank's Business eStatement Delivery System. "Website" means www.lakelandbank.com.
- 3. Services.** You hereby request and authorize Bank to send an e-mail notice to you that your eStatement is available for viewing through System. You understand that an e-mail notice is provided as a convenience to you but is not required to access the 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 and Interested Parties are responsible for viewing your eStatements and neither you nor Interested Parties will receive paper Account statements. The Accounts that will receive eStatements are defined by you and can be changed by contacting us as indicated in the "Communication" section below. Not all Accounts you have with Bank may be eligible for the 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 through the System. The notification will inform you that your eStatement(s) are available for viewing online. In order to view your eStatement, you and Interested Parties must login to the System via the "Business eStatement" link on the Website. Your eStatement(s) will be available online for 18 months. You and Interested Parties 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 follow the procedure below for obtaining copies.

- 4. Access.** By completing the online enrollment form, you hereby acknowledge that you are authorized to act on behalf of the Business. If you are not authorized to act on behalf of the Business, you must not complete the enrollment process or accept this Agreement.

User IDs, along with System profiles, are registered to individual users and are not meant to be shared. If you give someone your User ID, password, or other login credentials, you are authorizing that person to use System, and you are responsible for all functions the person performs under your User ID. You agree that we are authorized to act on instructions received under your User ID and all instructions and information submitted under your User ID are presumed to be valid and authorized. We undertake no obligation to monitor activity via System to determine that the activity is made on your behalf.

You generally may use the System seven days a week, twenty-four hours a day, although the System services may not be available occasionally due to certain circumstances, including but not limited to emergency or scheduled System maintenance, interruption of data or communications circuits, inclement weather conditions or other emergency circumstances. We shall use our best efforts to post notice of any extended periods of non-

availability on the Website, but we shall not be responsible for any claims, fees, penalties or the like incurred by you related to such inability to access or utilize the System under such circumstances.

Bank may terminate the Service for you and/or any Interested Party upon the closure of the Account(s) or after a 12 month period of inactivity indicated by no valid logins. You agree that the period of inactivity is determined by the Bank and may be revised from time to time.

- 5. Service Requirements.** You and Interested Parties agree that you have and will maintain a valid System User ID and a valid e-mail address. In addition, you and Interested Parties affirm that you have access to the following computer software and hardware which is required to provide the Services to you:
- Windows 2000/XP/Vista/7 Operating System
 - Internet Explorer 6.0 or higher
 - Adobe Acrobat 5.0 or higher
 - Method to store eStatements, including printer, download capability, or sufficient memory and storage (disk drives, flash drive, optical or magnetic storage media)

Any changes to service requirements will be communicated by Bank. If such changes prevent you or Interested Parties from using the Service, you may cancel your participation in the Service immediately as detailed below.

- 6. Termination.** You may terminate the Service with respect to any Account at any time by contacting us as indicated below. You may also terminate any Interested Party at any time by contacting Bank as indicated below. Bank may also terminate the Service for you and/or any Interested Party at any time and for any reason without advance notice to you. Termination of the Service will result in Bank resuming mailing of your paper Account statements to the Account address on file with Bank and will restrict access to System, which includes access to the eStatement archive.
- 7. Obtaining a Paper Copy of Older Statements.** You have the right to obtain a paper copy of any eStatements older than 18 months. To obtain a paper copy, you must contact us as indicated in the "Communication" section below. Applicable statement production/replacement fees will apply and may be changed. Please refer to Bank's current separate fee schedule for applicable, up-to-date charges.
- 8. Interested Parties.** The Account owner may designate an Interested Party to receive access to the System and the Account eStatements by contacting us as indicated in the "Communication" section below. By designating an Interested Party: (a) you agree and acknowledge that each Interested Party you designate has your express permission to access the Account and to view and print the eStatements associated with the Account; (b) you agree to hold harmless Bank for any and all actions taken by any Interested Party with respect to the Account; (c) you agree to contact us immediately of your decision to remove or restrict the rights of any Interested Party; and (d) you agree that Bank will not be responsible or liable for any claims, damages, or costs of any kind or type, including consequential or incidental damages, arising from Interested Party's use of the Service or the Interested Party's access to the Account eStatements.
- 9. E-Mail Address.** You and Interested Parties agree to maintain a valid e-mail address to receive the eStatement notifications. You and Interested Parties agree to notify Bank immediately if you or any Interested Party are unable to access any of the information that has been delivered by Bank in through the System. If you or any Interested Party change your e-mail address, you must notify Bank by contacting us as indicated in the "Communication" section below. If any e-mail notification is returned to Bank as "undeliverable," Bank may terminate your participation in the Service. Bank is not responsible for investigating emails that are returned to Bank as "undeliverable."
- 10. Liability; Indemnification.** You and Interested Parties agree that the Bank will not be responsible or liable for any claims, damages or costs of any kind or type, including consequential or incidental damages, arising from: (a) Bank's performance of the Service; (b) unauthorized access to the System; (c) inability to access your eStatement(s) because of computer, e-mail or internet failures, or regularly scheduled or emergency maintenance periods; or (d) any costs associated with updating or modifying your hardware or software in order to access the System. You and Interested Parties further agree to hold harmless and indemnify Bank for

any and all claims, damages or costs of any kind or type arising due to your failure to comply with the terms and conditions of this Agreement, including adherence to the security obligations described in the following section.

11. Security. You and Interested Parties: (a) understand the importance of your role in preventing misuse of your Accounts through System; (b) agree to promptly examine your eStatement for each Account as soon as you receive it; (c) agree to protect the confidentiality of the Account(s) and each Account number; (d) understand that personal identification information by itself, or together with information related to the Account, may allow unauthorized access to the Account(s); (e) understand and agree that the User ID and password used by you and Interested Parties, along with the authentication image, authentication pass phrase, and security questions and/or computer recognition processes, are intended to provide security against unauthorized entry and access to the Account(s); (f) agree that properly logging off the System (by clicking the "Exit" button) is required to protect access to your profile and information related to your Accounts; (g) agree to protect access to System and to your e-mail program, including storing login/user IDs, multifactor authentication settings, and passwords in a secure location or committed to memory; and (h) agree to maintain at all times the computer or other device used to access System to protect against cyber attacks or other security risks by way of malware, spybots or other computer viruses, including but not limited to (i) utilizing commercially reasonable virus protection software; (ii) configuring computer/network firewall hardware/software; (iii) keeping up-to-date with operating system updates. Minimum password requirements are determined and set by the Bank, and may be revised from time to time. We require that you create a password that utilizes both alpha and numeric characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc. Data transferred via the System is encrypted in an effort to provide transmission security and System utilizes identification technology to verify that the sender and receiver of system transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you and Interested Parties acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the system, or e-mail transmitted to and from us, will not be monitored or read by others.

12. Communication. For questions about eStatements, please visit the Website or contact us as indicated below. Any requests for changes in enrollment or termination of this Agreement must be requested in writing as indicated below, or may be put into effect by you via the System, if available.

E-Mail: csr@lakelandbank.com
Mail: Lakeland Bank
Attn: eBanking Department
250 Oak Ridge Rd
Oak Ridge, NJ 07438
Telephone: (973) 948-9520
Facsimile: (973) 948-2578

13. Entire Agreement. This Agreement, together with the enrollment form, deposit agreement and fee schedule, constitutes the entire Agreement between the Bank and you with respect to the subject matter hereof and may not be amended or modified except in writing by the Bank. The terms and conditions of the deposit agreements and disclosures for each of your Accounts with Bank, and each of your loan agreements, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of New Jersey without giving effect to its conflict-of-law principles. Any disputes arising under this Agreement will be heard in any court of competent jurisdiction (state or federal) in the State of New Jersey.