



CARTER BANK & TRUST MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

This Master Treasury Management Services Agreement (“Agreement”) sets forth the terms and conditions on which Carter Bank & Trust (“us”, “we”, or “Bank”) will provide certain electronic banking and treasury management services to the party identified as “Customer” on the signature page hereto (“Customer” or “you”).

This Agreement contains two parts. The first part contains the general terms and conditions under which the Bank will provide selected electronic banking and treasury management services (“Service” or “Services”) to Customer. These general terms and conditions are set forth in Section A and, except as set forth in Section B, are applicable to all Services. Customer agrees to be legally bound by these general terms and conditions beginning on the date Customer selects any of the Services.

The second part of this Agreement contains additional terms and conditions applicable to Customer’s use of specific Services, as identified below. Customer shall be legally bound by the terms and conditions specifically applicable to a Service immediately upon Customer’s use of that Service.

Unless otherwise herein provided, for purposes of this Agreement, “Business Day” shall mean a day, other than a Saturday or Sunday, on which banks in the State in which the Services are to be provided are open for the general transaction of business.

Please check each Service for which Customer is applying:

- Business Online Banking Service (page___)
- ACH Funds Transfer Service (page___)
- Online Wire Transfer Service (page___)
- Remote Deposit Capture Service (page___)
- Line of Credit Sweep Service (page___)
- ACH Positive Pay Service (page___)
- Positive Pay Service (page___)
- Business Bill Payment Service (page_)
- Zero Balance Account Service (page_)
- Account Sweep Service (page_)

The Bank may provide Services which are not specifically included in this Agreement. By accepting any such Service, the Customer agrees: (i) to pay the fees/charges imposed by the Bank for such Services and (ii) that the Services will be governed by this Agreement as the same may be amended from time to time by the Bank.

A. General Terms and Conditions

1. SERVICES

(a) Customer hereby authorizes the Bank to make the Services available to each of the accounts identified in the Application, as the same may be updated from time to time (the "Accounts"). Customer may request Bank to include accounts of affiliated companies for access through the Services (i.e., companies in which Customer or its parent have direct or indirect majority ownership); provided, however, that Bank may, in its sole and absolute discretion, refuse to make the Services available to any such Accounts. Prior to making the Services available with respect to any Account, Customer shall provide evidence of due authorization by the account holder(s) in form and substance satisfactory to Bank. With respect to each Account identified in the Application, Customer represents and warrants that it is authorized to give such instructions and to have such Accounts included and shall deliver evidence of such authorization promptly upon request of Bank. All authorized signers on an affected Account must execute the Signature Card for the Account as a condition for Services to be accessible by or with respect to such Account.

(b) Customer's use of any Service shall constitute conclusive evidence of Customer's agreement to the terms and conditions set forth herein. Customer's continued use of a Service after a modification to the Service or a change in the terms of use of the Service becomes effective shall constitute conclusive evidence of Customer's agreement to such change or modification.

(c) This Agreement and the Deposit Account Agreement applicable to each Account, each as may be amended from time to time, contain the terms and conditions governing Bank's provision of each Service to Customer.

(d) Bank reserves the right to modify the Services from time to time without making prior notice to Customer; provided, however, Bank shall give Customer at least thirty (30) days' notice prior to making any modification to the Services that would materially alter their functionality; provided, further, that Bank may change the Services without prior notice if determined necessary to comply with applicable laws, regulations or rules or to maintain the security of the Services. Bank may establish security procedures that are not disclosed to Customer for the purpose of protecting against the wrongful use of the Services.

(e) Customer agrees to maintain Available Funds on deposit at all times in any Account for which Services are provided in an amount sufficient to cover in full all outgoing funds transfers, including but not limited to checks, wire transfers and Automated Clearing House entries, which are effected in connection with the Services or otherwise, and any fees applicable thereto. In the event Customer fails to maintain sufficient Available Funds on deposit, Bank may refuse to effect any outgoing funds transfer from the applicable Account and/or refuse to provide the Services to which such payment or reimbursement relates until sufficient funds are deposited or payment or reimbursement is received by Bank. Bank shall have the right, without prior notice or demand, to charge any of the Accounts to obtain payment of any amount due and payable to it. In the event there are insufficient immediately Available Funds in the Accounts to cover these transfers and/or obligations, Customer agrees to pay such obligations upon demand by immediate delivery of Available Funds and further agrees that Bank may, at its option, (a) overdraw the Accounts and charge Customer for the use of the funds, and/or (b) charge any other deposit account maintained by Customer at Bank to obtain such funds. For purposes of this Agreement, "Available Funds" means those funds that are collected and available through all deposit sources and channels and are not encumbered by any lien, hold, negotiable instrument, collection process, pending transfer or disbursement.

(f) Prior to or contemporaneously upon executing this Agreement, Customer has completed and delivered to Bank an Application, as the same may be amended or updated from time to time, identifying, among other things, the Accounts for which Services will be provided and, for applicable Services, from which funds transfers may be made. Customer undertakes and agrees to promptly update the information contained in Customer's Application on file with the Bank, as necessary to ensure such information is true, correct and complete at all times.

2. TERM

(a) Customer may terminate this Agreement at any time by written notice to Bank. Unless otherwise agreed by Bank, such termination shall be effective thirty (30) days following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement or any individual Service immediately upon providing written notice of such termination to Customer. Additionally, Bank may suspend or terminate any Service under this Agreement immediately and without prior notice if: (i) Customer breaches any agreement with Bank; (ii) Bank has reason to believe that the confidentiality of Customer's security code has been compromised; (iii) Bank has reason to believe that an unauthorized transaction has taken or may take place involving any of the Accounts or any Service; (iv) Customer becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (v) Bank is uncertain as to any person's authority to give Bank instructions regarding the Accounts or a Service.

(b) The termination of this Agreement shall not affect the rights or obligations of the parties that arose prior to termination.

3. EQUIPMENT AND SOFTWARE

Customer is responsible for providing and maintaining any equipment that may be necessary for the Services, such as telephones, terminals, modem and computers. Customer agrees to use equipment that is compatible with Bank's programs, systems and equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any computers or software that Customer uses in connection with the Services, even if Bank has previously approved their use. Bank makes no warranty, expressed or implied, including but not limited to, any implied warranty of fitness for a particular propose or of merchantability, with respect to the Services, any computer programs, equipment or software used by Customer. Customer agrees to comply with the terms of any software licenses used by Customer in connection with the Services. If Bank provides Customer equipment in order to allow Customer to receive the Services, Bank and Customer shall enter into a separate agreement with respect to such equipment.

4. ACCOUNTS

(a) Customer's Application for use of the Services, as updated from time to time, shall identify the Accounts that Customer wishes to access through the Services. Customer represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service and all other aspects of Customer's and Bank's performance of the Services have been duly authorized by all affected parties, including, without limitation, the account holder of each Account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank, upon reasonable demand, written authorization, in form and substance acceptable to Bank, evidencing that authority and Customer shall notify Bank immediately in writing of any change to that authorization. Customer further acknowledges and represents to Bank that each transfer or commingling of funds required or permitted by any Service does not violate Customer's or its subsidiaries or affiliates governance documents, policies or agreements, nor will it violate any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority.

(b) In its Application for Services, Customer shall identify individuals with the authority to use and access the Services on Customer's behalf (such individuals being referred to herein as "Authorized Users"). Customer assumes sole responsibility for actions of its Authorized Users. Bank shall be entitled to rely on any information or instructions provided to Bank from any Authorized User with respect to an applicable Service until Bank receives written notice from an authorized signer on the affected Account to revoke such Authorized User's authority. Any such notice shall be effective as soon as reasonably practicable.

(c) Customer agrees that this Agreement amends any other agreement, instruction or resolution requiring more than one person to act to withdraw funds from affected Accounts.

5. FEES

(a) Customer shall pay Bank the amount of each transaction and all fees which Bank may impose for the use of the applicable Services. Such fees shall be posted in Bank's fee schedules, and may be changed from time to time without prior notice to the Customer. Bank shall not be obligated to accept or initiate a funds transfer request unless Customer's Account contains a sufficient balance of Available Funds to cover all such amounts. Customer shall reimburse Bank for any out-of-pocket costs incurred by Bank in carrying out the instructions and requests given by Customer pursuant to this Agreement.

(b) Customer agrees that if a funds transfer request does not specifically designate the Account from which Bank's fees are to be debited, Bank may debit any account of the Customer at Bank.

(c) As security for its obligations under this Agreement, Customer hereby grants to Bank a security interest in all of the Customer's assets and personal property including, without limitation, all accounts maintained by Customer with Bank, including all amounts held in such accounts (including reserves) at any time and from time to time, whether now owned or existing or hereafter arising or acquired and wherever located, and all additions and accessions thereto, substitutions and replacements therefore, and the products and proceeds thereof. In addition, Customer further agrees that its obligations hereunder also shall be secured under each and every security agreement, mortgage, pledge or other collateral arrangement existing between Customer and Bank.

6. INFORMATION PROCESSING AND REPORTING

(a) Bank offers a number of Services that will require Bank to receive, process or import information involving Customer's Accounts and transactions. Bank shall not be responsible for determining the accuracy, timeliness or completeness of any information that Customer or others provide to Bank. Bank shall not have a duty to interpret the content of any data transmitted to Bank, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, Bank shall not be required by means of any security procedure or otherwise to detect errors in the transmission or content of any information the Bank receives from Customer or any third party.

(b) Customer assumes the sole responsibility for providing Bank with complete and accurate information in the format that Bank requires. Bank shall not be responsible for confirming such information or for monitoring or refusing to process duplicate instructions received from Customer or Customer's agents. For example, if Customer delivers to Bank a wire transfer instruction that is incorrect in any way, Customer agrees that Bank may charge Customer's Account for payment whether or not the error could have been detected by Bank. Bank shall not be obligated to detect errors in Customer's transfer or payment instructions.

(c) Customer must accurately describe the transaction beneficiaries, intermediary financial institutions, and the beneficiaries' financial institution and transfer and payment instructions. If Customer describes any beneficiary or institution inconsistently by name and number, Bank and other institutions may process the transactions solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

(d) Customer acknowledges that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur for example, due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange. Customer agrees to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank shall be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense. Customer agrees to maintain adequate back up files of the data Customer submits for a reasonable period of time, and in no event less than one (1) year, in order to facilitate any needed reconstruction of Customer's transactions, for example, in the event of a telecommunication failure. If Bank is unable to

provide a Service for any reason, Bank shall promptly inform Customer of the problem and take reasonable steps to resume processing.

(e) Bank reserves the right in its sole discretion from time to time to change applicable cut-off times applicable to each of the Services.

7. RELIANCE ON THIRD PARTIES

Bank's ability to provide certain Services is dependent upon Bank's ability to obtain or provide access to third party networks. In the event any third party network is unavailable and Bank determines, in its sole discretion, that it cannot continue providing any third party network access, Bank may discontinue the related Service or provide the Service through an alternate third party network. In such situations, Bank shall have no liability for the lack of availability or access of the affected Service. Bank shall not be responsible for any Services Customer receives from Bank's vendors.

8. SECURITY PROCEDURES

(a) Bank may provide Customer with operating procedures and manuals (collectively, "User Documentation") in connection with certain Services. Customer agrees to: (i) Comply with the User Documentation provided by Bank and any and all operating and security procedures agreed upon between Customer and the Bank; (ii) Establish and maintain procedures to assure the confidentiality of the identification codes, passwords, repetitive request numbers and other access procedures; (iii) Take reasonable steps to safeguard the confidentiality and security of the passwords, User Documentation and other proprietary property or information provided by Bank in connection with the Services; (iv) Closely and regularly monitor the activities of Customer's employees and agents who access the Service, including, without limitation, Authorized Users; (v) Develop and implement internal procedures to limit risk related to unauthorized accessing of the Services, including, but not limited to, changing the password of each Authorized User, not permitting Authorized Users to share their identification codes or passwords, deleting any identification codes of former Authorized Users who should no longer have access to a Service, not keeping, in any form or in any place, any list of passwords, and keeping every identification code and repetitive request number under secure conditions; (vi) Notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached; and (vii) In the event of an access breach, allow a third party, on behalf of the Bank, to examine and perform computer forensics on Customer's computers and networks to determine how the breach occurred and the extent of the breach, and to ensure Customer's computers and networks are secure.

(b) Each time Customer initiates a transfer, payment or performs another transaction using a Service, Customer agrees that the security procedures agreed upon between Customer and the Bank are commercially reasonable. Some of the Services allow Customer and its Authorized Users to set transaction limits and establish internal controls. Customer's failure to set such limitations and implement such controls increases Customer's exposure to, and responsibility for, unauthorized transactions. Customer agrees to be bound by any transfer of payment order that Bank receives through the Services, even if the order is not authorized by Customer, if it includes the appropriate password or is otherwise processed by Bank in accordance with the agreed upon security procedures applicable to such Service.

(c) Customer and Bank hereby agree that no security procedure for error detection has been established between them. The security procedure agreed upon in this Agreement and any applicable Schedule thereto, or set forth in any User Documentation, cannot, nor is intended to, detect errors. Customer is responsible for ensuring the accuracy of instructions delivered to Bank and Bank has no duty to verify the accuracy thereof, nor will it be liable for losses or damages arising out of instructions containing erroneous information.

(d) Customer is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. Customer warrants that such measures will include, but not be limited to, security technology (e.g., secure web-servers) that provides a minimum level of security

equivalent to 128-bit RC4 encryption technology for the entry and transmission of instructions over the Internet, and network security to safeguard account information and access from unauthorized parties.

(e) Each security procedure is strictly confidential and should not be disclosed by the Customer or an Authorized User to anyone else. The Customer covenants to establish and maintain adequate procedures to safeguard the security procedures, and if Customer has reason to believe that a security procedure has become known to any unauthorized person, the Customer shall immediately notify Bank by telephone call to the Bank's Deposit Operations Department at (888) 802-2652 (or such other number as may be designated by the Bank from time to time), followed up with an email notification to TreasurySupport@carterbankandtrust.com and a formal letter of such disclosure, signed by an Authorized User. Bank is expressly authorized to deliver security procedure materials to Authorized Users.

(f) Additionally, Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures detailed in this Agreement, its schedules and any User Documentation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

(g) Notwithstanding any provisions herein to the contrary, Bank may refrain from initiating a transfer if Bank believes that it may not have been authorized by the Customer or that there may be a security breach with respect to any Account(s) affected thereby.

9. LIABILITY FOR LOSS

(a) EXCEPT TO THE EXTENT APPLICABLE LAW PRECLUDES A WAIVER OF LIABILITY, CUSTOMER AGREES THAT BANK SHALL BE LIABLE ONLY FOR DAMAGES ARISING DIRECTLY FROM BANK'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DELAY, COST OR LIABILITY WHICH ARISES DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART FROM: (i) ANY ACTION OR OMISSION BY CUSTOMER, ITS AGENTS OR EMPLOYEES; (ii) ERRORS, ACTS OR FAILURES OF OTHERS TO ACT, INCLUDING, AMONG OTHER ENTITIES, BANKS, COMMUNICATIONS CARRIERS, CLEARING HOUSES, CUSTOMER'S AGENTS OR FEDERAL RESERVE BANKS, THROUGH WHICH TRANSFERS MAY BE MADE OR THROUGH WHICH BANK MAY RECEIVE OR TRANSMIT INFORMATION (NONE OF THE FOREGOING SHALL BE DEEMED BANK'S AGENT); (iii) NEGLIGENCE OF THE CUSTOMER, ITS AGENTS OR EMPLOYEES, OR BREACH OF ANY AGREEMENT WITH BANK BY CUSTOMER, ITS AGENTS OR EMPLOYEES; (iv) ANY AMBIGUITY, INACCURACY OR OMISSION IN ANY INSTRUCTION OR INFORMATION PROVIDED TO BANK; (v) ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS OR ITEMS DUE TO A BREAKDOWN IN ANY COMPUTER OR COMMUNICATIONS FACILITY; (vi) ACCIDENTS, STRIKES, LABOR DISPUTES, CIVIL UNREST, FIRE, FLOOD, WATER DAMAGE OR ACTS OF GOD; (vii) CAUSES BEYOND BANK'S REASONABLE CONTROL; (viii) THE APPLICATION OF ANY GOVERNMENT OR FUNDS-TRANSFER SYSTEM RULE, GUIDELINE, POLICY OR REGULATION; (ix) THE LACK OF AVAILABLE FUNDS IN AN AFFECTED ACCOUNT NECESSARY TO COMPLETE A TRANSACTION; (x) INABILITY OF BANK TO CONFIRM TO BANK'S SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON CUSTOMER'S BEHALF; OR (xi) FAILURE BY CUSTOMER, ITS AGENTS OR EMPLOYEES TO FOLLOW ANY APPLICABLE SOFTWARE MANUFACTURER'S RECOMMENDATIONS OR BANK'S SERVICE INSTRUCTIONS.

(b) Without limiting the generality of the foregoing, the Bank shall not be liable for any loss, damage or expense Customer may incur that arises out of or results from a "corporate account takeover." For purposes of this section, a "corporate account takeover" shall be deemed to occur when Customer fails to maintain adequate security controls on its computer and related systems, thereby allowing unauthorized access to Customer's on-line banking credentials, which results in origination of unauthorized funds transfers (either ACH entries or wire transfers) from an Account.

(c) In addition to the foregoing, there may be other limitations on Bank's liability as stated in in the applicable Deposit Account Agreement.

(d) Bank shall not be liable to Customer for any special, consequential, indirect or punitive damages, whether or not a claim for such damage is based on tort or contract law, and whether or not Bank knew or should have known the likelihood of such damages in any circumstance.

(e) Customer hereby releases Bank from any liability and agrees not to make any claim or bring any action against Bank for honoring or allowing any actions or transactions where Customer authorized the person performing the action or transaction to access the Account(s) and/or Customer has given its access codes to such person, or, in the case of a jointly held account such person is one of the owners of the Account. Customer agrees to indemnify and hold Bank harmless from and against any and all liability, including but not limited to, reasonable attorney's fees, accountant's fees and costs, arising from any such claims or actions.

(f) Any claim, action or proceeding by Customer to enforce the terms of this Agreement or to recover for any Service related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs, unless a shorter period of time is provided by law or other agreement between Customer and the Bank. Customer agrees to cooperate with Bank in any loss or recovery efforts Bank undertakes to reduce any liability that arises in connection with the Services.

(g) Customer acknowledges that the fees for the Services have been established in contemplation of these limitations on Bank's liability, Customer's agreement to review statements, confirmations and notices promptly and to notify Bank immediately of any discrepancies and problems, and Customer's agreement to assist Bank in any loss recovery effort. In addition, in the event that the Bank determines that any account has been compromised, Customer agrees to follow Bank protocol which may include at the Bank's discretion closing the account or adding Positive Pay Services, ACH Positive Pay Services or other Services to address the issue. In the event of the addition of any Services, Customer agrees to pay all customary Bank fees for such Services.

10. INDEMNIFICATION

Customer agrees to indemnify, defend and to hold Bank, its parent, affiliates and subsidiaries and respective directors, officers, employees and agents harmless from and against any claim, damage, loss, liability and costs including, but not limited to, attorney's fees and accountant's fees, of any kind, which results, directly or indirectly, in whole or in part, from Bank's actions or omissions if conducted in accordance with Customer's instructions or the terms of this Agreement, or actions or omissions by Customer, Customer's agents or employees.

11. RECORDS

The Bank's performance of any Service will not relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices customarily followed by businesses similar to Customer's. Customer shall retain and provide to Bank, promptly upon request, all information necessary to remake or reconstruct any deposit, transmission, file, entry or other order affecting any of the Services covered by this Agreement.

12. RESERVE ACCOUNT

(a) Customer shall immediately reimburse the Bank for any shortfalls that occur due to nonsufficient funds in an Account. The Bank reserves the right to suspend any Service, including, without limitation, refusing to process a transfer of funds or delaying the availability of funds for deposit, without prior written notice to Customer if, in its sole discretion, the Bank deems itself at financial or relative risk for any and all Services performed under this Agreement.

(b) As an express condition to providing Services to Customer hereunder, the Bank may, at any time and from time to time, require Customer to maintain a separate settlement reserve account of an amount to be determined by the Bank in its sole and absolute discretion (the "Settlement Reserve"). This Settlement Reserve will be deposited in a non-interest bearing account at the Bank separate from any applicable Customer Account for exclusive use by the Bank for purposes of offsetting Customer's obligations under this Agreement. If Customer's Settlement Reserve falls below the required amount, Customer authorizes the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to any account of Customer maintained with the Bank or by a direct deposit to the Settlement Reserve. Customer grants the Bank a security interest in any Settlement Reserve so that the Bank may enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement until such time as all transactions have cleared and during which time the Bank's security interest shall continue.

13 ARBITRATION

(a) The Customer and the Bank agree that, at the request of either party, any and all claims, disputes or controversies between the parties, and any claim by either party against the other (or the employees, officers, directors, agents or assigns of the other) and any claim arising from or relating to the Services, this Agreement, this agreement to arbitrate all disputes, Customer's agreement not to bring, join or participate in any purported class action or representative proceeding, regarding including but not limited to alleging fraud or misrepresentation, whether under the common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes as to the matters subject to arbitration, or otherwise, shall be resolved by binding individual (and not joint) arbitration by the American Arbitration Association ("AAA"). The arbitrator(s) will decide if any inconsistency exists between AAA rules and these arbitration provisions contained herein. If any such inconsistency exists, the arbitration provisions contained herein will control and supersede the AAA rules.

(b) Except to the extent that federal law preempts state law, the parties agree that the arbitrator(s) shall give effect to the governing law provision of Section A.15. below.

(c) This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office, on the World Wide Web at www.adr.org, or by telephone at 1.877.495.4185, or at American Arbitration Association, Case Filing Services, 1101 Lauren Oak Road, Suite 100, Voorhees, New Jersey 08043. This arbitration agreement is made pursuant to a transaction by the Federal Arbitration Act, 9 USC Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT IT WILL NOT BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AS TO ANY CLAIM, DISPUTE OR CONTROVERSY CUSTOMER MAY HAVE AGAINST BANK OR BANK'S EMPLOYEES, OFFICERS, DIRECTORS, SERVICERS, AGENTS AND ASSIGNS. CUSTOMER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE CUSTOMER AS A PARTICIPANT IN THE SUIT. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY OF CUSTOMER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY, AND NOT AS A CLASS ACTION, IN BINDING ARBITRATION, OR OTHERWISE, AS PROVIDED ABOVE.

(d) Customer acknowledges that by submitting to arbitration Customer is giving up its right to go to court to assert or defend its rights under this Agreement (except for matters that may be taken to small claims court). Customer is aware that its rights will be determined by a neutral arbitrator(s) and not a judge or jury. An arbitrator's decision is as enforceable as any court order and is subject to a very limited review by a court. Customer understands that it is entitled to a fair hearing, but that the arbitration procedures are simpler and more limited than rules applicable in court.

(e) This arbitration provision shall survive: (i) Termination or changes in the Agreement, the Services, any descriptions of the Services, the Account(s) or the relationship between Bank and Customer concerning the Account(s); (ii) The bankruptcy of any parties; and (iii) Any transfer, sale or assignment of Customer's Account, or amounts owed on Customer's Account, to any other person or entity.

14. NOTICES

(a) Customer agrees to notify Bank immediately if Customer discovers: (i) Any error or discrepancy between Customer's records and the information Bank provides to Customer about the Accounts or transactions, in a statement, confirmation, electronic report or through any other means; (ii) Unauthorized transactions involving any other account; (iii) A breach in the confidentiality of the security procedures, password or User Documentation; or (iv) Other problems related to the Services.

(b) Except as otherwise provided herein, Customer must send Bank a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time, not to exceed fifteen (15) days from the date Customer first discovers the problem or receive information reflecting the problem, whichever occurs first. Notices to Bank must be sent to Carter Bank & Trust, Attn: Treasury Management Services, 1201 Battleground Avenue, Greensboro, NC 27408. Bank will provide notices to Customer at the statement, email or mailing address shown for Customer in Bank's deposit records.

15. GOVERNING LAW; JURISDICTION

This Agreement is governed, construed and enforced under the internal laws of the State in which the Accounts are located. Subject to the provisions of Section A.13. above, the parties expressly agree that the exclusive jurisdiction and venue of any lawsuit arising from or related to this Agreement or the services described herein shall rest solely with the State Courts in Guilford County, North Carolina.

16. AMENDMENTS

The provisions of this Agreement may, at any time or times, be unilaterally modified or amended by Bank, after providing Customer with such notice, either written or electronically, thereof as may be required by applicable law. If Customer uses any Services provided for by this Agreement after receipt of such notice of such modification or amendment, such use shall be deemed to constitute agreement to the terms of the modification or amendment. Otherwise, no modification or amendment of this Agreement or of any covenant or condition herein shall be valid unless in writing, duly signed by all parties hereto.

17. SUCCESSORS AND ASSIGNS

Customer may not assign this Agreement or any of its right or duties hereunder without the Bank's prior written consent.

18. INTEGRATION CLAUSE

Bank and Customer hereby acknowledge and agree that the terms set forth in this Agreement, the Deposit Account Agreement(s) and any document referenced therein, as the same may be amended or supplemented in accordance with their terms, constitute the entire agreement of the parties as it relates to the Services.

19. CAPTIONS

The use of headings and/or captions in this Agreement is for convenience only and is not part of this Agreement; accordingly, they shall not affect the meaning or interpretation of any of the provisions hereto.

20. SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

21. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but of which together shall constitute one and the same instrument.

22. CONSENT TO AUDIT

The Bank may periodically conduct an audit for compliance with applicable laws, regulations, operating rules, including NACHA Rules, mitigation of risk and the terms of this Agreement. Customer agrees to cooperate by making itself, its premises, documentation and due diligence processes and procedures available to the Bank and to provide any other information that may be necessary or appropriate so that the Bank can complete the audit.

23. ELECTRONIC COMMUNICATIONS

If the customer uses any electronic banking service or Online Banking service, it agrees that any and all disclosures and communications regarding those services or this Agreement may be made electronically, by posting to the Bank website in accordance with applicable law. Any electronic disclosure or communication the Bank makes will be considered made when transmitted by the Bank and any disclosure or communication the Bank makes by posting to its website will be considered made when posted by the Bank.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Carter Bank & Trust

By: _____

Name: _____

Title: _____

Date: _____

(Name of Customer)

By: _____

Name: _____

Title: _____

Date: _____

EIN: _____

B. TERMS AND CONDITIONS APPLICABLE TO SPECIFIC SERVICES

The following sets forth the terms and conditions applicable to each specific Service as set forth below.

1. BUSINESS ONLINE BANKING SERVICE.

(a) Purpose. Customer desires to view and access Account information over the Internet and be permitted to transfer funds between accounts maintained at the Bank, and Bank is willing to provide such Service (known as Business Online Banking) on the terms and conditions set forth in this Section B.1.

(b) Eligible Accounts. Accounts that are eligible for Business Online Banking include checking, savings, certificates of deposit and loan accounts maintained at the Bank. Types of accounts that qualify as eligible accounts may change from time to time, at the Bank's sole and absolute discretion. A current listing of eligible accounts can be obtained from Bank.

(c) Services. Business Online Banking can be used to conduct any of the following services via the Internet:

(i) Obtain balances and transaction histories on all eligible accounts enrolled in Business Online Banking. All account balances and transaction histories are intended to reflect real-time activity; however, Bank does not guarantee the accuracy of the information presented. The accuracy of such information is sometimes subject to transmission of data from third parties. Such material is presented for informational purposes only and is not to be considered as official bank records and they are not a replacement of or substitute for Customer statements. Bank makes no warranties that the information presented for viewing via the Business Online Banking service will be uninterrupted, timely or error-free.

(ii) Transfer money between eligible accounts. The number of transfers Customer can make from an Account is limited as described in the applicable Deposit Account Agreement. In addition, if a hold is placed on any funds deposited in an eligible Account, Customer may not transfer the portion of funds being held until that hold expires.

(iii) Transfer money to pay Bank for overdraft protection, consumer loans, home equity loans, or certain other eligible loans, as determined by the Bank from time to time.

(d) Transaction Entry. Customer is responsible for the proper entry of any transaction entered through the Business Online Banking Service, including, but not limited to, correctly keying into the system information related to the transaction.

(e) Availability. Bank shall endeavor to make its Business Online Banking service available for inquiry and transaction processing 24 hours per day, 7 days per week. These hours are subject to change at the Bank's discretion. However, at certain times, some or all of Business Online Banking services may not be available due to system maintenance or reasons beyond Bank's control. Bank does not warrant that this Service will be available at all times. When unavailable, Customer may visit a branch of the Bank, or call Bank's office to conduct transactions.

(f) Acceptance of Transactions; Deadlines. A Customer transaction request is considered accepted by the Bank when the Bank executes it. If a Customer's request for a funds transfer is received prior to the Bank's deadline for such a transfer it will be executed by the Bank that Business Day. A Customer transaction request received by the Bank after the Bank's deadline for such a transfer may be executed the next Business Day. Funds transfer deadlines are posted by the Bank and are subject to change from time to time at the sole discretion of the Bank.

2. ACH FUNDS TRANSFER SERVICE

1. Purpose. Customer wishes to initiate or arrange for the initiation of electronic credit and/or debit Entries by means of the Automated Clearing House (“ACH”) Network and pursuant to the terms of this Agreement and the National Automated Clearing House Association (“NACHA”) Operating Rules and Guidelines, as the same may be amended from time to time (the “Rules”), and Bank is willing to act as an Originating Depository Financial Institution (as defined in the Rules) with respect to such transactions.

2. Definitions. Unless otherwise defined in this Agreement, capitalized terms in this Section B.2. shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also include all data and information received from Customer hereunder from which Bank prepares Entries.

3. Entries.

(i) Submission by Customer. Customer shall prepare and submit to Bank, at the locations and in compliance with the format and schedules from time to time designated by Bank, detailed information with respect to Entries it desires to effectuate. Customer shall designate an effective date for each Entry (the “Effective Entry Date”). Customer is solely responsible for the accuracy, both as to content and form, of any information it submits to Bank. If any information is not readable, out of balance or incapable of being processed for any reason, it is the responsibility of the Customer to correct and resubmit the information to Bank.

(ii) Verification by Customer. Customer must adhere to Bank procedures regarding verification of each file submission. It is the responsibility of the Customer to complete the verification process. Failure to do so could result in a delay with processing the file.

(iii) Processing by Bank. Except as provided in Sections 1(e) and (f), Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank of Philadelphia (the “ACH Operator”) acting as an Automated Clearing House Operator and (iii) settle for such Entries as provided in the Rules.

(iv) Transmission by Bank.

a. Bank shall transmit such Entries to the ACH Operator two (2) Business Days prior to the Effective Entry Date shown for credit Entries and one (1) Business Day prior to the Effective Entry Date shown for debit Entries, provided, in each case, (i) the ACH Operator is open for business on such Business Day and (ii) such Entries are received by the Bank’s deadline as set by the Bank and subject to change from time to time. For purposes of this Agreement, Entries shall be deemed received by Bank when the transmission is completed according to Bank specifications and the agreed upon security procedures set forth hereto and in the application/set up sheet.

b. If any of the requirements of subsection (c)(iii)(a) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator on which the ACH Operator is open for business.

c. From time to time the Bank may adjust the deadline due to closures or early dismissals as a result of a recognized Federal holiday, severe weather, or any other unforeseen occurrences.

4. Loss of Data. Bank shall not be liable for any loss as a result of data provided to Bank by a third party on behalf of Customer, including, but not limited to, any loss due to delays and data errors.

5. Entry Received for Credit. Except as provided in Section 1(f), in the case of an Entry received for credit to an account maintained with Bank (an “On-Us Entry”), Bank shall credit 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 Section 1(c)(iii)(a) are met. If

either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date.

6. Rejection of an Entry.

(i) Bank may reject any Entry which does not comply with the requirements of this Agreement or the Rules. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules.

(ii) Bank shall have the right to reject any Entry if the Customer has failed to comply with any Account balance or reserve obligations agreed upon between the Bank and Customer or if Customer shall be in default with respect to any extension of credit made by Bank to Customer. Bank shall notify Customer by phone of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. 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.

(iii) In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of Customer to remake such Entries, unless the rejection was due to an error caused by Bank, in which case Bank shall be responsible for remaking the file.

7. Cancellation or Amendment of an Entry.

(i) Except for those instances, if any, in which a mandatory right is conferred by the Rules, Customer shall have no right to the cancellation or amendment of an Entry or file, to require the return of or adjustment to an Entry or to stop the payment or posting of an Entry, once the Entry or file has been received by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation or amendment of an Entry if the request is received by Bank prior to its transmittal of the Entry or, in the case of an On-Us Entry, prior to its crediting the Receiver's account. However, Bank shall have no liability to Customer if such cancellation or amendment is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect Customer's request for the cancellation or amendment of an Entry.

(ii) 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 be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer.

(iii) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry whether or not that Entry was erroneous in any respect or that error could have been detected by Bank.

8. Reinitiation of Entries. The Customer may not reinitiate Entries except as prescribed by the Rules.

9. Notifications of Change. Bank shall notify Customer of all Notifications of Change received by Bank related to Entries transmitted by the Customer by electronic mail no later than two (2) Business Days after the Settlement Date. The Customer shall ensure that changes requested by Notifications of Change are made within six (6) Business Days of the Customer's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.

10. Payment by Customer for Entries; Payment by ODFI for Entries.

(i) Customer shall pay Bank the amount of each credit Entry (including On-Us Entries) transmitted by Bank pursuant to this Agreement at such time on the date of transmittal by Bank of such credit Entry as the Bank, at its discretion, may determine. Bank reserves the right to require that Customer pay Bank in immediately available funds

prior to the time of initiation or at any time prior to settlement the amount of each credit Entry initiated by Customer pursuant to this Agreement.

(ii) Customer shall pay Bank the amount of each debit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

(iii) Bank shall pay Customer the amount of each debit Entry (including On-Ups Entries) transmitted by the Bank pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Bank, at its discretion, may determine.

(iv) The Bank shall promptly pay the Customer the amount of each credit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

11. Customer as Third Party Service Provider. If Customer is acting as a Third-Party Service Provider, Customer represents and warrants to Bank that Customer has written agreement with each of its clients for which Customer is processing and transmitting Entries through Bank. Such agreements shall include client's authorization for Customer to transmit the Credit Entries to Bank on behalf of such client, client's agreement to be bound by and subject to the Rules, client's agreement to Customer's procedures and processing requirements that will ensure compliance with the requirements of the Rules, client's acknowledgement and assumption of its obligations under the Rules as an Originator, and client's acknowledgment that Entries may not be initiated in violation of the laws of the United States.

12. Exposure Limit. The total dollar amount of Entries transmitted, frequency of origination and payment application debits or credits originated by Customer to Bank shall comply with limits established by the Bank from time to time. Entries exceeding the applicable exposure limits may be rejected or suspended in Bank's sole and absolute discretion.

13. Prefunding. A Prefunded ACH applies a debit to the Customer's funding account on the same day the Customer sends a file. Customer may Prefund Customer's credit originations by maintaining a sufficient balance of actually and finally collected funds in Customer's account. Unless Customer indicates that it will prefund another way and is approved by the Bank, Customer authorizes the Bank, prior to processing the items, to deduct from Customer's accounts the amounts needed to Prefund ACH credits. If Customer fails or refuses to prefund the full amounts of its ACH credits in a cycle, the Bank may, in its discretion, refuse to process items that have not been prefunded. If Customer Prefunds the ACH credits, Customer's obligation to settle with respect of the Prefunded ACH credit items up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by the obligation of the Bank to settle the Prefunded items on the Settlement Date, but only to the extent the prefunding of the ACH credits are represented by final collected funds.

14. Security Procedures. A security procedure set forth hereto has been offered to Customer by Bank with respect to the Entries initiated by Customer based upon the circumstances of Customer made known by Customer to Bank, including the size, type and frequency of Entries initiated by Customer, and alternative security procedures in general use by similarly situated customers and financial institutions, and Customer has reviewed and accepted the security procedure as a commercially reasonable method of providing security against unauthorized Entries. Customer and Bank shall comply with the security procedure requirements described in Section A and in the application/set up sheet with respect to Entries transmitted by Customer to Bank. Customer acknowledges that the Bank has the right to change its security procedures from time to time and agrees to comply with and be bound by such changes.

15. Customer's Representations and Warranties.

(i) Customer makes the same warranties to Bank as Bank is deemed by the Rules to make with respect to Entries originated by Customer. Without limiting the foregoing, Customer represents to Bank and warrants that (i) each Entry when initiated pursuant to this Agreement is properly authorized by Customer, (ii) each person shown as a Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its

account in the amount and on the Effective Entry Date shown on such Entry, and such Authorization is operative at the time of transmittal or crediting by Bank as provided herein, (iii) each credit Entry is timely, (iv) at the time the Entry is transmitted to Bank, Customer's Authorization has not been revoked, neither Customer nor Bank has terminated this Agreement, and Customer has no knowledge of the revocation of the Receiver's Authorization or of the termination of the arrangement between the Receiving Depository Financial Institution (RDFI) and the Receiver concerning the Entry, (v) that payment of an Entry by a RDFI to the Receiver is provisional until receipt of the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the Rules 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 the Customer shall be deemed to have paid the amount of the Entry, (vi) no Entry initiated by Customer shall violate the laws of the United States and the total dollar amount of all Entries initiated by the Customer on any one day shall not exceed the Customer's ACH exposure limit with the Bank, (vii) Customer shall perform its obligations under this Agreement in accordance with applicable laws and regulations, and (viii) all information transmitted by Customer hereunder to Bank is accurate.

(ii) In addition to the foregoing, with respect to debit Entries, Customer represents to Bank and warrants that (a) each debit Entry is for an amount which on the Settlement Date will be due and owing to Customer directly or as authorized agent from the Receiver and is for a sum specified by the Receiver to be paid to Customer, or is to correct a previously transmitted erroneous credit Entry; (b) Customer has received a signed Authorization from the client, with a copy thereof given to the client, authorizing Customer to make prearranged debits from the client's bank account; (c) each Entry initiated by Customer is in accordance with the Authorization, and Customer has complied with the Rules with respect to same, including retention of the original or a copy of such Authorization; (d) Customer shall perform its obligations under this Agreement and all applicable laws and regulations, including the sanctions administered by Office of Foreign Assets Control ("OFAC"); (e) Customer is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to, the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E. and in particular 12 C. F. R. 205. 10(b) and (d), as currently in effect and as amended; and (f) at the time a debit Entry is processed by Bank, the Authorization has not been terminated with respect to such Entry.

16. Notification.

(i) Bank shall notify Customer by phone or electronic transmission 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. 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. Returns will be monitored for excessive activity. Customer agrees to work with the Bank should Customer have returns deemed to be excessive or if the Bank receives notice from any regulatory or governing body of excessive returns.

(ii) Bank shall notify Customer by mail of the receipt of a returned Entry by the request of the Receiver due to an alleged error or an entry sent after the Receiver has revoked the authorization. Customer will promptly provide immediate Available Funds to indemnify the Bank if any debit Entry is rejected after the Bank has permitted the Customer to withdraw immediately Available Funds in the amount thereof or if any adjustment memorandum that relates to any such Entry is received by the Bank. Customer will comply with Regulation E involving alleged errors on consumer accounts.

(iii) Bank shall notify Customer of all notifications of changes received by Bank related to Entries transmitted by Customer (by phone or fax), no later than two (2) Business Days after receipt thereof.

17. Customer Acknowledgement. Customer has access to a copy of the Rules, acknowledges receipt of a copy, or may purchase a copy if they so desire. Customer agrees to comply with and be bound by the Rules and comply with all applicable laws, regulations and policies or procedures established by Bank from time to time and applicable to the transactions governed by this Agreement. In the event Customer violates any of the applicable Rules and NACHA imposes

a fine on Bank because of Customer's violation, Bank may charge the fine to Customer. Bank agrees to inform Customer of revisions to the Rules of which the Bank has knowledge.

18. Transmittal of Entries by Customer. Customer shall transmit to Bank only those credit or debit Entries having such Standard Entry Class Codes as Bank shall have agreed to accept from Customer as conclusively evidenced by the fully executed Application on file with Bank, and in all events in compliance with the formatting and other requirements set forth in the application/set up sheet. Customer authorizes Bank to transmit all Entries received by Bank from Customer in accordance with the terms of this Agreement, and to credit or debit such Entries to the specified accounts.

19. Corporate Payment Applications Entries (CCD). The following provisions apply to Entries containing SEC Code CCD (Corporate Credit or Debit Entry).

(i) Pre-notifications. Customer will send pre-notifications six (6) Business Days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to Bank in the format and on the medium provided in the Rules and instructions provided by the Bank. Should Customer receive notice that any such pre-notification has been rejected by a Receiving Depository Financial Institution or the ACH Operator, Entries shall not be initiated. Should Customer receive a Notification of Change from a Receiving Depository Financial Institution, such Entries shall not be initiated unless the requested changes have been made.

(ii) Uniform Commercial Code Article 4A (UCC-4A) Disclosure. In regard to the origination of "wholesale credit" Entries, (defined as incoming corporate ACH credit transfers containing SEC Codes "CCD" and "CTX"), the following disclosure is provided:

- a. the Entry may be transmitted through the ACH;
- b. the rights and obligations of Customer concerning the Entry shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia;
- c. credit given by the Receiving Depository Financial Institution to the Receiver for the Entry is provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A403(a) of the UCC Article 4A; and
- d. if the Receiving Depository Financial Institution does not receive such payment for the Entry, the Receiving Depository Financial Institution is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and Customer will not be considered to have paid the amount of the credit Entry to the Receiver.

(iii) Reporting Requirement. Bank will provide reporting information to NACHA for Customer regarding CCD debit Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

20. Consumer Payments Entries (PPD). The following provisions apply to debit Entries containing SEC Code PPD (Prearranged Consumer Payments).

(i) Assumption of ODFI Warranties. Customer warrants to Bank that Customer makes the warranties and assumes the liabilities of Bank under the PPD rules, including ensuring the Originator:

a. Obtains authorization for PPD Entries in accordance with the Rules and all applicable laws and regulations and shall retain a record of the authorization for a period of two (2) years from the termination or revocation of the authorization. Customer shall, upon request within two (2) Business Days, provide Bank an original or copy of the Receiver's authorization for PPD Entries;

b. Will send pre-notifications six (6) Business Days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to Bank in the format and on the medium provided in the Rules instructions provided by the Bank. Should Customer receive notice that any such pre-notification has been rejected by a Receiving Depository Financial Institution or the ACH Operator, Entries shall not be initiated. Should Customer receive a Notification

of Change from a Receiving Depository Financial Institution, such Entries shall not be initiated unless the requested changes have been made;

c. Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the authorization indicates variable amounts; and

d. Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

(ii) Reporting Requirement. Bank will provide reporting information to NACHA for Customer regarding PPD Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

21. Direct Deposit Entries (PPD). The following provisions apply to credit Entries containing SEC Code PPD (Prearranged Consumer Deposits).

(i) Authorization. Customer shall obtain authorization for PPD Entries in accordance with the Rules and all applicable laws and regulations and shall retain a record of the authorization for a period of two (2) years from the termination or revocation of the authorization. Customer shall, upon request within two (2) Business Days, provide Bank an original or copy of the Receiver's authorization for PPD Entries.

(ii) Pre-notifications. Customer will send pre-notifications six (6) Business Days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to Bank in the format and on the medium provided in the Rules and instructions provided by the Bank. Should Customer receive notice that any such pre-notification has been rejected by a Receiving Depository Financial Institution or the ACH Operator, Entries shall not be initiated. Should Customer receive a Notification of Change from a Receiving Depository Financial Institution, such Entries shall not be initiated unless the requested changes have been made.

(iii) Reporting Requirement. Bank will provide reporting information to NACHA for Customer regarding PPD Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

22. Accounts Receivable Entries (ARC). The following provisions apply to debit Entries containing SEC Code ARC (Accounts Receivable).

(i) Notification. Customer will provide notice(s) prior to receiving the source document (i.e., check or sharedraft) in accordance with the Rules.

(ii) Eligibility Requirements. Customer will initiate an ARC Entry only if the source document meets the definition of an Eligible Source Document in accordance with the Rules.

(iii) Entry Information. Customer will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.

(iv) Eligible Source Document. Customer shall retain a reproducible front copy of the source document for two (2) years from the Settlement Date of the ARC Entry. Customer will provide Bank with a copy of the item within two (2) Business Days upon request. Customer will ensure that the source document to which the ARC Entry relates is not presented for payment. Customer will employ commercially reasonable methods to securely store the source document and banking information related to the ARC Entry until destruction.

(v) Reporting Requirement. Bank will provide reporting information to NACHA for Customer regarding ARC Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

23. Back Office Conversion Entries (BOC). The following provisions apply to debit Entries containing SEC Code BOC (Back Office Conversion Entries).

(i) Notification. Customer will provide notice(s) prior to receiving the source document (i.e., check or draft) in accordance with the Rules.

(ii) Eligibility Requirements. Customer will initiate a BOC Entry only if the source document meets the definition of an Eligible Source Document in accordance with the Rules.

(iii) Entry Information. Customer will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.

(iv) Receiver Identification. Customer will employ commercially reasonable methods to verify the identity of the Receiver.

(v) Working Telephone Number. Customer will maintain a working telephone number that is answered during normal business hours for Receiver inquiries.

(vi) Eligible Source Document. Customer shall retain a reproducible front copy of the source document for two (2) years from the Settlement Date of the BOC Entry. Customer will provide Bank with a copy of the item within two (2) Business Days upon request. Customer will ensure that the source document to which the BOC Entry relates is not presented for payment. Customer will employ commercially reasonable methods to securely store the source document and banking information related to the BOC Entry until destruction.

(vii) Reporting Requirement. Bank will provide reporting information to NACHA for Customer regarding BOC Entries whose return rate for unauthorized Entries exceeds 1% as required by the Rules.

3. ONLINE WIRE TRANSFER SERVICE

(a) Purpose. Customer desires to use the online wire transfer services offered by Bank, which allows the Customer to wire funds to any permitted financial institution via submission of an online wire transfer request (an "Online Wire Transfer"), and Bank is agreeable to providing such services on the terms and conditions set forth herein.

(b) Definitions. For purposes of this Section B.3., "Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation. "Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time. "Repetitive Transfer" means wire transfers in which the receiving Bank, payee, and account are the same for each transfer, and only the transfer date and amount vary. "Request" means a Customer's request to Bank for an Online Wire Transfer, or for a cancellation or amendment of an Online Wire Transfer, made in the name, or having the unique identifier, of Customer as sender requesting that funds belonging to, or under the control of Customer to be transferred to a specified account or beneficiary. Capitalized terms used in this Section B.3., but not defined in this Section B.3. or Section A, shall have the meaning assigned to them by applicable State law or, if none, by Federal Reserve Board Regulation J.

(c) Wire Transfers. Subject to Bank's normal Business Day cutoff hours and other deadlines, whether legal, regulatory, or contractual, Customer hereby authorizes and directs Bank, whenever Bank receives from Customer a Request which, on its face, complies with the security procedure established in Section A to this Agreement and the application/set up for this product, to initiate a Request from Customer's Accounts identified in Customer's Application on file with the Bank submitted to any account maintained by Customer or to a third-party beneficiary designated in the Request. Customer agrees to assume full responsibility for all transfers ordered by Authorized Users identified in its Application and made on Customer's behalf by Bank. Bank shall be conclusively deemed to have discharged its duties to act in good faith and to exercise ordinary care if it has followed the established security procedures as outlined in the application/set up sheet.

(d) Online Wire Transfer Requests.

(i) Online Wire Transfer requests shall only be communicated to Bank via submission through the Bank's Business Online Banking service. Bank reserves the right to process Online Wire Transfer requests, in such order as is determined by Bank, at its sole discretion. Bank further reserves the right to reject or delay acceptance and/or execution of any Online Wire Transfer request which Bank determines is unclear, incomplete or otherwise unsatisfactory to Bank. Online Wire Transfer requests are considered accepted by the Bank when executed by the Bank.

(ii) Customer agrees that Bank has the right to reject any Online Wire Transfer request for any reason, without limitation, provided the Bank acts in good faith with reasonable cause to reject the request. If Bank rejects any request, Bank shall endeavor to notify Customer, as soon as is reasonably possible, by any reasonable method selected by Bank. Bank shall have no liability whatsoever to Customer by reason of the rejection of any such request, or the fact that such notice was not given at an earlier time. Bank shall not be liable to the Customer for interest compensation as a result of failure to give or delay in giving such notice. Customer agrees that this procedure constitutes a commercially reasonable means of notice.

(iii) Bank may condition its acceptance and/or execution or amendment of an Online Wire Transfer request by any request it deems necessary or reasonable, including, but not limited to: (i) receipt of adequate information reasonably identifying the original Online Wire Transfer request; (ii) an indemnity or bond holding Bank harmless from any and all liability arising from Bank's execution of the amendment or cancellation; (iii) Bank's receipt of sufficient notice to provide it with a reasonable opportunity to act; and (iv) compliance with the security procedure described in Section A of this agreement and on the application/set up sheet.

(e) Beneficiary and Intermediary. For each Online Wire Transfer request, Customer shall be solely responsible for correctly providing, by number and name, the beneficiary's account and the beneficiary's bank. Furthermore, Bank may, at its discretion, require Customer to select and identify in an Online Wire Transfer request the intermediary bank(s) to be used in the request. Customer understands that the numbers assigned to banks and to the accounts of beneficiaries are critical to the Online Wire Transfer function. Bank shall rely exclusively upon the identifying number contained in the Online Wire Transfer request for the intermediary and beneficiary's bank, as well as for the beneficiary's account. Customer agrees that, if it provides an incorrect number for any of the parties to the Online Wire Transfer request, the error may cause that payment to be made through an incorrect bank or to the account specified by the number, rather than through the named bank or to the named beneficiary. In the event of any errors or discrepancy in the identifying number of any intermediary and/or beneficiary's bank and/or beneficiary's account, or inconsistency in an Online Wire Transfer request between the name and identifying number of any intermediary or beneficiary's bank and/or beneficiary's account, Customer shall be solely and fully liable to Bank for any loss, damage, liability, expense and cost, including reasonable attorneys' fees, incurred by Bank as a result of such errors, discrepancy, or inconsistency.

(f) Acceptance of Requests.

(i) Customer's Request shall be deemed accepted by Bank only upon the execution thereof by Bank. Customer acknowledges that the Bank maintains deadlines for accepting wire transfer Requests on any given Business Day. If Customer's Request is received prior to the deadline, it will be executed by Bank that Business Day. A Customer's Request received after the deadline may be executed the next Business Day. Wire transfer deadlines are posted by the Bank and are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions that it believes in good faith were made by Customer.

(ii) Bank has no responsibility to accept any incoming wire transfer for Customer's benefit. Likewise, Bank has a right to reject Customer's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the wire transfer for the reasons set forth herein, if Bank is unable to verify the authenticity of Customer's Request, or if the

Request would violate the sanctions administered by OFAC. Bank will notify Customer by phone or mail if it rejects the Customer's Request.

(g) Verification. In its sole and absolute discretion, Bank may seek additional verification or further authorization of any Request or related instruction. Bank may contact Customer by any reasonable means in order to obtain assurance of the authenticity or other correctness of a Request. Bank shall be under no obligation to do so in any case. However, if, upon attempting to obtain such verification, Bank is unable to do so, Bank may, in its sole and absolute discretion, either make the transfer or decline to make the transfer or follow the instructions or decline to follow the instructions. In such event, Bank shall not be liable to Customer for any loss of any kind or for any consequential, punitive, or exemplary damages in any amount, provided Bank has acted in good faith.

(h) Cancellation or Amendment. Customer shall have no right to amend or cancel a Request. However, Customer may request that Bank amend or cancel any Request or related instruction, and Bank will use reasonable efforts to comply with such request, if the request is made at a time and in a manner which gives Bank a reasonable opportunity to act on the request before it makes the funds transfer or carries out the instruction as Customer originally requested; provided Bank shall have no liability if such cancellation or amendment is not effected. The method by which Customer notifies Bank of the request for cancellation or amendment must comply with the security procedures. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so, but may choose to do so if Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank will incur in attempting to recover the funds transferred. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance. Bank will take such action as it deems reasonable under the circumstances; for example, sending a request to reverse the Online Wire Transfer to any financial institution which received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before the Bank received and had a reasonable time to act upon the request to amend or cancel the Online Wire Transfer.

(i) Repetitive Requests. If Bank or Customer determines that Requests have become repetitive, Bank may assign a repetitive number to Customer's Request. If Bank does so, Customer may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.

(j) Provisional Credit. The credit Bank gives to Customer for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Customer agrees to refund the Bank the amount of the transfer.

(k) Security Procedure.

(i) All Requests issued by the Customer to the Bank shall be subject to verification by Bank, prior to execution, in accordance with the security procedure described in Section A and the application/set up sheet, the terms of which are incorporated herein by reference Customer hereby confirms that the security procedure is commercially reasonable in light of the circumstances and requirements of the Customer made known by Customer to Bank, including the size, type and frequency of Requests contemplated by Customer, and alternative security procedures in general use by similarly situated customers and financial institutions, and Customer has reviewed and accepted the security procedure as a commercially reasonable method of providing security against unauthorized transactions. Customer acknowledges that the Bank has the right to change its security procedures from time to time and agrees to comply with and be bound by such changes.

(ii) Upon verification of a Request pursuant to the security procedure, Bank is authorized and directed to execute, pay, and/or act upon such Request pursuant to its terms, without need of any further inquiry of Customer, and to debit the depository Account from which the Request is to be effectuated for the amount of the Request and all

related fees. If a Request is duly verified pursuant to the security procedure, except as otherwise provided by applicable law and/or this Agreement, such a request will be deemed effective as the Customer's Request, whether or not actually authorized by Customer, and the Customer shall be obligated to pay Bank the amount of the Request as provided therein, whether or not such Request was in fact authorized by the Customer or any of its Authorized Users.

(iii) Notwithstanding any provisions herein to the contrary, Bank may refrain from executing a Request if Bank believes that it may not have been authorized by the Customer or that there may be a security breach with respect to any Account(s) affected thereby.

(l) United States Currency. All Transfer Instructions shall be expressed in U.S. Dollars and will be sent in U.S. Dollars.

(m) Tracer Messages. Customer may request that the Bank issue "tracer messages" concerning transfers not yet completed. Customer agrees to provide Bank with any and all information as Bank shall reasonably request in connection with the processing of any inquiry. Customer agrees to pay Bank any fees which it may charge and to reimburse Bank for any charge(s) or fee(s) which it incurs in connection with the same.

(n) Wire Transfer System. Customer authorizes Bank to use any wire transfer system that Bank, in its sole discretion, deems appropriate including, but not limited to, Bank's own internal systems or Fedwire. Customer acknowledges that each wire transfer system is governed by its own operating rules and regulations, and Customer agrees that each Online Wire Transfer shall be subject to the rules and regulations of the wire transfer system through which it is transmitted, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. Customer further that the wire transfer system selected by Bank in executing an Online Wire Transfer shall be considered the agent of the Customer.

(o) Restrictions. Customer confirms that it has not communicated to Bank any restrictions and/or limitations whatsoever relevant to Online Wire Transfer requests, other than those specifically noted in each Online Wire Transfer request. Notwithstanding the foregoing, no such restrictions and/or limitations shall be binding upon Bank; however, Bank at its option may elect to act consistently with such restrictions and/or limitations which it believes in good faith were made by Customer.

(p) Overdrafts. Customer agrees that each Online Wire Transfer request shall not exceed the balance of Available Funds in the Account from which the Online Wire Transfer request is to be effectuated, and that Bank shall have no duty to execute any Online Wire Transfer request if it exceeds the balance of Available Funds in such Account. If Bank, at its sole discretion, agrees to execute an Online Wire Transfer request, thereby creating an overdraft in an Account, the Customer agrees to promptly pay Bank any overdraft balance resulting in such Account, together with any overdraft or other fee(s) established by the Bank. Customer agrees that Bank may set-off the amount of any such overdrafts and/or fees against any of Customer's accounts at Bank.

(q) Payment for Wire Transfers and Related Services.

(i) Customer shall pay Bank the amount of each Online Wire Transfer and all fees which Bank may impose for Online Wire Transfers and for following related instructions. Such fees shall be posted in Bank's fee schedules, and may be changed from time to time without prior notice to the Customer. All of these amounts are to be paid on the date of acceptance by Bank of the Online Wire Transfer request and shall be charged against Customer's Account indicated in the related Online Wire Transfer request. Bank shall not be obligated to accept Customer's Online Wire Transfer request or initiate a request, unless Customer's account contains a sufficient balance of collected funds to cover all these amounts. Customer also shall reimburse Bank for any out-of-pocket costs incurred by Bank in carrying out the instructions and requests given by Customer pursuant to this Agreement.

(ii) Customer agrees that if an Online Wire Transfer request does not specifically designate the Account which is to serve as the source of payment for the Online Wire Transfer and related fees, Bank may debit any account of the Customer at Bank.

(iii) As security for its obligations under this Agreement, Customer hereby grants to Bank a security interest in all of the Customer's assets and personal property including, without limitation, all accounts maintained by Customer with Bank, including all amounts held in such accounts (including reserves) at any time and from time to time, whether now owned or existing or hereafter arising or acquired and wherever located, and all additions and accessions thereto, substitutions and replacements therefore, and the products and proceeds thereof. In addition, Customer further agrees that its obligations hereunder also shall be secured under each and every security agreement, mortgage, pledge or other collateral arrangement existing between Customer and Bank.

(r) Applicable Laws and Regulations.

(i) This Agreement shall be governed by all applicable operating circulars of any Federal Reserve Bank and by all applicable provisions of federal law and regulation, including the sanctions laws administered by the OFAC. To the extent allowed by federal law, this Agreement shall also be governed by the operating rules and other governing documents of FEDWIRE, SWIFT, or any other wire transfer service, advice service or facilitator. To the extent it is not governed by such laws, regulations, rules and other governing documents, this Agreement shall be governed by the laws of the Commonwealth of Virginia or State of North Carolina, as the case may be, without regard to its conflict or choice of law principles. This Agreement shall be binding upon and inure to the benefit of Customer and Bank, and their respective successors and legal representatives. Customer acknowledges that it may not request Online Wire Transfers that violate U.S. laws and regulations, or applicable state laws or regulations.

(ii) Customer further agrees to provide Bank with all the information that the Bank Secrecy Act, OFAC regulations, and any other applicable law or regulation require Bank to obtain. If Customer fails to provide Bank with all the information required by law or regulation regarding any Online Wire Transfer, Customer agrees that Bank is not obligated to complete such Online Wire Transfer and is not liable for any losses or damages resulting from Bank's failure to execute such Online Wire Transfer.

(s) Notification of Error or Discrepancy. Bank shall provide Customer with an advice or statement of account, which will provide Customer with sufficient information to identify the Online Wire Transfer. Bank will not, unless otherwise agreed, provide Customer with any other written advice of any Online Wire Transfer originated by the Bank or issue any receipt of confirmation. Customer agrees to examine each advice or statement promptly upon receipt and to notify Bank immediately by original written communication of any error or discrepancy in any such records. The Customer shall be precluded from asserting any claim against Bank with respect to the Online Wire Transfer or from otherwise objecting to any related debit to the Customer's account, and the Bank shall not be liable for interest, unless Bank has received verified written notification from the Customer of any error or discrepancy with regard to an Online Wire Transfer within fourteen (14) days from the date of the Customer's earliest receipt of notification, by advice or statement, whichever Customer shall first receive, of the Online Wire Transfer. Customer shall not be relieved of these objections and time limitations by reason of the fact that the statement has been placed on "Hold Mail" or any other "junk" or "spam" electronic mail filter; the customer being under an affirmative duty to retrieve such statements in a timely manner and to review those within the period specified above.

4. REMOTE DEPOSIT CAPTURE SERVICE

(a) Purpose. Customer desires to subscribe to the Bank's Remote Deposit Capture Service in order to enable Customer to submit to Bank, for deposit to Customer's account(s), electronic check images and associated information ("Check Images") in lieu of the original, paper checks from which such Check Images were obtained, and Bank is agreeable to providing such services on the terms and conditions set forth herein.

(b) Services.

(i) The Bank shall provide certain check clearing services known as "Remote Deposit Capture", whereby the Customer uses an image scanner specified by the Bank to scan paper checks to create an image cash letter file to send to the Bank or its TPSP, as more specifically described herein.

(ii) Images captured will be transmitted to the Bank or its third party service provider ("TPSP"), processed by the Bank or its TPSP and then sent to the Federal Reserve and/or correspondent check clearing network, enabling Customer to clear their daily check deposits electronically as images, instead of physically transporting the checks to Bank. Bank may also offer to Customer the ability to convert checks to ACH items for processing through the Automated Clearing House network. The rights and obligations of the Bank and Customer with respect to the conversion of checks to ACH items, if any, and processing thereof, shall be governed by Section B.2. of this Agreement, as the same may be amended or supplement from time to time.

(iii) Customer is responsible for having in place at all times adequate equipment, telecommunications, internet access and contingency planning for loss or unavailability of this Service.

(iv) Customer agrees to purchase or lease and configure equipment and software according to the requirements of the Bank, as well as providing telecommunications services to connect to the Bank or its TPSP.

(v) Customer agrees to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time.

(vi) Customer will cooperate with the Bank in the event the Bank requires assistance in the balancing of transactions, or such items will be placed in suspense by the Bank pending resolution.

(c) Customer Responsibilities.

(i) Scanning of Items and Transmission of Files. After successful implementation and installation of any software and equipment related to the use of the Service, Customer shall endorse each check (referred to herein as "checks" or "items") to be deposited in accordance with the policies and procedures provided to Customer by Bank, scan the front and back of each item to be deposited, capture the image of the front and back of each item, capture the MICR encoding on each check, and transmit the image file(s) (a "File") to the Bank. Bank reserves the right to amend its remote deposit capture procedures with or without prior notice to Customer. Bank is not obligated to detect errors of Customer or others even if Bank takes action from time to time to do so, and Customer acknowledges that Bank's security procedures are not designed for the detection of errors. Customer is solely responsible for ensuring the accuracy of information transmitted to the Bank, and Customer shall balance the deposit dollar amount to the sum of the items ("Balanced File") prior to transmitting the File in accordance with the Bank's remote deposit capture procedures. Customer may send multiple Files to Bank throughout the day. The Balanced File must be received by Bank no later than the cut-off time specified herein ("Cut-Off Time"). The File is received by Bank when a complete File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements for sending a File to Bank. To meet Bank's Cut-Off Time, the entire File must be received prior to the Cut-Off Time and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when an item has been delivered and received, Bank's records shall be determinative. A File which is not balanced in accordance with the Bank's remote deposit capture procedures or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by Bank.

(ii) Receipt of File. Customer agrees that Customer shall remain liable for and that Bank shall not be accountable to Customer for a File and/or item(s) that are not received by Bank and for a File and or item(s) that are intercepted or altered by an unauthorized third party. To the maximum extent permitted by applicable law, Customer agrees that Bank has no obligation to accept a File and therefore may reject any File or images of items submitted by Customer, and further, Bank has no obligation to notify Customer of the rejection of a File or images. Bank shall have no

liability to Customer for rejection of a File or image(s) or for failure to notify Customer of a rejection. Upon receipt of the File submitted by Customer, Bank may examine the File and the images to ensure that Customer has followed the established remote deposit capture procedures. If Customer has not followed the Bank's remote deposit capture procedures or if errors exist in the data or the images contained in the File, Bank, in its sole discretion, may reject and not accept the entire File or Bank may elect to correct the error, accept and process the File ("Corrected File"). As a form of correction, Bank may credit Customer's account for the full amount of the deposit and make any necessary adjustments to correct the error. Bank may, at its option, also perform a risk management analysis of the File submitted by Customer to detect potentially fraudulent items, and, in its sole discretion, reject the File or image(s). If after examination of the File and images, Bank determines that Customer has processed and transmitted the File in accordance with this Agreement and the Bank's remote deposit capture procedures, the File is balanced, and the images meet the requirements of this Agreement, then Bank shall accept the File for deposit to Customer's deposit account (an "Accepted File"). Upon acceptance of the File, Bank shall electronically notify Customer of receipt and acceptance of the File for deposit. Notwithstanding the fact that Bank has accepted the File for deposit, any credit made to Customer's account shall be provisional and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any party.

(iii) Eligible Items. Customer agrees to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Customer agrees that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. Customer agrees that it will not use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than Customer.
- b. Checks or items drawn or otherwise issued by Customer or any other person on any of Customer's accounts or any account on which Customer is an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which Customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Regulation CC.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Regulation CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of Customer's Account Agreement.

(iv) Image Quality. The image of an item transmitted to the Bank using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, and any other applicable regulatory agency, clearing house or association. Without limiting the generality of the foregoing, the image of each item shall be of such quality that the following information can be clearly read by sight review of the image:

- a. Amount of the item;
- b. Payee;
- c. Drawer's signature;

d. Date of the item;

e. Item number;

f. Information identifying the drawer and the paying bank that preprinted on the check, including the MICR line (e.g., routing transmit number and account number);

g. Other information placed on the item prior to the time an image of the item is captured, such as any required information written on the front of the item and any endorsements applied to the back of the item; and

h. Such other information as may be reasonably required by Bank.

(v) Fraud. The Customer agrees not to process any items which contain a forged signature of any kind, an altered item or any counterfeit item ("Fraud Item"). Customer bears all liability and responsibility for processing any Fraud Item and agrees to indemnify Bank from any loss, cost, liability or expense incurred by Bank as a result of Customer processing a Fraud Item. Customer acknowledges and agrees to bear this responsibility and loss under any and all circumstances.

(vi) Secure Location. Customer shall maintain adequate security measures to protect and store the physical original paper checks in a secure location, which access shall be limited to only those executive and managerial employees or officers of the Customer as is necessary to comply with Customer's obligations under the terms of this Agreement.

(vii) Returns after Termination. If Bank receives a returned item or ACH return for a check deposited by the Customer after the Customer has terminated this Agreement, then Customer agrees that the Bank may debit the Customer's Account in the amount of such returned item or ACH return. In the event there are not sufficient available funds in the Account to cover Customer's obligation hereunder or the Account has been closed, Customer agrees that Bank may debit any account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this section. If Customer no longer maintains any accounts with Bank, Bank will send a request for payment to the Customer, and Customer agrees to promptly pay Bank.

(viii) Customer Controls Over Deposited Items. All checks deposited through the Service will be deposited under the provisions of the current Customer Account Agreement with Bank. In addition, Customer agrees to follow Automated Clearing House Rules and Regulations and the provisions of The Check Clearing for the 21st Century Act for all checks deposited, where applicable. Upon the Customer's receipt of a confirmation from the Bank that Bank has received the image of an item, Customer agrees to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. Customer agrees to have controls in place to ensure that all checks processed through image capture equipment are destroyed within a commercially reasonable period of time, but in no event later than sixty (60) days. Customer agrees never to re-present the item. No check transmitted to the Bank shall be deposited into any bank causing funds to be debited twice from the account of the check writer. Customer agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks. Customer agrees to review and validate the accuracy of the check data captured, including the amount of the check and the legibility of the check image to be transmitted through the Services. Customer agrees to restrictively endorse any item transmitted through the Services, such as, "For electronic deposit only, Carter Bank & Trust account # _____" or as otherwise instructed by the Bank. Customer agrees to only deposit checks drawn on United States financial institutions through the Services. The Customer shall promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes.

(d) Availability of Funds. Customer agrees that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be

available after the Bank receives payment for the funds submitted. The Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of Customer's relationship with Bank, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant. Upon acceptance of the File, Bank shall grant Customer's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Customer's Account subject to final payment of the checks and subject to the terms of the Account Agreement. Customer and Bank agree that Subpart B of Reg CC and Bank's Funds Availability Policy do not apply to items deposited using this Service.

(e) Customer's Duty to Report Errors. Deposits accepted and processed by Bank pursuant hereto shall be reflected on Customer's periodic statement issued by Bank with respect to the Account pursuant to the Deposit Account Agreement between the Bank and the Customer. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any such periodic statement. If Customer fails to notify Bank of any such discrepancy within fourteen (14) calendar days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to an entry shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within fourteen (14) calendar days of receipt of such periodic statement, Customer shall be precluded from asserting any liability for such error, omission or discrepancy against Bank.

(f) Customer's Duty to Report Service Interruption. Customer shall notify Bank of any omissions or interruptions in, or delay or unavailability of, the Service as promptly as practicable, and in any event within one business day after the earliest of discovery thereof or the date discovery should have occurred through the exercise of reasonable care.

(g) Receipt of Items. Bank reserves the right to reject any item transmitted through the Service, at its discretion and for any reason or no reason and shall not be liable to Customer for any damages arising as a result of such rejection. Bank shall not be responsible for items it does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when Customer receives a confirmation from the Bank that Bank has received the image. Receipt of such confirmation shall not be deemed conclusive evidence that the transmission was error free or complete.

(h) Financial Information. The customer shall provide Bank upon request, customer's balance sheet and income statement for the most recent period for which Customer has prepared such.

(i) Deposit Limits. Bank reserves the right to establish daily limits on the amount(s) and/or number of deposited items that Customer transmits using the Service and to modify such limits from time to time. Customer agrees not to exceed the established daily limits. If the total dollar value or the number of permitted deposited items of the Files sent by Customer to Bank exceeds the established daily limits, Bank may, at its option, refuse to accept the File that exceeds the established limits, or Bank may accept and process the File.

(j) Cut-Off Times.

(i) In order to be eligible for processing on the day transmitted, Files must be received by Bank no later than the cutoff time established by the Bank on a Business Day on which Bank is open (the "Cut-Off Time"). To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced in accordance with the procedures or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank.

(ii) Bank reserves the right to change the number of Files that may be transmitted in a day, the deposit limit, deposited item limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented

prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the deposit limit, deposited item limit and the Cut-Off Time.

(k) Representations and Warranties.

(i) UCC. Customer acknowledges and agrees that all representations and warranties of Customer under the Uniform Commercial Code relating to presentment of items shall continue to apply irrespective of the items being presented through the Service.

(ii) Image. Customer represents and warrants that each image is legible, accurately represents all the information which is contained on the front and back, and meets all legal and quality standards and requirements for a substitute check (which quality standards for such Check Images may be amended or modified from time to time by Bank in its sole discretion to comply with the Check Clearing for the 21st Century Act, 12 U.S.C. Sections 5001-5018, and all applicable rules and regulations related thereto, as the same may be amended from time to time), and bears the legend mandated by law that the check image is the legal equivalent of the original check.

(iii) Presentment. As to each item presented through the Service, Customer represents and warrants that the item was not previously presented and will not be presented, in any form, to any other person.

(iv) Other. Customer represents and warrants that all items scanned and transmitted to Bank are made payable to Customer, that all signatures on each check are authentic and authorized, and that each check has not been altered.

(l) Security Procedures. All transactions utilizing this Service shall be conducted in accordance with the security procedure described in the application/set up sheet, the terms of which are incorporated herein by reference. Customer hereby confirms that the security procedure is commercially reasonable in light of the circumstances and requirements of the Customer made known by Customer to Bank, including the size, type and frequency of transactions contemplated by Customer, and alternative security procedures in general use by similarly situated customers and financial institutions, and Customer has reviewed and accepted the security procedure as a commercially reasonable method of providing security against unauthorized transactions. Customer acknowledges that the Bank has the right to change its security procedures from time to time and agrees to comply with and be bound by such changes.

(m) Laws, Rules and Regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions utilizing this Service. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, National Check Exchange ("NCE"), Endpoint Exchange, the National Automated Clearing House Association ("NACHA"), OFAC, Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. The Bank and Customer will comply with all applicable procedures and rules promulgated by or under the Check Clearing for the 21st Century Act (Check 21 Act), Regulation CC (funds availability), Regulation J (guidelines for processing checks), Bank Secrecy Act & the Anti-money Laundering laws and regulations, US Patriot Act, OFAC requirements, Uniform Commercial Code (UCC), ACH Rules, ECHO rules and guidelines, applicable state laws and federal laws, or any applicable agreement or clearinghouse rules. These procedures, laws, rules, and regulations set forth in this section (collectively the "Rules") are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules shall prevail.

5. LINE OF CREDIT SWEEP SERVICE.

(a) Purpose. Customer desires certain cash management services consisting of the daily transfer of funds between an existing Line of Credit and a specified deposit account of Customer, as more particularly described in this Section B.5., and Bank is willing to provide such service on the terms and conditions set forth herein.

(b) Appointment. Subject to the terms hereof, Customer appoints Bank as its agent to sweep funds to and from its checking account identified in its Application related to this service (the "Sweep Account") in order to maintain the balance indicated as the "Target Balance" in such Application, which may be changed from time to time by the Bank in its sole discretion and without advance notice based upon periodic analysis of the level of activity in the Sweep Account.

(c) Authorization. The Bank is hereby authorized to conduct the following transactions, on a daily basis: (i) if the collected balance on the Sweep Account is less than the Target Balance, the Bank shall process an advance on the Customer's line of credit identified in the Application (the "Line of Credit") in an amount sufficient to satisfy the Target Balance on the Sweep Account and shall transfer such funds to the Sweep Account; or (ii) if the collected balance on the Sweep Account is greater than the Target Balance, the Bank shall transfer funds from the Sweep Account and apply the same against outstanding obligations on the Line of Credit in accordance with the terms and conditions applicable to the Line of Credit.

(d) Insufficient Balances. The Customer acknowledges that if there are insufficient funds available on the Line of Credit to complete the automatic transfer to satisfy the Target Balance, the Bank will transfer such funds as are available under the Line of Credit, up to the applicable credit limit. Any applicable fees and charges relating to the Sweep Account for overdrafts due to insufficient funds being available under the Line of Credit will be due and payable by the Customer in accordance with the applicable Deposit Account Agreement.

(e) Event of Default under Line of Credit. Bank shall have no obligation to advance funds under the Line of Credit should: (i) the Line of Credit be terminated in accordance with the terms thereof; or (ii) an event of default shall have occurred or be continuing under the Line of Credit or any other agreement between Bank and Customer.

6. ACH POSITIVE PAY SERVICE.

A. Description of Service. ACH Positive Pay is a service whereby Bank and Customer exchange information according to the process described herein in order to authorize and/or confirm the payment or return of ACH Debit Transactions presented for payment against an Account of Customer, as said terms are defined below. As used herein, "ACH Debit Transactions" shall mean certain electronic funds transfers, one or more, which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve and NACHA, which transfers have the intended result of removing funds from a Designated Account of Customer. This ACH Positive Pay Service shall be applicable to the Designated Accounts for this Service. If a Designated Account does not have sufficient available funds to pay an ACH Debit Transaction, Bank will not be obligated to pay any ACH Debit Transactions presented against the Designated Account. The systems which facilitated ACH Funds Transfer Services and the ACH Positive Pay Service set forth herein are not designed to detect or prevent fraud due to other types of paperless entries (to include wire transfers or other electronic fund transfers) to a Designated Account of Customer.

B. Transmitting and Processing ACH Payment Instructions. Customer shall make inquiries and to provide pay or return instructions to Bank on various ACH Debit Transactions.

C. Notification and Reporting of ACH Debit Transactions. Bank shall electronically provide to Customer a list of all ACH Debit Transactions which have been presented to Bank in a form entitled "ACH Exceptions." Customer must review the ACH Exceptions and make a pay or return request with respect to the ACH Debit Transactions listed in an ACH Exceptions as provided below. The ACH Exceptions will list only ACH Debit Transactions presented to Bank since the previous ACH Exceptions. Provided Bank receives such instruction from Customer, Bank shall send an email to the email address provided by Customer notifying Customer that an ACH Exceptions is available. If Bank does not receive this election, then Customer will not receive such an email notification. Irrespective of whether Customer receives an email notification from Bank, it remains Customer's obligation to review the ACH Exceptions. Note further that with this Service all ACH Debit Transactions will be returned in accordance with the provisions set forth below unless Customer timely communicates its request to pay a certain ACH Debit Transaction in the manner provided below.

D. Pay Request/Return Request. Before 11:30 a.m. Eastern Time ("Cut-Off"), Customer must indicate which ACH Debit Transactions listed in the ACH Exceptions should be paid ("Pay Request") and which ACH Debit Transactions should be dishonored and returned ("Return Request"). Customer agrees that if Customer does not timely indicate a Pay Request or Return Request as to any or all of the ACH Debit Transaction identified in the ACH Exceptions, such inaction on the part of Customer shall be conclusively presumed an instruction by Customer to return any such ACH Debit Transaction. In other words, if Customer does not instruct Bank as to any ACH Debit Transaction identified in the ACH Exceptions by the Cut-Off on any given day, Bank shall return such ACH Debit Transaction; and if no instructions are timely received by the Cut-Off for any of the ACH Debit Transactions for a particular day, then Bank will return all such ACH Debit Transactions for such day. Bank shall determine, in its sole discretion, the Return Reason Code, as that term is defined in the NACHA Operating Rules ("Rules"), to be used when returning ACH Debit Transactions. Customer may submit to Bank, advance instructions ("Advance Instructions"), in accordance with specific parameters made available by Bank, indicating advance particular ACH Debit Transactions ("Approved Debits") that are to be paid by Bank. Provided it receives such Advance Instructions, Bank will match ACH Debit Transactions that are presented for payment to the Advance Instructions. If the ACH Debit Transaction does not match the Approved Debits received by Bank from Customer, such ACH Debit Transactions will be reported on the ACH Exceptions. Any ACH Debit Transaction that conforms to the Approved Debits received by Bank shall be deemed properly payable, will be paid by Bank and will not be reported on the ACH Exceptions. If no Advance Instructions are received by Bank in accordance with its required parameters, all ACH Debit Transactions will be reported on the ACH Exceptions. In the event of system failure, either that of Customer or Bank, and a Pay Request, Return Request or Advance Instructions cannot be or are not received by Bank for any reason or Bank cannot process the Pay Request, Return Request or Advance Instructions for any reason, such Pay Request, Return Request or Advance Instructions shall be considered as not received, even if Bank is in possession of the Pay Request, Return Request or Advance Instructions. Bank shall have no responsibility for a Pay Request, Return Request or Advance Instructions that is not received and as provided hereinbelow, Bank shall return the applicable ACH Debit Transaction for which no request or instruction was received.

E. Return Default. BANK WILL CONSIDER ANY FAILURE OF CUSTOMER TO COMMUNICATE EITHER A PAY REQUEST, RETURN REQUEST OR ADVANCE INSTRUCTIONS AS PROVIDED IN THIS SECTION, OR THE FAILURE OF BANK TO RECEIVE ANY SUCH REQUEST OR ADVANCE INSTRUCTIONS, AS A RETURN REQUEST. BANK SHALL RETURN SUCH ACH DEBIT TRANSACTIONS FOR WHICH NO ELECTION WAS MADE OR RECEIVED. BANK SHALL HAVE NO LIABILITY FOR SUCH RETURNED ACH DEBIT TRANSACTIONS.

F. Errors. Bank is not responsible for detecting any Customer error contained in any Pay Request, Return Request or Advance Instructions communicated by Customer to Bank or for any Pay Request, Return Request or Advance Instructions not timely received by Bank in accordance with the Bank's parameters.

G. Communication. Customer is solely responsible for providing accurate electronic addresses for communication in connection with transactions contemplated herein, and for its own internet access equipment and security related thereto.

H. Indemnification. In addition to other indemnification provisions contained elsewhere in this Agreement, Customer agrees to indemnify, defend and hold Bank, its employees, agents, officers, directors, and affiliates harmless against any and all actions, claims, proceedings, liabilities, losses, costs (including attorney fees), including (without limitation) warranty claims that result from or arise in connections with: (a) ACH Debit Transactions in accordance with the Service terms and conditions or the instructions of Customer; (b) the acts or omissions of Customer or its employees or agents including negligence, willful misconduct or breach of any warranty or failure to comply with this Booklet and the ACH Positive Pay Service terms and conditions; (c) any misuse of the Service by Customer, or its employee or agents; (d) the failure of Customer or its agents or employees to comply with applicable state and federal law and regulations; or (e) actions by third parties, such as introduction of a virus, that delay, alter or corrupt the transmission of information to Bank.

I. Limitation of Liability.

a. Dispute over Return of ACH Debit Entry. Customer acknowledges that the return of an ACH Debit Transaction is subject to dispute on the part of the sender. In the event of such a dispute, Bank must act according to the NACHA Rules, and any attachments or appendices thereto now in effect, as may be amended from time to time, as well as all other applicable laws and regulations. Customer, and not Bank, shall be solely responsible for any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney fees) incurred by Bank or Customer arising from or related in any way to the use of the Service by Customer.

b. Identification of ACH Transactions. Customer and Bank acknowledge that ACH transactions are originated according to certain processing Rules of NACHA which require the use of an originator name and originator identification number imbedded in the transaction to identify its source, and this imbedded data is a critical component of Bank's ability to monitor for transactions which Customer desires to review. Bank shall act in good faith to process Customer's instructions which are actually received by Bank in accordance with its protocols. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Customer, Bank shall have no responsibility and shall be indemnified and held harmless by Customer for posting an ACH Debit Transaction to a Designated Account and any dispute related to such a transaction shall be between Customer and the originator of the transaction.

c. Properly Payable Debit. Any ACH Debit Transaction that is paid in accordance with the Service shall conclusively be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying ACH Debit Transactions in accordance with the Service.

d. Loss Recovery Efforts. Customer acknowledges that the fees of Bank for the Service have been established in contemplation of: (a) these limitations on our liability, (b) the responsibility of Customer to review statements, confirmations, and notifications promptly and to notify Bank immediately of any discrepancies or problems, and (c) the responsibility of Customer to assist Bank in any loss recovery effort as provided herein.

J. Security Procedures. Without limitation on the security precautions or procedures set forth herein, Customer agrees:

a. In its sole and absolute discretion Bank may elect to specify security procedures which relate to this Service. When such procedures are specified, Customer agrees that the purpose of the security procedures is to verify the authenticity of any Pay Request, Return Request or Advance Instructions submitted to Bank by Customer. Customer's continued use of this Service following receipt of any security procedure specifications from Bank constitutes Customer's acceptance of such security procedure, Customer's acknowledgement that such security procedures are commercially reasonable, and Customer's agreement that all Pay Request, Return Request or Advance Instructions communicated by Customer hereunder will comply with such security procedures.

b. Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Pay Request, Return Request or Advance Instructions and to limit access to the ACH Positive Pay Service procedures to only those individuals whom Customer has authorized to act on its behalf with respect to this Service, and shall otherwise comply with the procedures and security precautions set forth in this Agreement. Any Pay Request, Return Request or Advance Instructions (including a request for cancellation, amendment, or reversal of any such request or instruction) or other communication received by Bank that purports to have been submitted or authorized by Customer in accordance with this Agreement, with the user name, password, or other identification codes designated by Customer shall be effective and binding upon Customer even if such request or instruction was not in fact authorized by Customer, provided Bank has acted in good faith.

c. If Customer believes the security procedures have been compromised or that confidential information regarding the use of this Service has become known to any individual who might initiate unauthorized Advance Instructions, Customer agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the Service.

7. POSITIVE PAY SERVICE.

(a) Purpose. Customer maintains the checking account(s) identified in its Application, on which checks may be drawn from time to time, and desires that the Bank facilitate Customer's detection of unauthorized and/or altered checks drawn on such account(s) (collectively referred to in this Section B.7. as the "Account") through the services described in this Section B.7, and the Bank is willing to provide such services on the terms and conditions set forth herein.

(b) Outstanding File. The Bank will maintain and update an electronic file (the "Outstanding File") which will contain information received from the Customer, in accordance with procedures set forth herein, regarding checks issued by the Customer which have not been presented to the Bank for payment from Customer's Account. The Customer will provide the Bank complete and accurate information regarding additions to and deletions from the Outstanding File for all checks issued against the Account in a format pre-approved by the Bank and will transmit such information (via a means approved by the Bank) by no later than 3:00 P.M. (Eastern Time) and (1) Business Day prior to the day of the checks' issuance in the case of additions and no later than 3:00 P.M. (Eastern Time) of the day on which the Customer wishes the Bank to remove such checks from the Outstanding File in the case deletions. Information regarding additions to and deletions from the Outstanding File will include (i) records of checks issued by the Customer (each a "Record" and collectively, the "Records"), and each Record will contain the serial number, dollar amount, and issuance date of an issued check, and (ii) any and all deletions of Records previously entered into the Outstanding File. If the Customer does not provide timely and accurate instructions to the Bank as required by this Agreement with respect to adding or removing such check to or from the Outstanding File, the Bank will return such item and the Bank shall not be liable for damages caused by the return of such item. Each Business Day, the Bank will perform an automated review comparing the MICR encoded information on each check presented for payment against the Account with the Outstanding File. The Bank will perform a manual review of each check rejected by the automated review and will repair damaged MICR lines and identify any other checks that appear to be properly payable. The Customer requests that the Bank pay, and the Bank shall pay, all checks that the Bank identifies through the automated or manual review as matching the serial number and dollar amount of a Record. The Bank will delete, from the Outstanding File, Records for (i) checks paid by the Bank in accordance with this Agreement, and (ii) checks that the Customer has requested that the Bank delete such as those for which it has placed a stop payment. All other checks will remain on the Outstanding File.

(c) Issue File. Customer agrees to provide the Bank an Issue File with the following information: (1) Item Issue Date; (2) Dollar amount of the Item; (3) Item Payee; (4) Check Number of the Item. The Issue file should be sent the day the items are issued/drafted. The Bank will use the Issue File and compare it against the Outstanding File to produce a Suspect File (see Suspect File section).

(d) Suspect File. Each Business Day prior to 8:00 A.M. (Eastern Time), the Bank will endeavor to make available to the Customer information containing the records of checks presented for payment against the Account the previous day (such information hereinafter called the "Suspect File"), which (i) have serial numbers that do not match the serial number contained in any Record on the Outstanding File; or (ii) have serial numbers that match serial numbers contained on records on the Outstanding File, but have a different dollar amount than such Records.

(e) Return Checks. Each Business Day before 10:00 A.M. (Eastern Time), the Customer will instruct the Bank (via any means approved by the Bank) to return or pay each individual check corresponding to the records on the Suspect File made available to the Customer by the Bank on such day. The Customer must indicate for every check to be returned that it either (i) is an unauthorized check; or (ii) has been materially altered after issuance. If the Customer fails to respond and provide pay or return instructions within the above-stated time frame for each check on the Suspect File and the Customer has selected the Default to Pay Option set forth on its Application for this service (together with any replacement thereof accepted by the Bank, the "Set Up Form"), and made part hereof by this reference, the Bank will post and pay each check corresponding to a record on the Suspect File for which the Customer has provided no specific instructions (provided there are sufficient funds to cover such checks in the Account) and the Bank shall not be liable for damages caused by the payment of any such checks. If the Customer fails to respond and provide pay or return instructions

for each check corresponding to a record on the Suspect File within the above-stated time frame and the Customer has selected the Default to Return Option on the Set Up Form, the Bank shall return all checks appearing on the Suspect File for which the Customer has provided no specific instructions and the Bank shall not be liable for damages caused by the return of such checks. The Customer waives any claim of wrongful dishonor of any such checks returned because the Customer did not provide timely instructions to pay checks appearing on the Suspect File or instructed the Bank to return any such checks. The Customer understands and agrees that the Bank cannot return checks that have been cashed over-the-counter prior to the time that the Customer instructs the Bank to pay or return such checks. With the consent of the Bank, the Customer may, from time to time, change its selections on the Set Up Form, by replacing the Set Up Form with another Set Up Form. The Bank shall not be bound by any Set Up Form unless and until an authorized representative of the Bank has executed such Set Up Form.

(f) Check Documents. The Customer agrees at all times to use high quality check documents in accordance with the Bank's check printing and MICR specifications.

8. BUSINESS BILL PAYMENT SERVICE.

(a) Purpose. Customer desires to utilize the Bank to electronically initiate bill payment orders for the remittance of funds from the Customer's designated account(s) to third parties designated by the Customer and accepted by the Bank as an eligible payee ("Merchants"), and Bank is willing to provide this service, which will result in either an electronic or paperbased remittance being sent to the designated Merchant, on the terms and conditions set forth herein.

(b) Selecting Merchants.

(i) In order to utilize this service, Customer must sign onto the Bill Payment service and establish a list of Merchant payees by selecting "Add Merchant" under Merchant Accounts from the Bill Payment menu. Customer may add a new fixed payment for any Merchant, but only if they are on Customer's authorized list of payees. If the Merchant is not eligible to receive electronic payments, the service will generate a paper check for payment.

(ii) Bank reserves the right to refuse the designation of a Merchant as payee for any reason.

(iii) Bank shall not be responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by Customer regarding a Merchant or if Customer attempts to pay a Merchant that is not on Customer's Merchant list.

(c) Processing.

(i) Variable Payments. Bank will process variable payments on the Business Day Customer designates the payment is to be processed, provided the payment request is received prior to the cut-off time set by Bank, which is currently 2:00 PM (Eastern Time). Variable payment requests received after the Business Day cut off time, or at any time on a non-Business Day, will be processed on the next Business Day. The Bank reserves the right to change the cut-off time by reasonable advance notice to Customer.

(ii) Recurring Payments. IF A RECURRING PAYMENT FALLS ON A NONBUSINESS DAY, THE PAYMENT SHALL BE PROCESSED ON THE PRECEDING BUSINESS DAY. Otherwise, recurring payment requests will be processed on the dates designated by Customer.

(iii) CUSTOMER MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DUE DATE APPEARING ON THE APPLICABLE STATEMENT/INVOICE (THE "DUE DATE") FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH AND BE PROCESSED BY THE MERCHANT. IT IS CUSTOMER'S RESPONSIBILITY TO SCHEDULE/ACTIVATE RECURRING PAYMENTS ACCORDINGLY. Due to circumstances beyond Bank's control, some Merchants may take longer to post payments than others. Bank strongly recommends sending an initial payment to a Merchant at least eight (8) Business Days in advance of the Due Date. After the initial payment has posted, Customer will have a better understanding of how

much time to allow for each Merchant. Payment Dates should be determined without consideration to any permissible late date or grace period agreed upon between you and Merchant.

(d) Authorization. Upon scheduling a payment, Customer authorizes the Bank to debit the applicable account (the "Payment Account") and remit such funds on Customer's behalf. Customer certifies that the Payment Account is an account from which Customer is authorized to make payments. Any payment made will be debited from this account. Customer also authorizes the credit of returned payments arising from Customer's use of this Bill Payment service.

(e) Limitation of Liability. Bank shall not be liable if it is unable to complete any payments initiated through the Bill Payment service because of the existence of any one or more of the following circumstances:

(i) Customer has not provided correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment;

(ii) Circumstances beyond the control of Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank (or its vendors or independent contractors, as applicable) has taken reasonable precautions to avoid those circumstances;

(iii) The payment-processing center is not working properly and Customer knows or has been advised about the malfunction before Customer executes the transaction; and/or

(iv) If, through no fault of Bank, the Payment Account does not contain sufficient Available Funds to complete the transaction or the transaction would exceed the credit limit of an applicable overdraft account.

(f) Available Funds. Customer agrees to have sufficient Available Funds on deposit in the Payment Account to pay for all transactions requested through the Bill Payment service, as well as any other payment obligations to the Bank. Bank reserves the right, without liability, to reject or reverse a transaction if Customer fails to comply with this requirement or any other terms of this Agreement. If Customer does not have sufficient Available Funds in the Payment Account and the Bank has not exercised its right to reverse or reject a requested transaction, Customer agrees to reimburse Bank on demand. Customer further agrees that Bank, at its option, may charge any of Customer's accounts with Bank to cover such reimbursement obligations.

(g) Method of Remittance. Bank reserves the right to select the method in which to remit funds to a Merchant.

(h) Changes and Cancellations. Any transaction can be changed or canceled prior to the cutoff time on the Business Day prior to the Business Day the transaction is scheduled to be initiated.

(i) Posting to Account. Due to circumstances beyond the control of the Bank, particularly delays in handling and posting payments by Merchants or the Merchant's financial institutions, some transactions may take longer to be credited Customer's Payment Account. Bank will bear 100% responsibility for any late payment related charges should a payment post after its Due Date; provided, that the payment was scheduled in accordance with the guidelines described in subsection (c) above. YOU MUST COMPLY WITH ALL BILL PAYMENT SCHEDULING INSTRUCTIONS INCLUDING THOSE SET FORTH IN ANY USER GUIDE OR ON-SCREEN INSTRUCTIONS WITH RESPECT TO THE ONLINE BILL PAYMENT SERVICE, OR ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE PAYEE/MERCHANT MIGHT IMPOSE.

(j) Returned Payments. In using this service, Customer understands that payments may be returned for various reasons, such as, but not limited to, the account number is not valid, the inability to locate an account, or the account has been paid in full. The Bank will use its reasonable efforts to research and correct the returned payment, or void the payment and credit the Payment Account.

9. ZERO BALANCE ACCOUNT SERVICE.

Zero Balance Account (“ZBA”) service allows Customers to concentrate balances across multiple checking accounts consisting of a lead (“Master Account”) and one or more sub-accounts funded by the Master Account. Two-way automatic transfers ensure that the sub-accounts maintain a zero balance or a balance otherwise designated by Customer. One-way transfers can also be made from the Master Account to the sub-account, from the sub-account to the Master Account or from the Master Account to the subaccount with deposits allowed in the sub-account. Deposits to accounts designated for transfers from the Master Account to the sub-account with deposits will not transfer to the Master Account and shall remain in the sub-account until a subsequent disbursement is made. Bank reserves the right to terminate ZBA services without prior notice to Customer.

In addition to the limitations on the Bank’s liability established elsewhere in this Agreement, the following limits shall apply to the ZBA Services:

a. It shall be Customer’s sole and exclusive responsibility to be knowledgeable of any and all rules governing the co-mingling of funds among Customer’s various accounts, whether such rules are established by Customer’s internal policies or by any external policies, regulations, or laws to which Customer is subject. Customer agrees to hold Bank harmless from any and all liability from any claims asserting that any transfer made by Bank in accordance with Customer’s instructions violated any rules concerning co-mingling.

b. If Bank does not execute a transfer specified herein because Bank reasonably believes that doing so would subject Bank to the risk of monetary loss, including but not limited to the risk of loss from an overdraft caused by the specified transfer, Bank shall not be liable to Customer or any other party for not executing the transfer.

c. The designation of accounts eligible for ZBA transfers is in Customer’s sole discretion. Therefore, Bank shall not be subject to liability for any loss arising from a claim that a valid ZBA transfer subjected funds to withdrawal by a party who would not otherwise have withdrawal rights or access to the funds.

10. Account Sweep Service.

If Customer has elected to receive Automated Sweep Services (“Sweep Services”) Customer authorizes Bank and Bank agrees to automatically transfer money from one or more of Customer’s accounts (“Sweep Account(s)”) to a separate deposit account (the “Deposit Account”) by Customer with Bank. Except as provided in this Agreement, the Deposit Account is governed by the Account Terms. If Customer has elected to receive, and Bank has agreed to provide, the Sweep Service, Customer shall designate the balance it wants to maintain in Customer’s Sweep Account(s) (the “Target Balance”). Bank reserves the absolute right to change the Target Balance with written notice to Customer, and, with the prior written consent of Bank, Customer may change the Target Balance. Any amount of Collected Funds in the Sweep Account that exceeds the Target Balance shall automatically be earmarked for transfer and shall be referred to herein as the “Sweep Balance.” The Sweep Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to Sweep Services and shall have no liability to Customer with regard to such Services. Bank’s duties to act for Customer are solely mechanical and administrative in nature. As used in this Agreement, “Collected Funds” means the positive balance, if any, of the Sweep Account, after settlement at the close of each Business Day.

If Customer has elected to receive the Sweep Services, each Business Day, after all transactions have been posted to Customer’s Sweep Account, Bank shall transfer Collected Funds in excess of the Target Balance, to Customer’s Deposit Account. If at the end of the Business Day, the balance in Customer’s Sweep Account is less than the Target Balance, Customer authorizes Bank to transfer funds from Customer’s Deposit Account to Customer’s Sweep Account in amount necessary to meet the Target Balance in the Sweep Account.

