

Business Banking Services Suite Agreement



Effective October 1, 2017



BUSINESS BANKING SERVICES SUITE AGREEMENT

Thank you for opening and keeping your Business Banking Services Suite of cash management products with Patriot Bank.

Please read this entire Agreement carefully so you understand your rights and obligations for your deposit account and deposit relationship with us and keep it in a convenient place for future reference.

In this Agreement, “Patriot Bank”, “Patriot Bank, N.A.”, “the Bank”, “we”, “us” and “our” mean Patriot Bank, N.A. “The Customer”, “you” and “your” mean each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account.

Our accounts and services are generally available through our branches, through telephone banking and online. However, some accounts and services may not be available at all times, in all locations, or through all channels.



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1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings assigned to them in this Section 1. Other terms used but not defined in this Agreement have the meanings given to them contained in the other Account Documents, including the Terms and Conditions for deposit accounts.
 - 1.1 **Account.** "Account" means each of the deposit accounts actively maintained by the Customer with the Bank which are eligible and designated for the Services. Eligible Accounts include the business deposit account types designated by the Bank from time to time as eligible for the Services. The Bank reserves the right to restrict or disqualify any Account of the Customer from eligibility for the Services described in this Agreement.
 - 1.2 **Account Documents.** "Account Documents" means this Agreement, including the schedules and exhibits to it, and, to the extent applicable, the Bank's (i) Business Banking Services Suite Application, (ii) the Terms and Conditions for deposit accounts, (iii) Automated Clearing House (ACH) Origination Agreement, (iv) Pre-Funding Agreement for ACH Transactions, (v) Lockbox Agreement, (vi) Positive Pay Agreement, (vii) Remote Deposit Capture Agreement, (viii) other agreements, forms, brochures, schedules, services, prices and documents given at the time of opening or otherwise relating to any Accounts, and (ix) any amendments or additions to any of the foregoing that the Bank issues from time to time.
 - 1.3 **Administrator.** "Administrator" means any person designated by the customer as a Primary or Secondary Authorized Administrator responsible for designating and establishing Authorized Users according to the Security Procedures. Primary and Secondary Administrators have equal administrative rights.
 - 1.4 **Authorized User.** "Authorized User" means any person designated by the Customer as an authorized representative of the Customer or authorized by the Customer (by course of dealing or otherwise) to act on behalf of the Customer for transactions with respect to an account.
 - 1.5 **Available Funds.** "Available Funds" means funds from a deposit which become available in accordance with the Bank's Funds Availability Schedule, as amended from time to time.
 - 1.6 **Bank Security Procedures.** "The Bank Security Procedures" means those security procedures to be undertaken by the Bank described on **Schedule B, Number 2** to safeguard access to an Account and the confidentiality of the Customer Account information.
 - 1.7 **Business Days.** "Business Days" means weekdays, excluding Saturdays, Sundays, and federal holidays.
 - 1.8 **Customer Internal Security Procedures.** "The Customer Internal Security Procedures" means those Security Procedures to be used by the Customer to maintain the confidentiality and the integrity of the Password and Code and access to the Account, including those measures described in **Schedule B, Number 1** and those described in the other Account Documents.
 - 1.9 **Eastern Time.** "Eastern Time" or "ET" means Eastern Standard Time or Eastern Daylight Savings Time, as the case may be.

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- 1.10 Hours of Communication. “Hours of Communication” shall have the meaning ascribed to it in Section 20.
- 1.11 Passwords and Codes. “Passwords” and “Codes” mean password and a unique identification code established for the Customer, and each individual password and access code assigned to each Authorized User of an Account pursuant to procedures designated by the Bank.
- 1.12 Schedule. “Schedule” means a written schedule provided by the Bank and incorporated within this Agreement, which governs the parties’ rights and obligations with respect to the Services described in the Schedule.
- 1.13 Secure Notifications and Communications. “Secure Notifications and Communications” means all notifications to the Customer and communications from the Bank containing sensitive and personal information. All secure notifications will be conducted via the Bank’s Secure Email portal. The Customer will receive instructions when logging into the Bank’s Secure Email portal for the first time. The Customer will receive an email each time a statement is made available as well as when specific account notices are made available.
- 1.14 Services. “Services” means the Business Banking Services Suite provided by the Bank in this Agreement and selected by the Customer through the Business Banking Services Suite application process.
- 2. DEPOSIT ACCOUNTS**. The Customer shall establish and/or maintain one or more Accounts. Each Account shall be subject to the terms and conditions set forth herein and in the other Account Documents. The Customer shall, from time to time, fund each Account with a sufficient amount of cash and/or other immediately Available Funds to pay for (i) transfers from the Account, and (ii) fees and any other amounts due and owing to the Bank by the Customer and any affiliate or subsidiary of the Customer.
- 3. THE SERVICES**. The Bank shall provide to the Customer on an “AS IS/AS AVAILABLE” basis the Services selected by the Customer as provided above in Section 1.14, which may include:
- (i) Account Information and Reporting;
 - (ii) Bill Payment;
 - (iii) Stop Payment;
 - (iv) Check Images;
 - (v) Automated Clearing House (ACH) Pre-fund;
 - (vi) Wire Transfers;
 - (vii) Positive Pay;
 - (viii) Remote Deposit Capture;
 - (ix) Lockbox Services;
 - (x) eStatements;
 - (xi) Mobile Check Capture;
 - (xii) Other Account Services designated or offered by the Bank from time to time;

(xiii) Merchant and Payroll Services, offered through the Bank by InterMerchant Services, LLC ("IMS") – all credit reviews, applications and analysis are solely provided by IMS for these services.

Upon application and approval of the services you selected, the Bank will make every effort to set up selected services quickly. Some services will require credit review which will involve a longer set up time and may require submission of personal and business data before a service can be approved and opened. Your Branch Office will advise you of estimated availability of requested services and will advise you at the time the selected services are available.

If the Customer desires to discontinue any Service, the Customer must notify the Bank in writing within fourteen (14) Business Days of the effective date of the change. If the customer desires to add, or amend any service, the Customer must notify the Bank in writing to be delivered to your Branch Office and the Bank will process the request and notify the Customer when requested services are available to the Customer. All Services are provided under the terms and conditions set forth in this Agreement, and, to the extent applicable, the other Account Documents. The Bank reserves the right to limit the amount of an individual transfer or payment and the total amount of transfers and payments made each day. The Bank may from time to time add to or change the types and scope of Services included under this Agreement without prior notice to the Customer. You agree to be bound by the terms of this Agreement as amended from time to time.

4. **SECURITY PROCEDURES.** The Bank offers certain security procedures for the Bank's Business Banking Services Suite Customers. The Bank Security Procedures include use of Passwords and Codes to gain access to the Bank's Services through the Internet, and the other Security Procedures applicable to the Customer set forth in **Schedule B** attached hereto. The Bank may, but is not required to and cannot be held accountable for failure to maintain and implement other Security Procedures. The Bank shall have no responsibility for ensuring compliance with the procedures developed by the Customer for protecting the confidentiality of its Passwords and Codes. The Bank is not responsible for losses resulting from performing any transactions entered under the Passwords and Codes, whether or not the person actually entering such transactions is authorized by the Customer to perform such transactions or the transactions exceed the authority or violate duties the Customer entrusts to such person. The Bank reserves the right to amend or add to the Security Procedures from time to time.

The Bank strongly suggests using a dedicated computer for business online banking purposes only to help mitigate the risk of corporate account takeover. The Customer shall take extra care to review website error messages and immediately contact the Bank when such messages are received.

The Customer shall comply with the Customer Internal Security Procedures requirements described in **Schedule B** attached hereto and those applicable to the Customer under any other Account Documents. The Bank is not responsible for verifying through any Security Procedure the authorization and authenticity of any transactions transmitted to it by any Authorized User or Administrator. If the Bank is unable to verify an instruction to the Bank's satisfaction, the Bank may reject the

instruction. The Bank has the right to assume that any transaction transmitted by an Authorized User or Administrator of the Customer and received by the Bank, which transaction is purported to have been transmitted or authorized by the Customer, is so transmitted or authorized. The Customer agrees that the Bank's Security Procedures are commercially reasonable. The Customer will not hold the Bank responsible for any losses that could have been avoided or reduced had the Customer Internal Security Procedures been established and used by the Customer. The Customer acknowledges that the purpose of the Bank's Security Procedures are for limiting access to the Customer's Account(s) for the Bank's Business Banking Services Suite to parties having the Customer's access codes and protocols, and is not to detect errors in the transmission or content of data or orders using the Services. Accordingly, the Bank is not liable for errors in transmission or content of data, messages or payment orders caused by Authorized Users or other persons accessing the Customer's Account with the Customer's Passwords and Codes.

The Customer is strictly responsible for (i) establishing and maintaining procedures to safeguard against unauthorized transmissions through Bank's Business Banking Services Suite, (ii) ensuring that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, (iii) taking all necessary steps to maintain the confidentiality of the Security Procedures and any Passwords and Codes, security devices, and related instructions, and (iv) the risks associated with disclosure or unsupervised use of the Passwords and Codes and any security devices or procedures resulting in unauthorized use of the Services. The Bank's records and logging system shall be conclusive evidence with respect to any requests for Services and shall be binding upon the Customer. The Bank recommends that the customer monitors and reconciles all accounts on a daily basis to recognize fraudulent activity as soon as possible, including the verification of deposits.

In the event the Customer believes security may have been compromised, the Customer agrees to notify the Bank immediately, and confirm such notice in writing. After reasonable time to act upon an instruction of the Customer or, at any time, at the discretion of the Bank, the Bank may suspend or terminate some or all of the Services or remove the Customer, without prior notice to the Customer, from the Bank's Business Banking Services Suite to prevent any suspected, threatened or continuing unauthorized transaction until the integrity of the system is confirmed. The Customer shall notify the Bank in writing when its security problem is corrected.

- 5. CUSTOMER ACKNOWLEDGMENT AND RESPONSIBILITY.** The Customer acknowledges (i) the inherent risks and responsibilities associated with conducting business via the Internet; (ii) that it is responsible for maintaining all equipment required for its access to and use of the Services such as telephones, terminals, modems, routers, scanners and computers; (iii) that it is authorizing the Bank and its affiliates to allow access to its Accounts via the Internet; and (iv) it is authorizing the Bank, and any third party on the Bank's behalf, to serve as agent in processing transaction instructions received from the Customer via the Internet and to post such transactions to the Customer designated Accounts. The Customer agrees to use the equipment that is compatible with the Bank's programs, systems and equipment, which the Bank may change from time to time. The Customer must accurately describe transaction beneficiaries, and the beneficiary's financial institution in transfer and payment instructions. If the Customer describes any beneficiary or

institution inconsistently by name and number, other institutions and the Bank may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

The Customer shall be solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered by it in connection with any transaction. The Customer is solely responsible for naming any Authorized User, specifying those Accounts and Services to which each Authorized User shall have access and monitoring capabilities. The Bank shall have no responsibility for maintaining any records regarding the identity of the Authorized User or of the Services to which each Authorized User has access.

6. **CONFIDENTIAL INFORMATION.** The Customer acknowledges and agrees that the Services provided online pursuant to this Agreement and any related agreements are valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse compile, modify or alter any software or other proprietary information of the Bank. The Customer agrees to comply with the terms of any software license(s) provided to the Customer in connection with the Services.
7. **REJECTION OF REQUESTS.** The Bank shall have the right, but not the obligation, to reject any request transmitted if the request is incomplete, ambiguous, or inaccurate in any respect, or if the request involves a transfer of funds from an Account in which there are insufficient Available Funds to cover the request. No course of dealing or conduct on any prior occasion or occasions shall give the Customer the right to expect or rely on the Bank honoring a request for a transfer of funds from an Account if the Account lacks sufficient Available Funds. Should the Bank, at its sole option, elect to honor a transfer request against insufficient Available Funds, the Customer agrees to pay the Bank immediately upon demand any overdraft amounts, together with any and all overdraft or NSF fees and charges that may be assessed against such Account in accordance with the Bank's then current fee schedule.
8. **FEES.** In consideration for the Services, the Customer shall pay the Bank such fees as may be in effect from time to time as set forth in this Agreement or any schedules hereto. The Bank may debit any Account in the amount of any such fees, or if the Accounts do not contain sufficient Available Funds, any other account of the Customer at or with the Bank. The rates and charges specified by the Bank may be changed as provided in Section 16 of this Agreement. The initial amounts of certain fees are set forth in **Schedule C** attached to this Agreement. The Bank may charge the Customer according to the Account Documents and the Bank's fee schedule.
9. **EXCLUSION OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY, CONCERNING USE OF THE SERVICES DESCRIBED HEREIN, INCLUDING THAT INTERNET ACCESS, THE BANK'S WEBSITE AND THE SERVICES WILL OPERATE OR BE PROVIDED UNINTERRUPTED OR ERROR FREE. THE BANK DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREIN WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR

A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW. THE CUSTOMER ASSUMES THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THE BANK DOES NOT WARRANT THAT THE BANK SECURITY PROCEDURES WILL PREVENT ALL MISTAKES, UNAUTHORIZED ACCESS OR USE OR FRAUD OR THAT ALL FEATURES OF THE BANK'S SECURITY PROCEDURES WILL ALWAYS BE EMPLOYED AND USED 24 HOURS A DAY, SEVEN DAYS A WEEK. THE CUSTOMER EXPRESSLY CONFIRMS THAT IT HAS NOT RELIED UPON ANY REPRESENTATION BY THE BANK NOT CONTAINED IN THIS AGREEMENT OR THE OTHER ACCOUNT DOCUMENTS AS A BASIS FOR ENTERING INTO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

10. **COMPLIANCE.** The Customer shall comply with (and the Bank may report suspected violations of): (i) all applicable laws, regulations, rules and orders, including those dealing with money laundering, anti-terrorism measures and limitations imposed by the Office of Foreign Assets Control, (ii) the Account Documents, and (iii) all applicable automated clearing house and funds transfer network rules and regulations.
11. **LIMITATION OF LIABILITY.** In no event shall the Bank be liable for the failure or delay in performing the Services or its other responsibilities under the terms of this Agreement or any Account Documents, except where the Bank's failure is due to its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Bank shall not be liable to the Customer for failures, delays or errors occurring by reason of circumstances beyond the control of the Bank, including without limitation, failure of communication networks, hardware, system software or Internet Service Providers or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood, windstorms, or other catastrophes, acts of God, insurrection, war, terrorism, riots, failure of transportation, failure of vendors, communication or power supply interruptions, or malfunction of or unavoidable difficulties with system hardware or software, hackers, vandals and law breakers. If, for any reason, the Bank is adjudged liable to the Customer under this Agreement, the Account Documents, in connection with the Services or the Account or otherwise, the amount of damages recoverable by the Customer shall not exceed the payments made by the Customer for the Services in the month prior to the occurrence of such damage or loss, but only to the extent that such damages are the result of the Bank's gross negligence or willful misconduct. **IN NO EVENT SHALL THE BANK BE LIABLE FOR LOST PROFITS, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FORESEEABLE OR NON-FORESEEABLE, WHICH MAY ARISE IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE BANK'S CONDUCT OR RESPONSIBILITIES, EVEN IF THE CUSTOMER ADVISES THE BANK OF THE POSSIBILITY OF SUCH DAMAGES.**

The Bank shall have no liability for any virus or similar problem that may develop now or in the future, which causes any harm to the Customer's systems resulting from the use of the Services via the Internet. The provisions of this Section 11 shall survive the termination of the Agreement.

12. INDEMNIFICATION. The Customer shall indemnify and hold harmless the Bank and its officers, directors, employees, agents and affiliates from and against any and all losses, claims, injuries, liabilities, costs, penalties, damages, expenses or other harm or injury which they may incur or suffer or which may be asserted by any person or entity, including reasonable attorneys' fees and court costs (the "Losses"), arising out of (i) any failure by the Customer to observe or perform any covenant of or duty under this Agreement, the Account Documents or any other wrongdoing or failure of the Customer, including the Customer's failure to observe or maintain the Customer Internal Security Procedures, (ii) any wrongful act or violation of any law, regulation, or agreement by the Customer or any employee, agent, affiliate or subsidiary of the Customer in connection with any Service provided by the Bank, or (iii) any action taken or omitted to be taken by the Bank in reliance upon information or instructions provided to the Bank by the Customer or any affiliate or subsidiary of the Customer or by anyone using the Customer's Passwords and Codes, provided, however, that the Customer shall not be required to indemnify and hold harmless the Bank from any Losses which are caused by the Bank's gross negligence or willful misconduct. The provisions of this Section 12 shall survive the termination of the Agreement.

13. TERM AND TERMINATION.

13.1 In General. This Agreement shall continue in full force and effect until this Agreement is terminated as provided herein.

13.2 Customer Termination of Services. The Customer may terminate the specified Services under this Agreement by giving the Bank fourteen (14) business days advance written notice delivered to your Branch Office of the intent to terminate specified Services under the Agreement. Termination of Services will then take place either on the fifteenth (15th) day following the Bank receipt of the written notice or at such time as the Bank is able to suspend specified services. This Customer termination notification requirement does not apply to Lockbox Services. The Lockbox Services Termination requirement is a thirty (30) days advance written notification delivered to your Branch Office.

13.3 Bank Termination or Suspension Without Cause. The Bank reserves the right to terminate the Agreement or terminate or suspend any or all of the Services, at any time, at the Bank's discretion without providing advance notice of such termination to the Customer.

13.4 Bank Termination or Suspension for Cause. The Bank may terminate the Agreement and/or terminate or suspend the Services immediately, with or without notice for any reason, if: (i) the Customer fails to comply with any of its material obligations hereunder, including Security Procedures; (ii) the Customer is in default under any other Account Documents or material obligation with the Bank; (iii) a receiver, custodian, trustee, or similar official has been appointed, or been applied for by the Customer for all or a substantial part of the Customer's property, any general assignment has been made for the benefit of creditors, a voluntary or involuntary case, petition or proceeding has been commenced under the United States Bankruptcy Code or any other statute or regulation relating to bankruptcy or relief of debtors seeking liquidation, reorganization or other relief with respect to the Customer, or its debts, or the Customer or any other person on behalf of the Customer has taken any action under

the laws of any jurisdiction applicable to the Customer which is similar to any of the foregoing; (iv) there has been a material adverse change in the financial circumstances of the Customer; (v) the Customer's Account(s) at or with the Bank have been closed; (vi) the Bank deems immediate termination of Services, the Agreement and/or any other Account Document as necessary or appropriate in its discretion in order to prevent, reduce the risk of, or in the event of, an actual, threatened or suspected fraud, mistake, abuse, compromise of system integrity, breach of confidentiality, breach of Security Procedures, interruptions of Service, virus, hackers, force majeure events, or financial loss to the Bank, the Customer, or any third party; or (vii) termination or suspension of Services is required by law, regulation, bank regulatory authority, or court order. For purposes of this subsection, the term "Customer" shall be deemed to include any affiliate of the Customer.

13.5 Notice of Termination or Suspension. In the event of a bankruptcy proceeding filed by or against the Customer, termination of Services shall be deemed automatic, unless the Bank otherwise consents. The Bank is not obligated to give notice of its termination of the Agreement or termination or suspension of Services nor subject it to any liability.

13.6 Rights and Duties Upon Termination. Upon termination of Services or the Agreement, the Customer shall cease using the Services, promptly return to the Bank any confidential information provided by or belonging to the Bank, continue to preserve the confidentiality of the Security Procedures, and pay to the Bank all sums due or owing to the Bank under or in connection with the Agreement. The termination of the Agreement shall not affect rights and obligations of the parties that have accrued or relate to Services rendered prior to such termination or which by their nature or are expressly stated to survive termination, including the limitations of liability and indemnities protecting the Bank under the Agreement and the other Account Documents.

14. **CUSTOMER INFORMATION.**

14.1 In General. The Customer shall (i) provide, or cause to be provided, to the Bank any information or documents, including the Customer's financial statements, and (ii) execute, or cause to be executed, any document or instrument which the Bank reasonably deems necessary or appropriate to provide the Services or to determine the Customer's continued eligibility for them. If any suspected, threatened or actual breach or noncompliance of Security Procedures (**Schedule B**) occurs or any loss is incurred by or claim is made against the Bank, the Customer or a third party arising out of or pertaining to any of the Services or the Customer's Account(s), the Bank shall have the right, but is under no obligation, to inspect and audit the Customer's books and records, facilities, and Security Procedures, and interview the Customer's personnel to determine the existence, extent, cause and other particulars in connection therewith. The Customer agrees to fully cooperate and preserve evidence and records of any event, loss or breach for the Bank's review and inspection.

14.2 Bank Reliance on Information and Authenticity. The Customer assumes the sole responsibility for providing the Bank with complete and accurate information in the form and format that the Bank requires (e.g., in connection with wire and ACH transfers). The Bank is not responsible for confirming such information, or for

monitoring or refusing to process duplicate instructions by the Customer or the Customer's agents. The Bank shall, when providing the Services, be entitled to rely upon (i) the accuracy of information, data and authorizations received from the Customer or an Authorized Representative, and (ii) the authenticity of any request, information or representation purporting to be from, or signature, electronic signature, user identification or security code purporting to be that of the Customer or an Administrator or Authorized User.

- 14.3 **Sharing of Information.** The Customer authorizes the Bank to exchange or otherwise disclose information provided to the Bank when the Account was established or in connection with the Agreement and any related agreements as well as Account and transactional information with other financial institutions, law enforcement agencies, third party service providers, or other third parties. Such third parties may include, for example, financial service providers such as mortgage bankers, non-financial companies such as direct marketers, government agencies, and non-profit organizations. The typical purposes for which the Bank may share such information include, but are not limited to, situations necessary for the Bank to conduct its business, to protect against fraud or other financial loss, to offer various products and services directly or through a third party, and to answer questions about the Bank's credit experience with the Customer.

- 14.4 **Business Purposes Only.** The Customer agrees that each Account and the Services will be used only for business purposes and not for personal, family or household purposes.

15. **ASSIGNMENT AND DELEGATION.** The Bank may, at any time, assign the Agreement, in whole or in part, or delegate any of its functions hereunder to any affiliate, purchaser, successor, or subcontractor. The Customer may not sell, assign or transfer the Agreement, merge, consolidate or suffer a direct or indirect change in control of its controlling shareholders and continue with this Agreement without the Bank's prior written consent.

16. **AMENDMENT.** The Agreement may be amended only by a writing executed by the parties hereto. Notwithstanding the foregoing, the Bank may at any time, except to the extent otherwise required by applicable federal law, amend or make additions to the Agreement, any Schedule or related agreement, or the other Account Documents and/or related terms and conditions upon notice to the Customer or by posting on the Internet or making available to its customers any generally applicable notice of amendments or additions to the Agreement or any related Schedule or Agreement, the Bank's other Account Documents and/or related terms and conditions. Such notice may be sent to the Customer electronically.

17. **APPLICABLE LAW/JURY TRIAL WAIVER.** The Agreement shall be construed in accordance with and governed by federal law and the laws of the state where your Branch Office is located. The Customer consents to jurisdiction and venue in the state and federal courts located in the States of Connecticut and New York. If the Bank is the prevailing party in any arbitration or court proceedings, the court or arbitrator shall award to it, in addition to its damages and costs, all attorneys' fees and disbursements, expert witness fees, court or arbitration costs, and other out-of-pocket fees and expenses incurred by it in connection with such proceedings.

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- 18. NO AGENCY OR JOINT VENTURE CREATED.** The Agreement shall not be deemed to constitute the parties as partners or joint venturers nor shall any party be deemed to be the agent of any other party.
- 19. ELECTRONIC COMMUNICATIONS.** By signing the Business Banking Services Suite Application or using the Services, the Customer consents to electronic transmission of all information, communications and records. The Customer's consent will be effective until the Agreement is terminated. The Customer may revoke its consent by notifying the Bank as set forth in the Notice section. The Bank may provide to the Customer electronically information, communications and records, whether account statements, disclosures, reports or forms, including federal, state and local income tax forms or non-recurring communications, such as changes in terms and conditions, including changes in fees. The Customer consents to receiving notifications that the applicable communication, notice or disclosure is available online. The Customer is responsible for ensuring that the Customer's email address provided to the Bank is current and correct.
- 20. HOURS OF COMMUNICATION.** The Services are available on an "AS IS/AS AVAILABLE" basis. The Bank does not guarantee provision of the Services to the Customer 24 hours a day, seven days a week under the Agreement. The Services may not be available at certain times due to system maintenance, release of new functionality, and circumstances beyond the Bank's control. The Bank may change, suspend, or terminate access to the Services at any time with or without notice. While the Bank may provide notice to the Customer prior to system unavailability for scheduled maintenance or upgrades, which may be electronically provided to the Customer, the Bank is under no obligation to do so. The current cut-off times for specific transactions are set forth in **Schedule D.**
- 21. NOTICE.**
- (a) Except as otherwise provided below or elsewhere in the Agreement, all notices and other communications by the Customer to the Bank and the Bank to the Customer relating to the Agreement shall be in writing sent by first class mail, overnight courier or personal delivery.

Notices sent to the Customer shall be addressed to:

The Customer's primary mailing address as shown on the Bank's records at the time notice is sent.

Notices sent to the Bank shall be addressed to:

Patriot Bank, N.A.

900 Bedford Street

Stamford, CT 06901

Attn: Deposit Operations

or at such other address as the Bank may specify in writing.

- (b) Any notice or communication to the Customer will be effective on the earliest of the date it is actually received, one Business Day after being sent by Overnight Courier, or 5 days after it is mailed by first class mail. Any notice or communication to the Bank will be effective only when the Bank has actually received, and has had a reasonable time to act on, such notice or communication.

- (c) The Bank may also provide notices to the Customer by telephone, telecopy, computer or electronic transmission at the telephone number, telecopy number, email address or other location or number for the Customer as shown on the Bank's records. Any such notice or communication provided by telecopy, computer or electronic transmission will be effective upon the Bank's transmission thereof to the Customer, and any such notice given by telephone will be effective upon the Customer's receipt thereof, including receipt through voicemail.
 - (d) Notwithstanding the foregoing, any notice to the Bank by the Customer relating to a breach of Security Procedures, an unauthorized transaction, compromise of system integrity, loss of confidentiality of data, break down or interruption of Services, violation of law, or other event or circumstance giving rise to possible loss to the Customer, the Bank or third parties, shall be reported by the Customer to the Bank immediately, and in no event later than 24 hours after, the discovery thereof, by expedited means such as overnight courier, telephone, confirmed email or telecopy with receipt acknowledged, as well as in writing. If the Customer sends the Bank notice by email, the Bank might not receive or review it immediately. The Bank will have a reasonable time to act upon any email request or notice, and reserves the right to reject any transaction or request received by email. The Customer acknowledges that, even though email may be encrypted, the Bank cannot ensure that an email will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, the Customer should not send account data or other sensitive information to the Bank by email.
 - (e) Without limiting the foregoing, the Bank is entitled to rely on any notice, instruction or communication that it believes in good faith to be genuine or has been authorized or signed by the Customer's authorized representative or which has been sent in accordance with the Security Procedures. The Bank may, but is not obligated to, rely on all notices, instructions and other communications sent to the Bank via telecopy or electronic transmission as though they were sent in writing, but is not responsible for any notices it does not receive or recognize as coming from the Customer relating to the Agreement.
 - (f) The Customer agrees that any required notice of a change to the terms of the Agreement may be posted to the Bank's website, sent to the Customer electronically by email, or mailed to the Customer at the Customer's address as reflected in the Bank's records.
- 22. PROVISIONS SEVERABLE.** If any provision of the Agreement shall be held to be void or unenforceable by any court of competent jurisdiction or any governmental regulatory agency, such provision shall be construed by each party to be severed from the Agreement. All remaining provisions of the Agreement shall be considered by the parties to remain in full force and effect.
- 23. WAIVER.** No waiver of any right or obligation under the Agreement by any party on any occasion shall be deemed to operate as a waiver on any subsequent occasion. No waiver of any power, right, remedy or privilege of the Bank hereunder shall be effective unless such waiver is memorialized in writing and signed by the Bank.

24. **SECTION HEADINGS.** Section headings are intended only to assist in the organization of the Agreement and do not in any way limit or otherwise define the rights and liabilities of the parties.
25. **ENTIRE AGREEMENT.** The Agreement, together with all related Schedules, the other Account Documents and related terms and conditions, constitute the entire Agreement between the Customer and the Bank and supersedes all other prior communications and understandings between the Customer and the Bank with respect to the subject matter of the Agreement. In the event of any conflict between the Agreement and the other Account Documents, the terms of the Agreement shall control, except to the extent that the terms of the other Account Documents are more protective of the Bank with respect to the conduct or transaction in question.
26. **CUSTOMER'S ACCEPTANCE.** By signing the Business Banking Services Suite Application, the Customer agrees to be bound by all terms and conditions of this Agreement. The rights and obligations of the Bank under the Agreement and each Schedule shall apply solely with respect to the Service provided by the Bank in connection with accounts maintained by the Customer at the Bank.

Schedule A1

Online Account Information Services

The Online Account Information Services consist of:

- (1) Prior Day Account Information Reporting – The Customer can view balance and transaction information through the previous Business Day including a summary of Ledger Balance, Available Balance, Check Images, and details of Transaction History.
- (2) Intraday Account Information – The Customer can view balance and transaction information through the same Business Day including a summary of Ledger Balance, Available Balance, Check Images, and details of Transaction History.
- (3) Copies of In-Clearing Checks – The Customer can view the front and back images of items via the Internet. The Customer may print such images as required.
- (4) Book Transfer – The Customer can initiate transfers between accounts at the Bank for Accounts set up on the Bank's Business Banking Service Suite system. The Accounts must have sufficient Available Funds before the Bank will process a transfer request.

Schedule A2

Online Bill Payment Services

This Schedule contains the Terms and Conditions for the Bank's Online Bill Payment Services.

Online Bill Payment Services allow the Customer to communicate with the Bank electronically and make payments to others as provided below.

- (a) Bill Payments. The Customer may make payments to others from one or more of the Customer's designated checking accounts with the Bank. If the Customer links more than one checking account to the Services, the Customer must specify which account the Customer wishes to use in making payments.
- (b) Eligible Payees. The Bank reserves the right to determine who may be a payee with respect to online payments. The Customer may not use the Service to pay taxes. Unless the Bank advises the Customer otherwise, payments may be made only to payees located in the United States.
- (c) Initiating Payments. To initiate a payment, the Customer must specify the person or business the Customer wishes to pay, the date for processing the Customer's payment, the amount to be paid, and the Customer's account number with the payee, if applicable. The first time the Customer requests a payment to be made to a payee, the Customer must also specify the payee's address and the number of the account from which the payment is to be made. The Bank may modify the payee address to accommodate special processing requirements. The Bank will send the Customer's payment to the payee either by transferring the funds electronically or by mailing a check to the payee.
- (d) Automatic Recurring Payments. The Customer may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once the Customer's automatic bill payment arrangements are established, the Bank will make the payments without further requests by the Customer. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.
- (e) Charging Customer's Account. When the Customer transmits a payment request, the Customer authorizes the Bank to charge the Customer's designated account on the date the Bank processes the payment (e.g., the day the Bank initiates payment by an ACH entry or pays a check). The Bank may treat online checks with the same effect as if the Customer had signed them. The Customer may not stop the payment of an online check once the transaction has been posted to the Customer's account.
- (f) Scheduling Bill Payments. The Bank sends payments electronically or by check, depending on the Payee relationship with the Bill Pay provider.

Electronic Payments: When payments are sent out electronically, the Customer's account is debited on the Deliver By Date.

Direct Check Payments: When payment is sent out via direct check:

- The payment is drawn against the Customer's checking account, using the Bank's routing number and Customer's actual account number.

Business Banking Services Suite Agreement

- Additionally, the checks are printed with Customer's name, address, payment date and payment amount.
- The Customer's account is debited when the payee deposits the check. The Bank will know if the check has cleared or been cashed, and the transaction will show in the Customer's online transaction history.
- Stop payments must be placed by the Bank. The Bank will have access to the check number used by the Bill Pay system.
- Bill Pay checks are void after 90 days.

NOTE: Direct checks will be used if the business includes an invoice with the payment.

Cut Off Times For Electronic Payments:

If scheduled by 4:00pm Eastern Time (ET), the earliest Deliver By Date is one business day in the future. After this cutoff, the earliest Deliver By Date is four business days in the future.

Cut Off Times for Check Payments:

If scheduled by 4:00pm Eastern Time (ET), the earliest Deliver By Date is four business day in the future. After this cutoff, the earliest Deliver By Date is five business days in the future.

The Customer should enter and transmit the Customer's payment instructions to the Bank at least five business days before the Customer's payment is due (without regard to any grace period). The first time the Customer initiates a bill payment for a specific payee, the Customer must provide the Bank with the necessary payment information and instruction at least 10 business days in advance of the date the Customer wants the Bank to initiate payment. Although the Bank may be able to pay certain payees electronically within three business days of the Processing Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is the Customer's responsibility to request that payments be made in such a manner that they will be received in time. The Customer is solely responsible for any damages, such as late charges, that may be imposed as a result of the Customer's failure to identify the correct Due Date and transmit the Customer's payment instructions to the Bank in a timely manner.

The Bank covers any late-payment related charges (up to \$50.00) should a payment arrive after its deliver by date, as long as the Customer scheduled the transaction in accordance with the Bank's on time payment guarantee. This guarantee pertains to electronic payments only.

Expedited Payment Notes:

If the expedited electronic payment is delivered late due to a Bill Pay error, the Customer can request to have the convenience fee and any late fees refunded.

If the overnight check is delivered late due to a Bill Pay or delivery vendor error, the Customer can request to have only the convenience fee refunded.

- (g) Canceling Bill Payments. If the Customer makes a mistake or decides to cancel a payment order the Customer has entered in the Bank's system, the Customer can cancel it online prior to the scheduled payment date *which may be well in advance of the actual payment due date* on the Bank's system by the Bank's then-current cut-off hour for such requests.

Schedule A3

Online Stop Payment Services

This Schedule contains the Terms and Conditions for the Bank's Online Stop Payment Services.

The Bank agrees to enter a stop payment for checks if the Customer properly and timely executes a stop payment request through the Internet under the terms and procedures of this Agreement.

- (a) Prior to requesting a Stop Payment through Internet Banking, the Customer must first verify that the item has not already been posted to its Account. The Bank will acknowledge its receipt of a proper stop payment request by an appropriate response message. The message will state "Request to stop payment on Check # _____ was submitted successfully." No stop payment is considered received by the Bank until the appropriate message response is displayed. The Customer is responsible for demonstrating that the appropriate response message has been displayed.
- (b) The Customer may stop payment on an individual check only. The Bank does not allow the Customer to stop payment on a range or series of check numbers.
- (c) If an item has already been paid prior to the Bank's acceptance of and ability to act on the Customer's stop payment request, then the Bank need not further attempt to stop or reverse payment and shall not be liable for any loss incurred by the Customer arising from the event, even though the Bank received or acknowledged receipt or acceptance of the stop payment request prior to payment of the item. In some cases, the Bank may, but is not required, to process the stop payment request even though the item has been cashed or a similar stop payment request was previously entered.

Schedule A4

Automated Clearing House Origination Services

This Schedule contains the Terms and Conditions governing the Bank's Automated Clearing House Network (the "ACH") services.

1. Purpose

These provisions govern the Customer's ability to initiate Credit and Debit Entries pursuant to the terms of the Business Banking Services Suite Agreement and the rules of the National Automated Clearing House Association ("NACHA") through the Bank to accounts maintained at the Bank and other banks and financial institutions through the ACH Network and the Bank's willingness to act as an Originating Depository Financial Institution with respect to such Entries. The Customer understands that by using the Bank's ACH services the Customer agrees to the terms and conditions of these ACH provisions.

2. Definitions

Unless otherwise defined herein, all capitalized terms shall have the meanings assigned in Section 1 of the Business Banking Services Suite Agreement or the operating rules (the "Rules") established by NACHA, as applicable. The term "Entries" shall have the meaning provided in the Rules and also shall mean and include any and all data received from the Customer hereunder which the Bank uses to prepare Entries.

3. Types of Entries

As used in this Schedule, the following are ACH Standard Entry Class Codes (SEC):

- (a) CCD – Corporate Credit or Debit – Either a Credit or Debit where funds are either distributed or consolidated between corporate entities.
- (b) CTX – Corporate Trade Exchange – The transfer of funds (Debit or Credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.
- (c) PPD – Prearranged Payment and Deposit
 - (i) Direct Deposit – The transfer of funds into a consumer's account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
 - (ii) Direct Payment – Preauthorized payment is a Debit application. This includes recurring bills that do not vary in amount – insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.
- (d) TEL – Telephone-Initiated Entry – This is used for the origination of a single Debit Entry transaction to a consumer's account pursuant to an oral authorization obtained from the consumer via the telephone.
- (e) WEB – Internet-Initiated Entry – A Debit Entry or enrollment in recurring debit to a consumer account initiated by an Originator pursuant to an authorization that is obtained from the receiver via the Internet.

4. **Acceptance of ACH Rules**

The Customer agrees to comply with and be bound by the current Rules in existence and as amended from time to time. The Customer's obligations set forth in this Schedule and the Business Banking Services Suite Agreement in no way limits the requirement of complying with the Rules. Any fines or liabilities imposed against the Bank for a violation of the Rules caused by an action and/or inaction of the Customer may be assessed against the Customer. If the Customer utilizes third-party vendor or processor, the Customer will take such measures as may be necessary to ensure compliance with the Rules by such vendors and processors.

5. **Other Applicable Laws**

The Customer acknowledges that it will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control (OFAC). It shall be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions.

6. **Underwriting**

The Customer's approval for use of ACH services will be subject to underwriting criteria as established by the Bank from time to time. The Bank will communicate the information the Customer is required to provide. The Customer agrees to provide the Bank with such financial, business, and operating information as the Bank may reasonably request in connection the underwriting and approval process.

- 6.1 Credit Exposure. In the event services requested by the Customer may result in credit exposure to the Bank, the Bank may limit its exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. The Customer agrees, upon request, to comply with the Bank's underwriting requirements. Exposure limits are discussed in more detail in Section 20.

7. **Format and Requirements of Entry Requests**

The Customer agrees to abide by the Bank's procedures and deadlines for originating Entries, as the same may change from time to time. The Customer agrees to conform all Entries to the format, content, and other specifications contained in the Rules or provided by the Bank. The Bank may, but shall not be obligated to, accept and execute transfer instructions delivered by the Customer or its agent in a mutually agreeable format through the ACH. The Bank shall execute such instructions in accordance with the Rules, the terms of this Schedule, and the Bank's procedures, including its security procedures. The Customer agrees to provide the Bank with such test files, information, prenotification files and actual payment files for processing as required under the Rules, applicable laws, and the Bank's procedures.

- 7.1 Balanced or Unbalanced Entry. The Bank shall notify the Customer whether Entries shall be in the form of balanced or unbalanced files. If the Bank requires a balanced file, the Bank shall control when and where offset Entries occur. If the Bank requires an unbalanced file, the Customer's Entry request shall contain only the originating items for that Entry without any corresponding offset or settlement transaction.

8. Authorizations

- 8.1 Initial Authorization. Prior to initiation of the first Debit or Credit Entry, the Customer agrees to obtain proper authorization, in accordance with the Rules, from its employees and the customers permitting the initiation of Entries to its employees' and the customers' accounts at a Receiving Bank.
- 8.2 Format of Authorization. An authorization agreement must be readily identifiable as either an ACH Credit or an ACH Debit authorization and shall clearly and conspicuously state the terms of the authorization so that the consumer or the Customer understands the authorization to which he or she is agreeing. All Debits to consumer accounts shall be authorized by the consumer in writing and shall be signed or similarly authenticated using a digital signature or other code. For Debit Entries, the Customer shall provide the consumer with evidence of the authorization and information regarding the manner in which authorization can be revoked. The Customer, upon request, shall present a copy of their customer's authorization to the Bank within five (5) Business Days. The Customer shall retain the signed or authenticated authorization for a period of six (6) calendar years following the termination or revocation of the authorization. The Customer will initiate no Entry after the termination or revocation of a consumer's authorization.
- 8.3 SEC Codes. The following table displays the proper SEC Codes to be used depending on the method the Customer used to obtain authorization to debit or credit an individual or business account:

<u>SEC Code</u>	<u>Debit/Credit</u>	<u>Authorization Method</u>
PPD	Debit or Credit	Document signed by individual or similarly authenticated
CCD, CTX	Debit or Credit	Document signed or verbal agreement by the Customer*
WEB	Debit Only	Via the internet
TEL	Debit Only	Verbal authorization via the telephone. (phone line must be recorded line or notice sent)

*All transactions from a business account must be CCD or CTX.

9. Prenotifications

The Customers choosing to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers agree not to initiate live dollar Entries for at least six (6) Business Days following the settlement date of the prenotification Entry. All prenotification Entries shall be provided to the Bank in the format provided in the Rules. The Customer is responsible for correcting errors in rejected or returned prenotifications prior to transmitting further Entries to the routing and accounting numbers listed in rejection/return notices.

10. Notification of Change

The Bank will notify the Customer of all Notifications of Changes (NOC) received by the Bank related to Entries transmitted by the Customer no later than three (3) Business Days after the settlement date of the NOC. The Customer agrees to make the changes submitted within six (6) Business Days of the receipt of the NOC information prior to its next "live" ACH transmission to the Bank. If the Customer determines that the NOC is incorrect, the Customer shall generate a Refused NOC notice and deliver such notice to Patriot Bank, N.A., 900 Bedford Street, Stamford, CT 06901, Attention Deposit Operations, within fifteen (15) calendar days of the Customer's receipt of the NOC.

11. Transmission of Credit and Debit Entries

The Bank will initiate properly authorized and completed ACH Credit and Debit Entries, subject to funds availability, on the later of the second Business Day or a future requested Business Day provided the requests are received prior to the posted Cut-Off Times and are in compliance with the Bank's provisions and other specifications contained in the Rules. The Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions.

- 11.1 Credit Entries. In accordance with the Rules, the Bank shall not be obligated to provide a separate notice to the Customer of the Bank's acceptance of credit transfer instructions designating the Customer as beneficiary. Notice of such acceptance will be provided as part of the Customer's periodic account statement. The Customer agrees to notify the Bank promptly of any discrepancy between the Customer's records and the information displayed on any such periodic statement. The Bank shall not be liable for any losses, including loss of interest with respect to an Entry, resulting from the Customer's failure to notify the Bank of any such discrepancy immediately upon the receipt of a periodic statement containing such information. The Customer is precluded from asserting any discrepancy against the Bank where the Customer failed to notify the Bank of the discrepancy immediately upon receipt of the periodic statement containing the discrepancy.

- 11.2 Provisional Credit. The Customer acknowledges the Rules' designation that the credit given by the Bank to the Customer based on a Credit Entry is provisional until the Bank receives final settlement or payment for such Entry. The Bank will hold the credit entry for three (3) business days. If such settlement or payment is not received, the Bank is entitled to a refund from the credited party, and the originator of the Entry shall not be deemed to have paid the beneficiary the amount of such Entry.

12. Data Retention for Remaking of Entries

The Customer shall retain data on file adequate to permit remaking of Entries for one (1) calendar year following the Effective Entry Date and shall provide such data to the Bank upon its request. In addition to its obligation in the Rules regarding the retention of certain Debit Entry authorization agreements, the Customer agrees to retain a copy of each such authorization agreement for the period specified in the Rules and will permit the Bank to examine such authorization agreements at such time or times as the Bank may reasonably request and will furnish to the Bank a copy of any such authorization agreement upon request.

13. Prefunding

The Bank, in its sole discretion, will require the Customer to irrevocably make available to the Bank, in actually and finally collected funds, the total amount of all ACH Credit originations two (2) Business Days prior to the time the Bank processes Entries (to "Prefund"). The Customer may Prefund its Credit originations by maintaining a sufficient balance of actually and finally collected funds in its Account. The Customer authorizes the Bank, prior to processing Credit Entries, to deduct from the Customer's Account the amount needed to Prefund ACH Credits.

- 13.1 Effect of Failure to Prefund. The Customer's failure or refusal to Prefund the full amounts of its ACH Credits in a cycle will result in the Bank, at its sole discretion, refusing to process non-Prefunded items.

- 13.2 Bank's Obligation Regarding Prefunded Entries. When the Customer Prefunds its ACH Credits, the Customer's obligation to settle in respect to the Prefunded ACH Credit items up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by an irrevocable obligation of the Bank to settle the Prefunded items on the settlement date.

14. Cancellation or Amendment of Entries

The Customer shall have no right to cancel or amend any Entry after receipt by the Bank. However, the Bank, consistent with the Rules, will make reasonable efforts to correct or reverse an ACH Entry if the Bank receives the request in a reasonable time prior to release of the Entry to the ACH Network and the request contains all of the required information. The Bank may request that the Customer provide additional written confirmation. Should the Customer discover an erroneous Entry before 2:00 P.M. ET on the day the Entry is scheduled for processing, the Customer should contact the Bank at 888-728-7468. The Bank shall have no liability for its failure to effect a change or cancellation and the Customer agrees to indemnify and hold the Bank harmless from any and all claims, demands, liabilities, or expenses resulting directly or indirectly from the Bank's actions.

15. Reversing Entries

The Customer may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions as permitted by the Rules. In so doing, the Customer warrants that it has initiated the reversing Entries within five (5) Business Days of the Original Entry and within 24 hours of discovery of the error. The Customer warrants that the account holder of a reversing Entry has been notified of the reversal and the reason for the reversal no later than the settlement date of the reversing Entry. The Customer indemnifies all parties to the transaction(s) from and against any and all claim, demand, loss, liability, or expense related to the reversal of the Entry or Entries.

16. Returned Entries

No later than one Business Day after receipt, the Bank shall contact the Customer by telephone and may send a written notice electronically or by mail of a returned Debit Entry exceeding \$2,500 or a returned Credit Entry of any dollar amount. The Bank shall have no obligation to retransmit a returned Entry to the ACH Network. The Customer agrees to immediately provide sufficient available funds to indemnify the Bank against any Debit Entries returned after withdrawal of funds from Debit Entries made available to the Customer and any adjustments relating to any Debit Entry received by the Bank.

17. Rejection of Entries

The Bank may reject any Entry or file of Entries, including on-us Entries, that do not comply with the requirements of the Business Banking Service Suite Agreement and these ACH provisions. The Bank may reject any Entry or file of Entries if the Customer is not otherwise in compliance with the terms of the Agreement. The Bank shall notify the Customer of such rejection no later than the Business Day such Entry or file of Entries would otherwise have been transmitted by the Bank to the ACH Network or, in the case of an on-us Entry, its effective Entry date. It shall be the responsibility of the Customer to remake any Entries rejected by the Bank or the ACH Operator.

- 17.1 The Bank shall have no obligation to transmit Entries if the Customer is in default of any obligations to the Bank.

18. Name and Account Number Inconsistency

The Customer agrees that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made, as provided in the Rules, on the basis of the account number, even if it identifies a party different from the named receiver.

19. Settlement Account

The Customer shall properly maintain a settlement account with the Bank, shall comply with the procedures and regulations governing these accounts, and shall pay any fees associated with the use or maintenance of these accounts. The Customer shall maintain such settlement account for the term of the Business Banking Services Suite Agreement and until the period for Returned Entries has lapsed.

- 19.1 Sufficient Available Funds. The Customer shall maintain in its settlement account, as of the settlement date, immediately available funds sufficient to cover all Entries initiated by the Customer, unless the Customer has otherwise Prefunded such Entries.
- 19.2 Authorization to Debit. The Customer authorizes the Bank, without prior notice or demand, to debit its settlement account on the settlement date in the amount of each Entry and for any other amount payable under this Agreement.
- 19.3 Authorization to Credit. The Customer authorizes the Bank, without prior notice or demand, to credit the settlement account for any amounts payable to the Customer.
- 19.4 Settlement on Posting Date. Settlement for Entries will be made to the Customer's account on the posting date, either by Crediting or Debiting the Customer's account for the total amount of readable Entries processed, unless the Customer has otherwise Prefunded such Entries.
- 19.5 Reserves. From time to time, the Bank shall evaluate the Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, and returns and adjustments. These evaluations may occur annually or may occur more frequently at the Bank's discretion. In connection with such evaluations, the Bank reserves the right to require the Customer to establish reserves with the Bank, as calculated by the Bank, to cover the Customer's obligations to the Bank arising from ACH activities. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by the Bank's periodic evaluations. The amount of reserves required by the Bank, if any, will be

communicated directly to the Customer from time to time. The Customer agrees to establish reserves as required by the Bank within seven (7) Business Days after a notification from the Bank setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. The Bank may suspend ACH processing activity for the Customer if the Customer fails to establish the required amount of reserves within the time period specified by the Bank in its notice to the Customer.

20. Exposure Limits

The Customer's total ACH Entries outstanding at any point in time will not exceed its approved ACH Exposure Limit that will be separately provided, and may be amended from time to time by the Bank without the need for prior consent.

20.1 The Customer agrees that the Bank will not process an Overlimit Entry (as defined below). The Bank will suspend any Overlimit Entry submitted by the Customer and, following its receipt of an Overlimit Entry, may suspend all In-Process Entries (as defined below). The Customer acknowledges that any Overlimit Entry or other In-Process Entries suspended by the Bank will not settle on their scheduled Settlement Date. If the Customer wishes to initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit (as defined below), the Customer may submit to the Bank its request to initiate an Entry that otherwise would be an Overlimit Entry. The Customer shall submit its request at least two (2) Business Days prior to the date on which the Customer wishes to initiate the Entry that otherwise would be an Overlimit Entry. The Bank may require from the Customer financial or other information in connection with the Bank's consideration of the request. The Bank may grant or deny the Customer's request at its sole discretion. In addition to the foregoing, the Bank generally reserves the right to limit the nature and amount of the preauthorized Debit/Credit Entries processed under these provisions or to refuse to process any Debit/Credit Entries under these provisions if, in the Bank's sole judgment:

- (a) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason;
- (b) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk; or
- (c) a preauthorized Credit Entry or the return of a preauthorized Debit Entry would create an overdraft of the Customer's Accounts.

Definitions

- (i) "Overlimit Entry" means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit.
- (ii) "In-Process Entries" means the aggregate dollar amount of all Credit or Debit Entries initiated by the Customer and in process on any date for which settlement has not occurred with respect to Credit Entries, or the applicable period for the return of items has not expired with respect to Debit Entries.
- (iii) "Entry Settlement Limit" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to the Customer by the Bank in writing from time to time.

If any of the foregoing actions are taken by the Bank with respect to a particular preauthorized Debit/Credit Entry, the Bank shall notify the Customer by emailing the Customer's Company Administrator(s) at the email address provided on the Business Banking Services Suite Application, as promptly as practicable, but in no event later than two (2) banking days after its decision.

21. Customer's Warranties

The Customer certifies to the Bank all warranties the Bank is deemed by the Rules to make with respect to Entries originated by the Customer. Without limiting the foregoing, the Customer warrants and agrees that:

- (a) each Entry is accurate, timely, has been authorized by the party whose account will be Credited or Debited, and otherwise complies with the Rules;
 - (b) each Debit Entry is for the sum which, on the settlement date with respect to the Entry will be owing to the Customer from the party whose account will be debited, is for a sum specified by such party to be paid to the Customer, or is a correction of a previously transmitted erroneous Credit Entry; and
 - (c) The Customer will comply with the terms of the Electronic Funds Transfer Act and Regulation E, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under these provisions in accordance with all applicable laws and regulations.
- 21.1 For any WEB Entries and TEL Entries originated, the Customer certifies its compliance with all warranties made by the Bank pertaining to such Entries exchanged through the ACH Network.
- 21.2 The Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards.
- 21.3 The Customer shall indemnify the Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties.

22. Security Interest

The Customer agrees to grant the Bank a security interest in all its property in the Bank's possession to secure payment of the Customer's obligations under these Provisions.

23. Security Procedures

The Customer shall designate Authorized Representatives to act on its behalf, all of whom shall have the authority to authorize all actions necessary in the preparation and generation of the Customer's Entries. The Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any instructions given to the Bank by the Customer or any of its employees. The Bank shall be entitled to rely upon all ACH instructions conveyed by the Customer or its employees.

- 23.1 The Bank shall be entitled to act upon the instructions of any person whom the Bank reasonably believes to be the Customer's Authorized Representative, whether or not the Customer has authorized such instructions. The Bank shall not be liable for any loss, cost, expense, or other liability arising out of any such instructions.

- 23.2 The Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the ACH services.

24. Termination

- 24.1 Customer Termination. The Customer may terminate its ACH Origination services at any time by written notice mailed and addressed to the Bank: Patriot Bank, N.A., Deposit Operations, 900 Bedford Street, Stamford, CT 06901. The Customer agrees that termination of ACH Origination services does not terminate this Business Banking Services Suite Agreement or the Customer's Accounts with the Bank.
- 24.2 Bank Termination. The Bank may terminate the Customer's use of ACH services at any time. The Bank will make reasonable efforts to notify the Customer in advance; however, the Bank is in no way obligated to provide advance notice of its decision to terminate the Customer's ACH services.
- 24.3 Rights and Obligations not affected by Termination. Any termination of ACH services shall not affect any of the Bank's rights or the Customer's obligations with respect to any Entries initiated by the Customer prior to such termination, or the payment obligations of the Customer with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of ACH services until any applicable statute of limitation has expired.

25. Limitation of Liability

The Bank agrees to make reasonable efforts to ensure full performance of ACH services and shall be liable only for its gross negligence or willful misconduct in performing the services expressly provided for in this Schedule.

The Bank is responsible for acting only on those instructions that are actually received and does not assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages transmitted by the Customer. The Bank is not liable for any losses or delays in transmission of instructions arising out of the use of any participating bank. The Bank is not liable for incorrect instructions provided by the Customer or for the Customer's payment instructions delivered after the published Cut-Off Hours.

Any information received by the Customer from the Bank is believed to be reliable. However, such information is provided on a best-efforts basis and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

Except as otherwise provided, and in the absence of negligence on the part of the Bank, neither the Bank, nor any participating bank is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of ACH services.

In addition, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, civil disorder, wars, acts of terrorism, strikes, equipment or availability failure, labor disputes, fires, floods, acts of God, federal, state or municipal action, statute, ordinance or regulation, or any other causes not within its reasonable control, whether of the class of causes herein before enumerated or not or other conditions beyond the Bank's control.

26. Indemnification

The Customer shall indemnify the Bank, each participating bank, NACHA, and the Federal Reserve Bank from all claims, demands, liabilities or expenses resulting from any failure by the Customer to exercise reasonable care in the creation of or presentment of Entries, or to comply with any of the provisions of the Rules.

27. Third Party Agents

Where a third party service provider sends Entries to the Bank on the Customer's behalf, the Customer acknowledges that the provider is its agent and agrees that the Customer shall require any third party provider to comply with the ACH provisions and the Business Banking Services Suite Agreement.

Schedule A5

Online Wire Transfer Services

This Schedule contains the Terms and Conditions governing the Bank's Online Wire Transfer Services, including Domestic and International Wire Transfers.

International Wire Transfers are in US Dollars only.

1. **Authorization:** The Bank is authorized to initiate a funds transfer and to debit the Customer account (s) as specified herein, pursuant to the payment order instructions specified on the Wire Transfer Authorization Form. All funds to be wired must be collected funds in the account from which the wire is to be initiated. These payment order instructions replace and supersede all prior instructions with respect to the same subject matter and will remain in effect until revoked or amended by the Customer in writing.
2. **Deadlines:** The Bank will execute the Customer instructions on the same day they are received (or on such later date as may be indicated in the Customer instructions to the Bank), provided the Customer instructions are received by the Bank prior to 2:00 PM Eastern Standard Time (ET). For instructions received after such time, the Bank will attempt to execute them by close of the Bank's business day if possible, without undertaking any obligation to do so, and without any representation or warranty as to the Bank's ability to do so. If not so executed, then the Bank will execute them on the next Bank business day. The Bank is authorized, though not required, to execute the customer funds transfer instructions during extensions, if any, on the Federal Reserve Communications System ("Fedwire"). The Bank reserves the right to suspend acceptance of wire transfer instructions if conditions exist which the Bank, in its discretion, believe have created an unacceptable security risk.
3. **Unique Identifiers:** It is understood and agreed that with respect to instructions for transfer of funds issued hereunder, when instructed to creditor pay a party by both name and unique numeric or alphanumeric identifier (e.g., ABA number and account number), the Bank and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. Such reliance on a unique identifier shall apply to beneficiaries named in such instructions as well as any financial institution which is designated in such instructions to act as an intermediary in a funds transfer.
4. **Online Wire Transfer Security Procedures:** The Customer and the Bank agree to the following Online Wire Transfer Security Procedures. The Bank shall take the following steps to authenticate the Customer instructions in connection with a wire transfer. Wire transfer instructions must be given through the Business Banking Online Wire Transfer Service that functions online through a multi-factor authentication to include, but not limited to, user names, passwords, and tokens.

To properly authenticate the wire transfer instructions, the Bank will call the Company Administrator at a phone number already provided to the Bank to confirm the wire amount, beneficiary bank, beneficiary name, and any other information the Bank deems appropriate to authenticate the validity of the wire transfer request.

The Bank may elect not to act on a wire transfer for the Customer's protection, if the Bank is unable to obtain proper verification satisfactory to the Bank.

5. **Disputes:** In the event of conflicting claims, disputes, or instructions involving the Customer or third parties, the Bank may at its option decline to comply with any or all instructions until the Bank is indemnified, or such dispute or claims are resolved to the Bank's satisfaction. The Bank may consult in good faith with its legal counsel as to the duties and shall incur no liability in acting in accordance with the reasonable advice and opinion of its counsel. If the Customer has not provided the Bank with sufficient collected funds which in the Bank's sole discretion are applicable to the requested funds transfer, the Bank will not be liable for failing to execute the Customer's instructions.

IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH THE CUSTOMER MAY INCUR OR EXPERIENCE BY REASON OF HAVING ENTERED INTO OR RELIED ON THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Fees:** The Bank may charge its usual and customary fees, as amended from time to time, for services in connection with funds transfers. The Customer agrees to pay the fees promptly on demand.
7. **General:**
- (a) **Governing Law:** The Agreement will be governed by the laws of the state in which the branch of account is located and United States federal law as applicable.
 - (b) No amendment of any provision of these terms and conditions shall be effective or enforceable against the Bank. The invalidity of any provision of these terms and conditions shall not affect the validity of any other provision hereof. The descriptive headings of the several sections of these terms and conditions are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

THIS WIRE TRANSFER AUTHORIZATION SHALL BECOME EFFECTIVE ONLY WHEN ACCEPTED BY PATRIOT BANK, N.A.

Schedule A6 **Positive Pay**

This Schedule contains the Terms and Conditions governing the Bank's Positive Pay/Account Reconciliation Services.

Positive Pay/Account Reconciliation Processing is a service which allows your Business to upload and/or manually input all checks issued, view those checks issued as reconciled against in-clearing paid check items, and determine what action to take with exception items.

Account Reconciliation/Positive Pay requirements:

1. Business users must enter all issued checks into Patriot's Business Banking online system prior to end of day (either by manually entering issues or by uploading a file in CSV or fixed column length format.
2. An "issue" is a paper check that the Business has issued to a payee; does not include ACH debit items.
3. Issues must be entered daily (rather than weekly, monthly, etc.) to ensure that a check will not clear before it is loaded in the Issues Register; otherwise the check could clear and become an exception item.
4. Check issued and not uploaded will result in all issues identified as exceptions.
5. Business users must log on to their account daily.
6. Business users must respond to email notification which is generated when exceptions have been identified.
7. Business users must submit pay or return exception decision prior to the 11 AM ET deadline.
8. If no decision is made prior to 11 AM ET, exception items will be automatically returned.
9. Note: At time of account opening, Business users must define whether they want undecided exceptions to be automatically paid or returned. If not defined, then all undecided items will automatically be returned.

Schedule A7

Remote Deposit Capture (RDC) Services

This Schedule contains the Terms and Conditions governing the Bank's Remote Deposit Capture (RDC) Services.

The Bank offers Remote Deposit Capture ("RDC") Services under this Agreement only in association with the Customer's deposit accounts with the Bank Account.

1. Services and Responsibilities

1.1 General Statement of Service. Subject to the terms and conditions of this Agreement, the Bank shall provide the Customer with those services described in this Agreement, which includes allowing the Customer to make deposits to the Customer's Account(s) from the Customer's office by scanning checks on a desktop scanner and/or imager or such other equipment and/or software required and/or specified by the Bank. The scanner and/or imager will capture an image of the front and back of the check and will read and capture the MICR line of the check. After capture of the image and data, the Customer will transmit a file containing the images of the checks and the data, via the internet, to the Bank or the Bank's designated processor ("Processor") and the Bank will provisionally credit the Customer's Account(s) for the amount of the deposit on the day of receipt of the deposit and enter the images of the checks into the collection process in accordance with the provisions of the Bank's applicable terms and conditions regarding deposit accounts ("Deposit Agreement") and this Agreement. The Customer acknowledges and agrees that the Bank may discontinue this Service, or any related content, features, products or services, or the terms thereof, at any time without notice or liability to the Customer or any third party. The Bank shall provide initial and on-going training at least annually and on an as-needed basis for Remote Deposit Capture services to the Customer, and the Customer shall sign an acknowledgement when such training has been provided and completed. Any business outside the Bank's market area shall provide a third party attestation that training has been provided and equipment has been properly installed, including a locked storage facility for safekeeping of deposited checks prior to destruction.

1.2 Telecommunications and/or Internet Service. The Customer is responsible for providing telecommunications and/or internet services in order to connect to utilize RDC Services. The Customer may incur expenses for additional items, including but not limited to telecommunications service or internet service charges related to the use of RDC Services. The Customer shall look solely to the respective provider of telecommunications and/or internet service for all remedies and/or warranties. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY TELECOMMUNICATIONS AND/OR INTERNET SERVICES, OR SERVICES PROVIDED BY A THIRD PARTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, CAPABILITIES, OPERATION, PERFORMANCE, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.3 Equipment and Software. RDC Services require or may require the Customer to use computer equipment or software that meets certain technical requirements for the proper delivery of RDC Services and to ensure the Customer meets its obligation to obtain secure internet access. The Customer is responsible for any costs or expenses associated with meeting and maintaining those technical requirements or

additional items necessary to use RDC Services. The Customer agrees that it is solely responsible for the operation and maintenance of all equipment used as part of this Agreement and will ensure that the vendor recommended maintenance is conducted by trained personnel. The Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the internet to deliver Services. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of the Customer's computer equipment or software. The Customer must scan its computer equipment and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. The Customer shall only use equipment and/or software required and/or specified by the Bank with respect to the Services, including but not limited to those items described herein. THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE CUSTOMER AS TO ANY EQUIPMENT OR SOFTWARE, USED IN CONNECTION WITH THE SERVICES.

1.4 Items Deposited. The Customer agrees to scan and remotely deposit only items which are acceptable to the Bank for deposit into a deposit account, as described in the Deposit Agreement. The Customer acknowledges and agrees that the Customer shall only deposit checks ("Checks" or "Items"), as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). The Customer acknowledges and agrees that the Customer will not deposit Items that are prohibited by the Remote Deposit Procedures and User Guide (as that term is defined below), or in violation of applicable laws and/or regulations, or any Item that the Customer suspects or should know to be fraudulent or not authorized by the legal owner of the account on which the Check is drawn. The Customer agrees that it will not deposit, without the Bank's prior written consent, "substitute checks" as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing For the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank. If the Customer deposits such an Item, the Customer agrees to reimburse the Bank for any losses, costs and expenses the Bank may incur associated with warranty or indemnity claims. If the Customer provides the Bank with an Image Replacement Document of a substitute check for deposit into the Customer's account instead of an original Check, the Customer agrees to reimburse the Bank for losses, costs and expenses the Bank incurs because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or causes duplicate payments. The Customer will not deposit foreign Items drawn on financial institutions that are located outside of the United States or Territories of the United States.

1.5 Scanning of Items and Transmission of Files. After successful implementation and installation of any software and equipment related to the use of RDC Services, the Customer shall cause each Check to be electronically endorsed "for deposit only" to the Customer's account and cause each Check to be sprayed or franked by the scanner on the back of each Check in accordance with the Remote Deposit Capture Procedures and User Guide. The Customer must 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) individually or collectively, a ("File"). The Bank reserves the right to amend the Remote Deposit Procedures and User Guide with or without prior notice to the Customer. The Bank may also provide the Customer with a User ID and/or password(s) to access RDC Services. The Customer agrees to (a) comply with the Remote Deposit Procedures

and User Guide, (b) take reasonable steps to safeguard the confidentiality and security of the User ID and/or passwords, the Remote Deposit Procedures and User Guide and any other proprietary materials or information the Bank provides to the Customer in connection with RDC Services; and (c) notify the Bank immediately if the Customer has any reason to believe the security or confidentiality required by this provision or any other provision of this Agreement has been or may be breached. The Bank is not obligated to detect errors of the Customer or others even if the Bank takes action from time to time to do so, and the Bank's Security Procedures are not designed for the detection of errors.

The Customer is solely responsible for ensuring accuracy, and the Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced File") prior to transmitting the File in accordance with the Remote Deposit Procedures and User Guide. All liability for any items processed incorrectly is that of the Customer. The Customer may send multiple Files to the Bank or Processor throughout the day. The total dollar value of the File received on any day shall not exceed the dollar amount specified by the Bank ("Deposit Limit"). If the total dollar value of the File exceeds the Deposit Limit, the Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or the Bank may accept and process the File. The Customer agrees not to exceed the Deposit Limit. The Balanced File must be received by the Bank no later than the 5 PM (ET) cut-off time, Monday-Friday, excluding Federal holidays and/or at such other time as may be provided to the Customer by the Bank ("Cut-Off Time"). The File is received by the Bank when a complete File has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements for sending a File to the Bank. To meet the 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, the Bank's records shall be determinative. A File which is not balanced in accordance with the Remote Deposit Procedures and User Guide 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 the Bank. The Bank reserves the right to change the number of Files that may be transmitted per day, the Deposit Limit, and the Cut-Off Time. These modifications are effective immediately and may be implemented prior to the Customer's receipt of the newly established Deposit Limit or Cut-Off Time. The Customer may call 1.888.PATRIOT (728.7468) during normal business hours Monday - Friday, excluding Federal holidays, to verify the current Deposit Limit or Cut-Off Time.

- 1.6 Retention and Destruction of Original Item.** The Customer must ensure that the original Item "processed" bears the spray from the RDC scanner and that the spray appears on the back of each Item scanned (as identified in accordance with Section 1.5 of this RDC Services Schedule to the Agreement). It is the responsibility of the Customer to ensure that an Item is only processed once. The Customer shall securely store the original Item in a locked drawer or cabinet for a period of 30 days after the Customer has received notice from the Bank that the File has been accepted or for such longer period as may be required by applicable law and/or regulation. During such retention period, the Customer shall take appropriate security measures to ensure that: (a) only authorized

personnel shall have access to the original Item, (b) that the information contained on the Item shall not be disclosed, (c) that the original Item will not be duplicated and/or scanned more than one time, and (d) the original Item will not be deposited or negotiated in any form. **The Customer shall destroy the original Item upon the expiration of the retention period noted above using commercially reasonable and accepted methods to destroy Checks.**

1.7 Image and MICR Quality. The File transmitted by the Customer to the Bank in accordance with the Remote Deposit Procedures and User Guide shall contain images of the front and the back of the Items scanned and remotely deposited by the Customer ("Images"). The Images shall be of such quality that the following information can clearly be read by sight review of the Images:

- (a) The Amount of the Item;
- (b) The Payee;
- (c) The Drawer's Signature;
- (d) The Date of the Item;
- (e) The Item Number;
- (f) The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line;
- (g) Other information placed on the Item prior to the time an Image of the Item is captured, such as any required identification 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 the Bank.

Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association.

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

- (a) Routing Transit Number;
- (b) Account Number;
- (c) When encoded, Check Amount;
- (d) When encoded, the serial number and the process control field.

1.8 Receipt of File. The Customer agrees that the Customer shall remain liable for and that the Bank shall not be accountable to the Customer for a File and/or Item(s) that are not received by the 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, the Customer agrees that the Bank has no obligation to accept a File and therefore may reject any File or Images of Items submitted by the Customer, and further, the Bank has no obligation to notify the Customer of the rejection of a File

or Images. The Bank shall have no liability to the Customer for rejection of a File or Image(s) or for failure to notify the Customer of a rejection. Upon receipt of the File submitted by the Customer, the Bank may examine the File and the Images to ensure that the Customer has followed the established Remote Deposit Procedures and User Guide. If the Customer has not followed the Remote Deposit Procedures and User Guide or if errors exist in the data or the Images contained in the File, the Bank, in its sole discretion, may reject and not accept the entire File or the Bank may elect to correct the error, accept and process the File ("Corrected File"). As a form of correction, the Bank may credit the Customer's account for the full amount of the deposit and make any necessary adjustments to correct the error. The Bank may, at its option, also perform a risk management analysis of the File submitted by the 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, the Bank determines that the Customer has processed and transmitted the File in accordance with the Remote Deposit Procedures and User Guide, the File is balanced, and the Images meet the requirements of Section 1.7 of this RDC Services Schedule to the Agreement, then the Bank shall accept the File ("Accepted File") for deposit to the Customer's deposit account. Notwithstanding the fact that the Bank has accepted the File for deposit, any credit made to the Customer's account shall be provisional and the Customer shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against the Bank on the part of any party.

1.9 Provisional Credit and Availability of Funds. Upon acceptance of the File, the Bank shall grant the Customer's Account Provisional Credit, defined below, for the total amount of the Corrected File or the Accepted File. "Provisional Credit" means that the credit is made to the Customer's account subject to final payment of the Items and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, the Bank may hold funds for the period of time permitted by Reg. CC.

1.10 Laws, Rules and Regulations. The Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions and/or rendering of RDC Services. The Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA), and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound and/or the Bank is required to follow. These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference.

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

1.12 Contingency Plan. The Customer agrees that in the event that the Customer is not able to capture, balance, process, or otherwise transmit a File to the Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, the Customer will transport the physical Checks and deposits to the closest office of the Bank and deposit the original Checks with the Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original Checks at an office of the Bank shall be governed by the terms and conditions contained in the Bank's Deposit Account Agreement and not by the terms of this RDC Services Schedule to the Business Banking Services Suite Agreement. Notwithstanding the foregoing and to the extent applicable, the warranties made by the Customer under this RDC Services Schedule to the Agreement shall apply to the deposit of original Checks. The Customer acknowledges that it must maintain procedures external to RDC Services for the reconstruction of lost or altered Files, and that Customer hereby assumes all risk of loss and/or damage with respect to Checks or other materials while they are in transit to and from the Bank.

1.13 Return Items. Chargeback of Returned Items. If Images of Items previously deposited by the Customer are dishonored and returned unpaid by the drawee bank or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the Image, the Customer understands and agrees that, since the Customer either maintains the original Item or has destroyed the original Item in accordance with Section 1.6 of this RDC Services Schedule to the Agreement, the original Item will not be returned and the Bank may charge back an Image of the Item to the Customer's Account. The Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Item or a substitute check. Unless otherwise instructed by the Bank, the Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to the Customer.

1.14 Confirmation: Account Reconciliation. The Bank will provide notice of receipt of deposits to the Customer's Account with the Bank on the Customer's periodic Account statement. The Customer is responsible for detecting and reporting to the Bank any discrepancy between the Customer's records and the records the Bank provides to the Customer. In the event that there is a discrepancy and the Customer does not detect and notify the Bank of such a discrepancy immediately upon receipt of the Customer's daily Remote Deposit Files, then such transactions shall be considered correct and the Customer shall be precluded from asserting such error or discrepancy against the Bank.

1.15 Update Notice. The Customer shall provide written notice to the Bank of any changes to the information provided by the Customer to the Bank, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received in writing by your branch office, or by mailing such notice to 900 Bedford Street, Stamford, CT 06901, Attention Deposit Operations, within 5 business days of the change. Further, upon the Bank's request, the Customer shall confirm and/or provide updated information within 5 days of such request. The Bank retains the right to (i) review the Customer's

Item and business activity from time to time to confirm the Customer is conducting business as stated by the Customer at the time of receipt of this Agreement, and (ii) re-price or terminate the Bank's RDC Services based on changes to the facts previously stated by the Customer.

1.16 Bank's Duties. The Bank's duties and responsibilities under this Agreement are limited to those expressly described in this Agreement and/or as may be required by applicable law and/or regulation. The Bank shall not be responsible for suspension of performance of all its obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance there with should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.

1.17 Error in Services, Sole Remedy. In the event that there is any error in the RDC Services, the Customer agrees the Bank's and, if the services of a third party provider (the third party) are utilized in the provision of any Service, the third party's sole liability to the Customer, and the Customer's sole remedy shall be limited to the correction of any errors made by the Bank.

1.18 Third Parties; Maintenance.

(a) Services from Others. The Customer may be using special equipment, services or software provided by a third party to assist it in processing Items and Files hereunder ("Third Party"). The Customer (i) agrees that any Third Party is acting as the Customer's agent in the delivery of Items and Files to the Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the laws, Rules or this Agreement. The Bank will not be liable for any losses or additional costs incurred by the Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. The Customer shall provide at least 10 days advance written notice to the Bank in the event it uses any such Third Party. The Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. The Bank shall not have any responsibility for any Item or File handled by a Third Party until that point in time when the Bank accepts and approves an Item or File from such Third Party for processing.

(b) Equipment Maintenance. The Customer is solely responsible for obtaining and properly maintaining its equipment and system requirements, including computer equipment, internet connectivity, scanning terminals (unless contracted with the Bank) and any other equipment, software, or items necessary as a prerequisite to receive RDC Services. The Bank shall not be liable to the Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to the Customer's failure to do so.

1.19 Financial Information. The Bank may from time to time request information from the Customer in order to evaluate a continuation of the RDC Services to be provided by the Bank hereunder and/or adjustment of any limits set by this Agreement. The Customer agrees to provide the requested financial information immediately upon request by the Bank, in the form required by the Bank. The Customer authorizes the Bank to investigate or reinvestigate at any time any information provided by

the Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose. The Customer acknowledges and agrees that the Bank may conduct an audit of the Customer and enter the Customer's premises for the purposes of ensuring that the Customer is in compliance with this Agreement. If the Customer refuses to provide the requested financial information, or if the Bank concludes in its sole discretion that the credit risk of the Customer is unacceptable, or if the Customer refuses to give the Bank access to the Customer's premises and/or cooperate with the Bank's audit described in this paragraph, the Bank may terminate RDC Services according to the provisions hereof.

2. Fees and Charges.

The Customer agrees that during the term of this Agreement it is required to pay to the Bank the fees and charges as set forth on the Fee Schedule of Charges attached hereto as Schedule C or delivered from time to time to the Customer, and incorporated herein by reference. The Bank has the right to change fees imposed from time to time. Additionally, the Customer acknowledges and agrees that it is responsible for any other fees due to the Bank under any other agreement between the Bank and the Customer.

The Customer authorizes the Bank to deduct any charges for RDC Services from the Account, even if such deduction causes an overdraft to the Account. Should the Customer fail or refuse to pay any charges under this Agreement, the Customer agrees to pay any collection costs (including reasonable attorney's fees) which may be incurred by the Bank.

3. Ownership and Proprietary Rights.

All right, title and interest in and to any and all specifications, software and/or computer programs including without limitation, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, together with the Remote Deposit Procedures and User Guide and any other documentation, user guide, or instructions (collectively, the "Remote Capture Materials") used by the Bank and the Customer in performing the RDC Services shall be and remain the property of the Bank or any third party software and/or service provider or supplier, as applicable. Unless otherwise expressly authorized, the Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Remote Capture Materials in any form. The Customer further agrees not to reverse engineer or reverse compile any Remote Capture Materials. The Bank and/or any third party software and/or service provider, as may be applicable, shall retain all proprietary rights in the Remote Capture Materials, and all rights not expressly granted hereunder are reserved. The Customer expressly acknowledges and agrees that it may not use the Bank's name, trademarks or similar proprietary rights without the express prior written consent of the Bank. If the Customer is permitted to use any of the Bank's promotional materials, the Customer will not indicate, directly or indirectly, that the Bank endorses, or is connected in any way with any of the Customer's goods or services.

4. Representations, Warranties and Covenants.

The Customer represents, warrants, and covenants the following to the Bank:

- (a) Items Deposited. The Customer shall only deposit Items that are authorized by this

Business Banking Services Suite Agreement

Agreement and the Bank's Deposit Account Agreement.

- (b) Image Quality. The Images of the Items transmitted by the Customer to the Bank contain an accurate representation of the front and the back of each Item and the Images comply with the requirements of this Agreement.
- (c) Accuracy of Information. All data submitted by the Customer to the Bank is complete and accurate, including but not limited to data contained in the MICR line of the Check.
- (d) Business Purpose Only. The Customer is not a consumer and the Service shall be used for business purposes only. The Customer and its clients are reputable and are not using the Bank as a conduit for money laundering or any other illegal purpose.
- (e) No Duplicates. The Customer will not create duplicate Images of the Items; the Customer will not transmit duplicate Image(s) or File(s) to the Bank; the Customer will not deposit or otherwise negotiate the original Item(s) from which the Image(s) was created; and no subsequent transferee, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s).
- (f) No Loss. No Subsequent transferees of the Item(s), including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Item.
- (g) Transactions. All Items and business transactions of the Customer and its customers are bona fide, and not prohibited by any applicable law, regulation, rule, order, or judgment.
- (h) Signatures. All signatures on checks are authentic and authorized, and no check has been altered.
- (i) Rule Compliance. The Customer conducts its business and submits Items and Files in compliance with all laws and Rules.
- (j) Computer Virus. The Customer shall utilize appropriate anti-virus measures, and that the File and Items(s) do not contain computer viruses or other harmful, intrusive, or invasive codes.

Schedule A8

Lock Box Services

This Schedule contains the Terms and Conditions governing the Bank's Lock Box Services.

1. Authorization and Direction.

The Customer irrevocably authorizes and directs the Bank or its Authorized Agent to:

- (a) Collect and take custody of the contents of the Customer's assigned post office box each business day.
- (b) Open the envelopes and remove the contents.
- (c) Batch for deposit all Bankable Items that are acceptable for deposit according to normal operating procedures. "Bankable item" means: the payee must match one of the names identified by the Customer or a reasonable variation thereof; be dated with a current date less than 6 months old (if undated current date will be inserted); if there is a variance in written and numeric amounts the Bank will try to reconcile difference from documents accompanying the item; and if no drawers signature exists, the item must not be universal and must indicate the drawer, in which case the Bank will affix a stamp impression requesting the drawee to contact the drawer for authority to pay.
- (d) Use ordinary care not to deliver and deposit items bearing restrictive notations such as "paid in full". However, the Bank will not be liable for any loss if such an item is delivered and deposited.
- (e) Return non-bankable items to the Customer.
- (f) Encode the dollar amount on each bankable item and image the item.
- (g) Create a printout of all such imaged items indicating all such information as agreed by the Customer and the Bank. Printout and statement of account will be available to the Customer and will be delivered (frequency) by (method of delivery).
- (h) Maintain an electronic copy of Bankable Items for 60 days from the date the image is created.
- (i) Endorse bankable items for deposit and credit the Customer's account with the total of all payment checks processed each day, subject to the usual deposit terms.

2. Payment for Lock Box Services.

Customer agrees that during the term of this Agreement it is required to pay to the Bank the fees and charges as set forth on the Fee Schedule of Charges or delivered from time to time to the Customer, and incorporated herein by reference. Such fees will be deducted from the Customer's Account on the last business day of each month.

Schedule A9

Electronic Statement Delivery (eStatement)

Document Availability Email Notification

Patriot Bank, N.A. ("the Bank") will send an email to the email address that you provide us to notify you that your statements are available for viewing within your Online Banking Service. It is your responsibility to ensure that the Online Banking Service contains your current and valid email address and to notify the Bank if you change your email address. You may change your email address directly in your Online Banking Service, in person at any one of our offices, or in writing to Patriot Bank, N.A., Deposit Operations, 900 Bedford Street, Stamford, CT 06901. The Bank shall not be liable for any third party fees, legal liability or any other issues or liabilities arising from notices sent to an invalid or inactive email address that you have provided.

Computer Requirements

eStatements are produced in PDF format. In addition to the System Requirements for Online Banking or Online Business Banking Services, you will need to have an Internet Browser with Internet Access and Adobe Acrobat Reader, which is available free of charge at their website (www.adobe.com). You should have the ability to print and electronically view and save your eStatements.

Acceptance of eStatements

The Business Banking Services Suite requires eStatement delivery. The first time that you log in to your Online Banking Statements link, you will be required to click the "**Accept**" button. You will not receive any statements, legal notices, disclosures or other information via postal mail.

By clicking the "**Accept**" button, you agree that you will receive your account statements and all legal notices, disclosures and other information that are normally mailed to you with your statement via the eStatement Service.

By clicking the "**Accept**" button, which represents your electronic signature, you certify that you are an authorized signer of the account(s); that you understand you are legally bound; and that any transaction performed shall be considered authorized by you.

You must click the "**Accept**" button; you will not have access to your statements, etc., until you do so.

Schedule A10

Other Account Services designated or offered by the Bank from time to time

Schedule B

Security Procedures

1. Security Procedures and Practices:

- The Customer shall have dual controls and separate the responsibilities when transmitting and reconciling financial requests. The Customer shall have one Authorized User initiate a request for payments and transfers and another separate Authorized User to verify and approve the request and perform Account reconciliation.
- The Company Administrator(s) will keep the list of Authorized Users current and log-on and make appropriate system changes regarding maintenance or deletion of Authorized Users, deleting those no longer authorized to access the system.
- The Customer shall perform periodic reviews of Authorized Users and Administrators. The Customer will allow only Authorized Users or Administrators access to the Bank's Business Banking Services Suite system and that their access is limited to required functions under their responsibility.
- The Customer shall use Windows screen savers with automatic timeouts and passwords for additional security.
- The Customer shall monitor transactions and promptly reconcile accounts for transactions that post to the Customer's Accounts to assure only authorized transactions are occurring and immediately report to the Bank any discrepancies.
- The Customer shall practice sound Authorized User and Administrator authentication methods when performing any maintenance or when resetting passwords.
- The Customer shall thoroughly review and check the backgrounds of all Authorized Users to ensure user integrity.

2. Bank Security Procedures:

- The Bank requires that the Customer (i) establish separate User IDs and Passwords for each Authorized User, and (ii) develop and adhere to internal procedures set forth above to prevent the disclosure of the Password to other persons and to prevent unauthorized use.
- The Bank shall take steps to authenticate the Customer's identity and any Authorized User's identity for purposes of fraud prevention. The Bank may also utilize information or security measures to identify the customers such as a onetime pass code (OTP) and/or token.
- The Bank will require that the Customer establish a Primary Company Administrator. Additionally, the Bank strongly recommends that the Customer establishes at least one Secondary Company Administrator. The Bank's system will automatically generate a user name and password for all Company Administrators and Authorized Users. The Bank's system will send the user name and password in separate emails to the email address submitted on the Business Banking Services Suite application.
- The Bank will never contact the Customer requesting passwords. If such a request is made of the Customer, the Customer is required to notify the Bank immediately.

Business Banking Services Suite Agreement

- The Bank will require that the Administrator(s) perform other administrative tasks in connection with the Customer's use of the Business Banking Services Suite, including adding and deleting Authorized Users, supervising the security of the Customer's systems, and setting up and modifying communication settings. The Administrator(s) will be required to designate different levels of access for Authorized Users, including tokens.
- The Bank may, at its option, verify any instruction, as an alternative security procedure. The Bank may elect not to act on a transmission for the Customer's protection, if the Bank is unable to obtain proper verification.
- The Bank will provide the Customer with a comprehensive guide to the Online Business Banking Service at time of Application.

Schedule C

Fees Specific to Business Banking Services Suite Are Included Below

Basic Business Internet Banking to view accounts and make transfers between accounts is FREE.

Basic Monthly Internet Banking	FREE
Monthly Internet Banking with optional add-ons** Fee	SEE BELOW**

Balance Reporting	FREE
Account Transfers	FREE
Check Images	FREE
Account History	FREE
eStatements	FREE
Mobile App	FREE
Mobile Deposit Capture (limits apply)	FREE

Positive Pay Monthly Fee	\$75
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Per Wire Fee Domestic Incoming* Fee	\$15
Per Wire Fee Domestic Outgoing* Fee	\$30
Per Wire Fee International Incoming* Fee	\$15
Per Wire Fee International Outgoing* Fee	\$45
Per Stop Payment Fee (direct charge)	\$30

* Fees included in Commercial Business Checking account analysis

**Optional add-on services and fees by separate application

Add-on Services are: Online Bill Payment, Wire Transfers, ACH Transactions, Remote Deposit Capture (Desktop)

Pick any two	\$30
More than two	\$50

ACH Set-up Fee (one-time)	\$50
Wire Transfer Set-up Fee (one-time)	\$50
Remote Deposit Capture Set-up Fee (one-time)	\$150

Fees are subject to change by the Bank as provided in the Agreement.

Schedule D

Processing Schedule and Cut-Off Times

The Bank will endeavor (but does not guarantee) to make the system generally available as set forth below. The system will not be available due to scheduled downtime for system maintenance, releases of new functionality, force majeure events, and any attacks on or compromise of the integrity of the system.

Transactions will be processed on all Business Days except as noted above and below. Transactions initiated after the cut-off times listed below will be processed the following Business Day. Following are the processing schedules and associated cut-off times:

Information Reporting:

Previous Day	Normally posted by 6:00 AM ET Monday-Saturday, excluding federal holidays. Inquiries made about information posted for a previous Business Day will generally be available 7 days a week, 24 hours a day, provided the Bank's system is available.
Same Day	Transactions will post periodically throughout the day and inquiries made for same day preliminarily posted items will generally be available 7 days a week, 24 hours a day, provided the Bank's system is available. Final posting, which may include adjustments to preliminarily posted information, is not available until 6:00 AM ET the next Business Day Monday-Saturday excluding federal holidays.
Wire Transfers	Cut-Off Time – 2:00 PM ET Wire transfer requests properly completed, formatted, received and accepted by the Bank by 2:00 PM ET on a Business Day will ordinarily be processed same day, provided there are sufficient Available Funds in the Account and the Bank's system is available. All wire transfers are subject to the Terms and Conditions of the Bank's Online Wire Transfer Agreement. (See Schedule A5)
ACH Origination	Cut-Off Time – 2:00 PM ET / 2 Business Days Prior The Customer needs to take into account appropriate lead times as outlined in ACH rules and regulations for ACH transactions; i.e., ACH batches must be received in proper format and within dollar limits preset by the Bank on the second Business Day preceding the day ACH transactions are to be posted to the recipient accounts. ACH transactions are subject to ACH Agreement terms and system availability. (See Schedule A4)

Business Banking Services Suite Agreement

Book Transfers

Cut-Off Time – 9:00 PM ET

Transfer requests properly sent, received and accepted by 9:00 PM ET on a Business Day will be reflected as a same day transaction. Transfer requests received between 9:00 PM and 10:00 PM may be accepted and reflected as a same day transaction. Except with respect to transfer requests received between 9:00 PM and 10:00 PM that are accepted and reflected as a same day transaction, transfer requests received and accepted after 9:00 PM ET or on a non-Business Day will be processed the following Business Day, provided there are sufficient Available Funds in the Account. Transfers are subject to system availability.

Stop Payments

Cut-Off Time – In Time to Stop Payment

The Bank will endeavor to process stop payment requests properly sent and accepted by it 7 days a week, 24 hours a day, provided the Bank's deposit system is available. Stop payment requests accepted will be processed, provided the Bank has not already paid the item and has had sufficient time to act on the request before paying the item.

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