

# COMMERCIAL ONLINE BANKING AGREEMENT
# CASH MANAGEMENT

**CASH MANAGEMENT**

THIS SOUTHERN FIRST BANK COMMERCIAL ONLINE BANKING AGREEMENT is made and entered into by and between Southern First Bank and the entity ("Customer", "you", or "your") identified on the Appendix to this Agreement (together with the entity's affiliate(s)) as of the Effective Date identified on the Appendix to govern the Online Banking Services made available by Southern First Bank.

**Agreement**

Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for delivery of the Services and that it fulfills Customer's obligation to obtain and secure access to the equipment, the Services, and the Internet. Customer shall be solely responsible for protecting against unauthorized access to the Services and any and all losses and damages arising from any unauthorized access to the Service including unauthorized electronic or internet access to the programs.

Customer understands that the Bank recommends using a separate computer for all financial transactions and that this computer should not be used for access to emails or casual internet use.

**Introduction**

This Southern First Bank Commercial Online Banking Agreement and its incorporated Appendix (collectively, this "Agreement") governs Customer's use as a business customer of the banking services described below. Throughout this document, our commercial internet banking system will be referred to either as "Online Banking Services", "Online Banking", "Services", "Cash Management" or the "System". Please read this Agreement carefully and keep a copy for your records.

Customer may choose not to use all the Services included and described in this Agreement. However, if at a later date, Customer requests (and we approve) and begins using any of these Services, by signing and returning to us this Agreement, Customer is agreeing that on the day we grant such approval and without any further acts on Customer's part or ours unless we so request, this Agreement will be a legally binding agreement between the Customer and us as to those Services.

**THIS AGREEMENT APPLIES TO COMMERCIAL ACCOUNTS. IT IS NOT APPLICABLE TO ACCOUNTS MAINTAINED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USES. SUCH CONSUMER ACCOUNTS ARE SUBJECT TO A SEPARATE ONLINE BANKING AGREEMENT. YOU MUST IMMEDIATELY NOTIFY US IF ANY ACCOUNT ENROLLED UNDER THIS AGREEMENT IS USED FOR PERSONAL, FAMILY, OR HOUSEHOLD USES. BY UTILIZING ANY OF THE SERVICES SET FORTH IN THIS AGREEMENT, CUSTOMER CERTIFIES THAT CUSTOMER IS NOT USING THE ACCOUNTS ENROLLED UNDER THIS AGREEMENT OR ANY OF THE SERVICES SET FORTH IN THIS AGREEMENT FOR PERSONAL, FAMILY, OR HOUSEHOLD USES.**

**Definitions**

For the purposes of this Agreement, the following definitions shall apply: "Business Day" shall mean any calendar day other than Saturday, Sunday, or any holidays recognized by the Federal Reserve. "Bank", "we", "us", and "our" shall mean and refer to Southern First Bank, a South Carolina financial institution; and "Customer", "you", or "your" shall mean and refer to the business Customer subscribing to or using Cash Management as is identified above, as well as any affiliate. Additional capitalized terms and phrases are expressly defined in other parts of this Agreement.

**Age Requirements**

By entering into this Agreement, you are certifying that you are at least 18 years of age or older. You agree to comply with all applicable laws and regulations in connection with Cash Management.

**Prohibited Uses**

You agree not to use or attempt to use Cash Management to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule, or regulations; (b) breach any contract or agreement by which you are bound; (c) engage in any internet or online gambling transaction, whether or not gambling is illegal in any applicable jurisdiction; (d) engage in any activity or business that would result in you being or becoming a "money services business" as defined in the Bank Secrecy Act, and its implementing regulations; or (e) engage in any transaction or activity that is not specifically authorized or permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of Cash Management for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates the terms of this Agreement.

**Enrolled Accounts**

When you enroll an account in Cash Management, all accounts that contain the same tax identification number can simultaneously be enrolled in Cash Management under the same Cash Management profile. If you do not wish for all your accounts containing the tax identification number to be enrolled in the same Cash Management profile, you must contact the Bank to opt-out. In the future, if you open additional accounts under the same taxpayer identification number, those accounts can also be automatically enrolled under the same Cash Management profile unless you contact the Bank to opt-out. These added accounts will be subject to your existing Cash Management agreements. However, if you are enrolled in any services that require additional underwriting or Bank review, such as ACH origination, Wire transfers, Remote Deposit Capture, or Positive Pay, you must contact the bank to get an updated Appendix.

**Relationship with Other Agreements**

Your use of Cash Management is governed by: (a) this Agreement; (b) our Fee Schedule; (c) any application for Cash Management and all implementation and enrollment forms you complete; (d) any user guides and instructions we may provide you on using Cash Management; (e) any other agreements that cover the accounts you access through Cash Management; (f) our privacy policy; (g) any applicable overdraft protection agreements; and (h) any other applicable loan or account agreements (collectively, all agreements other than this Agreement are referred to as the "Other Agreements"). Such documents, disclosures, and policies represent the sole and exclusive agreement between you and us regarding Cash Management and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter thereof.

**Minimum Hardware and Software Requirements to Use Cash Management**

To use Cash Management you will need the following: (a) a personal computer, mobile device, or tablet, with an operating system and telecommunications connections to the internet capable of supporting the foregoing; (b) an internet browser that supports 128-bit encryption; (c) a valid email address on file with us and capable of interfacing with standard email protocols; (d) sufficient electronic storage capacity on your computer's hard drive or other data storage unit to retain the information we send you; (e) a printer that is capable of printing from your browser and email; and (f) Adobe Acrobat Reader (to download a free copy, please go to http://get.adobe.com/reader/). We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an internet service provider. You are also responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL, or satellite), software providers (other than software that we may provide you), and/or internet service fees that may be accessed by your communications carrier and/or internet service provider.

**Combined Cash Management Services and Statements**

Accounts with at least one common owner, as indicated by the common owner's tax identification number, may be linked through Cash Management and may be linked and reported on the same account statement. When accounts are linked through Cash Management or on a combined statement, you understand and agree that each owner and each signer of any linked account can review information about all linked accounts. As an example: if you own a business account associated with your social security number and you also have a personal consumer checking account associated with your social security number with us, then each of the other individual owners and signers on the business account may be able to see account information for your individual checking account.

**Online Banking Access**

Our Services are generally available 24 hours a day, 7 days a week. However, the timing may be limited because of unexpected maintenance or scheduled maintenance. We do not guarantee the availability of the Services. We reserve the right, under certain circumstances, to deny access to any one or more deposit and/or loan account(s) or to the Services, or to deny the processing of transactions, in order to maintain or restore security to our website and systems. We may do so if we reasonably believe Customer access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). We will notify Customer as soon as possible if this occurs. We will not be liable for any damages caused as a result of the denial of access. In addition, Customer access to the Services and Customer account(s) may be restricted during a period of routine maintenance. If Services are suspended, fail or restricted due directly or indirectly to any act of God, nature, equipment failure or malfunction, electric power disruption, or other condition not under our control, Services will be restored as soon as reasonably possible and we will not be liable for any damages to Customer as a result thereof.

**Open Access**

You may have the ability to link your online banking or access your online banking information through third party applications using our service called Open Access. Open Access allows Adjustable Programming Interface (API) based connections with third-party data applications including Intuit, Plaid, Envestnet|Yodlee, Stripe, Akoya, Mastercard/Finicity, MX, and Morningstar. These third-party data providers are used by third party applications to connect your eligible Southern First Bank accounts. You understand and agree that we do not control these third-party data providers or the third-party applications and how these third parties use your information. By providing your online banking Credentials and providing any additional Security Procedures we require to access online banking information through these third parties, you agree that we may provide certain information such as your account type, your account name, your account balances, and your transaction information with the third parties you select. Your online banking Credentials will not be

shared with these third parties. Before you provide third parties with your financial information, you should carefully review the third party's terms of use and privacy policy to determine how they will use your financial information. The bank shall not be held responsible for lack of access, incorrect information, or any issues involving the third-party data provider or the third-party application. The bank reserves the right to cancel or discontinue Open Access at any time without notice. IF YOU ELECT TO SHARE YOUR BANKING INFORMATION WITH THIRD PARTIES, SOUTHERN FIRST BANK EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE ACTIONS OF ANY THIRD PARTIES AND THE USE OF YOUR INFORMATION BY THESE THIRD PARTIES.

**Secure Email**

Conventional email is not a secure method of communication over the internet and we recommend that you not send confidential or privileged information to us by conventional email. The message portal contained within Cash Management is a secure method of communication that allows messages to be sent and received within Cash Management. An electronic message sent by you will not be immediately received by us. No action will be made on an electronic message you send to us until we have actually received your message and have a reasonable opportunity to respond to it. If you need to contact us immediately, please contact us in the office or by phone. There may be limitations on your use of electronic messaging from time to time and for certain transactions. You acknowledge and agree that information communicated via email to or from us may include information related to any or all Services we feel may be of interest to you.

You acknowledge and agree that you have been advised of an understand the risks of using email and that we are unable to guarantee the authenticity, privacy, or accuracy of information received or sent by email or to monitor the authorization of person using your email address to send or receive information. If you receive information from us via email that you believe is intended for another recipient, you agree to immediately return the information to us and delete the communication. Having acknowledged the risks associated with communicating financial information via email, you (a) agree that we have no obligation to monitor or investigate the use of your email account, or the source of any email communication received from you bearing your email address; (b) release us from any claim or liability arising from or in connection with any communications sent or received using email; and (c) agree to indemnify us from all claims, losses, expenses, or liability arising from or connected in any way with the use of email as contemplated by this Agreement.

You agree that certain information communicated by us to you may be confidential in nature. You agree to maintain the confidentiality of such information and to refrain from sharing the information with any other person or entity or form using the information for any non-permitted purpose or for any purpose which is not related to your financial relationship with us.

In the event that you believe an unauthorized person has gained access to your email account, you agree to immediately notify us so that we can cease communication of information to you via email until you take measures to protect your financial information.

**Update Notice**

Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any 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 by Bank within five (5) Business Days of the change. Customer shall provide any additional information requested by Bank within five (5) days of such request. Bank retains the right to: (i) review Customer's Checks, Files and business activities from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement and (ii) re-price or terminate the Service based on changes to information previously provided to Bank by Customer.

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

The terms of this Section shall survive the termination of this Agreement. Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of actions, claims, damages, liabilities and expenses arising out of, related to or resulting from:

A. Customer's:

i. failure to report required changes,
ii. transmission of incorrect data to Bank,
iii. failure to maintain compliance with the National Automated Clearing House (NACHA) Rules (the "ACH Rules"),
iv. destruction of original Checks,
v. deposit of an electronic representation of a substitute check into an account instead of an original Check,
vi. deposit of a prohibited check.
vii. breach of any of Customer's warranties, representations and/or obligations under this Agreement or the Other Agreements and the terms of this paragraph shall survive the termination of this Agreement.
viii. breach or violation of any ACH Rules.

B. Bank's:

i. provision of the Remote Deposit Service,
ii. action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer.

Provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

**Balance Inquiries and Transfers Limitations**

You may use the System to check the balance of your accounts and to transfer funds among the accounts you maintain with us. According to Federal regulations, you may not make more than six (6) transfers from your Money Market Deposit Account or Money Market Sweep Account during a given monthly statement period. Transfers initiated via Online Banking are considered among the six (6) maximum transfers from your Money Market Account during a given monthly statement period.

We strive to provide complete, accurate, and timely account information through the Services. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact your local Southern First Bank office. There may be situations that cause a delay in an update of your balances. We will use the most current collected balance available at the time of a transaction on which to base our approval.

Account-to-account transfers may be delayed because either the Bank is not open and transacting business or because of other delays. In the event that you need to perform an immediate transfer, you should contact the Bank directly and not rely on the account-to-account transfer Services.

**Fees for the Online Banking Service**

Fees for the Services may consist of fixed fees assessed monthly and per transaction fees assessed each time certain Services are used, such as initiating a stop payment request, an online wire transfer or an ACH Origination. These fees will be assessed by us in accordance with our Fee Schedule, and are subject to change, as described below. You agree to pay and authorize us to charge your accounts maintained with us for the fees assessed in accordance with the Fee Schedule.

**Joint Accounts**

When your Cash Management is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized signer.

**Limitations on our Liability; Disclaimers**

IF WE ARE LIABLE IN CONNECTION WITH ONLINE WIRE REQUESTS, ACH DEBIT/CREDIT ENTRIES, POSITIVE PAY SERVICE INSTRUCTIONS OR ANY OTHER INSTRUCTIONS WE RECEIVE FROM YOU, WE WILL ONLY BE LIABLE FOR DIRECT DAMAGES PROXIMATELY CAUSED BY OUR ACTIONS. IN NO EVENT WILL WE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IRRESPECTIVE OF THE FORESEEABILITY OF SUCH DAMAGES, AND EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will we be liable for damages in an amount exceeding the lesser of: (i) the monetary injury proximately caused by our act or omission in breach of our obligations under the Agreement; or (ii) the amount of the entry lost, misrouted, delayed or otherwise affected by our act or omission in breach of our obligations under the Agreement. Except as provided in the preceding sentence, we shall not be liable to you or any other party for any claims, losses, or damages except in instances of, and then only to the extent of, our intentional misconduct or gross negligence by an authorized employee or agent of us.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT AND THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**Joint and Several Liability**

If one or more of your accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Cash Management to access the account. This joint and several liability shall extend as well to any line of credit accessed through any such accounts.

**Errors and Questions; Notices**

You must notify us immediately if you discover or believe an unauthorized transaction or error occurred on your accounts. We must receive notice, written or verbal, no later than 3:00 pm Eastern Time on the Business Day after the posting date of an item with a written affidavit in a form satisfactory to us, if required. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered by hand, by electronic transmission with confirmation of receipt, by United States registered or certified mail, postage prepaid, or by nationally recognized overnight carrier to the following addresses:

By telephone or writing:

Southern First Bank
Attn: Client Services Support
PO Box 17465
Greenville, SC 29606
877-679-9646

By email: ClientServices@southernfirst.com

You agree to notify us at least ten (10) Business Days in advance of any change in your address, transaction account, your banking status, or email address.

**Privacy Statement**

We understand how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with us. Our customer privacy statement can be obtained by accessing our website at www.southernfirst.com.

We will use reasonable efforts to protect against the unauthorized use of your information to your detriment (e.g., disclosure of information to your competitors). If we receive non-public personal information regarding your clients, we will adhere to all applicable requirements of applicable privacy regulations. We will disclose to you all breaches in security resulting in unauthorized intrusions into your or our agents' operations that may materially affect you or your clients, and the corrective action that we propose to respond to the intrusion. We will treat all corporate records and documents provided by you as confidential information and will not utilize or otherwise disclose such records or documents or the information contained therein except as necessary or consistent with providing the Services without your prior written approval.

We will use appropriate security measures to protect and safeguard all information provided by you regarding your clients, consumers, and accountholders, including "non-public personal information" regarding "consumers" as those terms are defined in the Gramm-Leach-Bliley Act ("GLB Act"). We will not disclose any such information to any third party without your prior written consent unless such disclosure is required by applicable law or regulation or by subpoena or court order, or if such disclosure is required to provide the Services including, but not limited to, disclosures to certain third parties bound by previously executed confidentiality agreements, or disclosure to any clearing house, regulatory agency, or Federal Reserve Bank. If we receive any subpoena or court order requiring us to disclose any such information provided by you, we will use our best reasonable efforts to notify you of such subpoena or court order in advance of making any disclosure and will reasonably cooperate with you in any efforts you might reasonably undertake to challenge such subpoena or court order. We agree not to disclose or use any "non-public personal information" except in compliance with the GLB Act and we will maintain the confidentiality of such information in accordance with the GLB Act, to the extent applicable.

**Recording and Records**

You authorize us, at our discretion, to record electronically all telephone calls or other data transmissions (including without limitation e-mails) between us and any person acting on your behalf, and to keep those recordings as long as we consider necessary. You assume the duty of obtaining the required consents from your authorized users for these recordings. If our records about a particular request, online request, entry, or other request to transfer funds made by you are different than your records, our records will govern. Our records include all written records and any tape recordings maintained by us about transactions involving your accounts.

**Discrepancies**

We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process transfer or payments using the Services. If a transfer or payment instruction identifies a payee or financial institution by name or account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a person or entity that is different from the person or entity that is indicated on the instruction. We have no obligation to identify discrepancies between names and numbers.

**Disclosure of Account Information**

We may disclose information to third parties about you or your transactions in the following instances: (i) when it is necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment; (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) to comply with a government agency or court order, or in connection with fraud protection or an investigation; (iv) if you give us permission; or (v) with our affiliates as permitted under Federal or applicable state laws. For more information about how we may share your information, please see our website privacy policy or financial privacy policy.

**Contingency Plan**

You and we each agree to maintain a business continuity plan ("Business Continuity Plan") for each Service that describes how each party will recover from a Disaster. A "Disaster" shall mean any unplanned impairment or interruption of those systems, resources, or processes that enable standard performance of the applicable Service's functionality. Each Business Continuity Plan shall include a plan for the recovery of critical technology systems, as well as procedures for restoring business operations at the primary location or at a designated recovery site, if necessary. We agree to work with you to establish a plan for alternative communications in the event of a Disaster.

**Customer System Security**

You are responsible for the installation, maintenance, and operation of your computer and browser software, including without limitation, maintaining current software upgrades and applying critical security patches. You shall be responsible for internal and external intrusion testing of your network system, as well as systemic or operational risk contingency planning with regard to your network system. You are also responsible for maintenance and connectivity of telecommunication with your ISP (internet service provider). Additionally, up-to-date anti-virus, anti-spyware, and anti-malware programs and firewalls shall be maintained on all of your systems.

You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using Cash Management. We encourage you to routinely scan your PC and diskettes using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an internet connection.

You shall maintain accounting, network security, and computer security audit policies and procedures. You shall monitor your accounts maintained with us on a daily basis and immediately notify us of any suspicious activity, including without limitation unexpected password resets, unknown transactions, suspected user

credential compromises, suspected embezzlement or any other circumstances that might compromise your computer, network, or account security.

The risk of error, failure, or non-performance of your computers and software is your risk and includes the risk that you do not operate the computer or software properly. We make no warranty to you regarding your computers or software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software nor are we responsible for any electronic virus or viruses that you may encounter. We are not responsible for any computer virus related problems that may be associated with the use of the Services. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computers or software. We encourage you to routinely scan your computers and network systems using the required anti-virus, anti-spyware and anti-malware programs required to be maintained by you above, to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Except as specifically provided in this Agreement, or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft® (Internet Explorer browser) or Google® (Google Chrome® browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic, or other damages arising in any way out of your access to or use of, or failure to obtain access to, Cash Management.

**Termination**

You may terminate your ability to continue use of the Online Banking Service by notifying us by postal mail, email, or telephone. Such termination affects your ability to continue using the Services only and does not terminate your Southern First Bank accounts or any obligations incurred by you for any information, instructions, requests, transactions, or entries transmitted by you to Bank. We may terminate access to the Online Banking Services upon the request of the Primary Admin or an Authorized Signer.

We reserve the right, in our sole discretion and with or without cause, to terminate your use of the Services in whole or in part at any time without prior notice. Should the termination be due to insufficient funds, the Services may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Services, you must contact your local Southern First Bank office.

We reserve the right to terminate your access to the Online Banking Service if you fail to access the Online Banking Services at least once in an eighteen (18) month period.

**No Partnership or Joint Venture**

Neither we nor you shall, by virtue of this Agreement, be deemed to be the partner or joint venture of the other, nor shall we be deemed to be your agent or employee. We shall not, by entering into and performing this Agreement, incur any liability for any of your existing obligations, liabilities or debts, and we shall not, by acting under this Agreement, assume or become liable for any of your future obligations, debts or liabilities.

**No Waiver**

Each of the respective rights and obligations of the parties hereto shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein. No waivers,

whether express or implied, by either party of any breach of any of the covenants, agreements, or duties hereunder of the other party shall be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement, or duty.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The exclusive venue for any proceeding arising out of or relating to the Agreement, or the Services, shall lie in Greenville, Greenville County, South Carolina. Both parties consent to jurisdiction in such county and agree that this venue is the most convenient for the resolution of any disputes relating to the Services, the relationship between Customer and the Bank, and the Agreement.

**Assignment**

This Agreement may not be assigned to any other party by you. We may assign or delegate any of our rights and or obligations under this Agreement, in part or whole, to any third party.

**Amendments**

Terms and conditions of this Agreement (including our Fee Schedule) may be amended or modified in whole or part at any time by the Bank with ten (10) days written or electronic notification to you prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access to the Services. The Bank may make amendments or changes to terms or conditions without prior notice if it does not increase liability, fees, charges, or limitations to you. If you maintain or use any of the Services after the effective date of any change, amendment, or modification, you will have thereby agreed to the change, amendment, or modification. You may not amend this Agreement in any particular way without our prior written consent in each instance, which may be granted or withheld for any reason or no reason in our sole discretion.

**Disputes**

In the event of any legal action to enforce the rights of a party under this Agreement, the prevailing party shall be entitled in addition to such other relief as may be granted, to its reasonable costs and expenses, including reasonable attorney's fees.

**Dispute Resolution**

WE AND YOU EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY YOU OR US, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH PARTY TO THIS AGREEMENT.

If the jury waiver set forth above or exclusive venue selection is not enforceable, then any dispute, controversy, claim, action or similar proceeding arising out of or relating to this Agreement or any of the transactions contemplated therein shall be settled by final and binding arbitration held *in Greenville County, South Carolina* in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply *South Carolina Law* to the resolution of any dispute, without reference to rules of conflicts of law or rules of

statutory arbitration. The arbitrator shall be a retired judge or attorney licensed to practice before the state and federal courts of the State of South Carolina. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph. The costs and expenses of the arbitration, including without limitation, the arbitrator's fees and expert witness fees, and reasonable attorney's fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such costs and expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

**Cooperation and Loss Recovery Efforts**

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

**Severability of Provisions**

The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions. If any provision is invalid or unenforceable, (1) a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (2) the remainder of the provisions set forth in this Agreement and the application of those provisions to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability of such provision, or the application thereof, in any other jurisdiction.

**Disclaimer of Warranties**

EXCEPT AS REQUIRED BY LAW, SERVICES ARE PROVIDED FOR CUSTOMER'S BENEFIT "AS IS" AND "WHERE IS," AND BANK MAKES NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION (1) ANY REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED BY BANK TO CUSTOMER, (2) ANY REPRESENTATIONS AND WARRANTIES THAT THE SERVICES WILL BE UNINTERRUUPTED, CONTINUOUS, AVAILABLE, OR FREE FROM DEFECT, (3) ANY WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH BANK MAINTAINS CUSTOMER'S AUTHORIZED ACCOUNTS, (4) ANY WARRANTIES WITH RESPECT TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT OR REGULATION E OF THE CONSUMER FINANCIAL PROTECTION BOARD, (5) THE ACH RULES OR ANY RULE OR REGULATION OF ANY AUTOMATED CLEARING SYSTEM, OR (6) ANY STATE ELECTRONIC FUNDS TRANSFER STATUTE OR REGULATION. NO DESCRIPTIONS OR SPECIFICATIONS OF THE SERVICES SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

**Entire Agreement**

This Agreement supplements any other Agreements or disclosures related to your account(s), including the Deposit Account Terms and Conditions for Southern First Bank. You should review those Agreements for any fees, limitations, or restrictions that they contain, which may impact your use of an account with us. If there is a conflict between this Agreement and any others, or any statements made by any of our employees or agents, this Agreement shall control with respect to the Services.

**No Extension of Credit**

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

**Grant of Security Interest**

As security for your obligations to us under this Agreement, you grant to us a present and continuing security interest in the following: (i) all of your accounts and all distribution/collection points related to any one or more of your accounts associated with Cash Management; (ii) all now existing and all hereafter arising contract rights relating to your accounts associated with the Services and the distribution/collection points related to any one or more of your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities, and other items of value or payment intangibles belonging to you or payable to you, which are now in or may in the future be in or paid or deposited to your accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities, and other items of value or payment intangibles.

**Electronic Disclosures and Communications**

Unless otherwise required by applicable law or pursuant to your written request, in the event we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your email address as reflected in our then current records. You agree that we may send notices and information about our products and services to you electronically, to the extent allowed by law. Any notice or communication we give you concerning Cash Management and/or your account(s) is effective when we send you an electronic message or when we mail or deliver the notice or communication to you at the address we have for you in our records. Any notice or communication we send you will be deemed to have been received by you within three (3) days of being sent. If any of your accounts has more than one co-owner, notice or communication to any one co-owner will be considered effective notice or communication to all. You may request a paper copy of the information up to sixty (60) days after receiving our electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices, and other communications regarding Cash Management may be provided to you in Cash Management. You can obtain free paper copies of some of these documents by contacting the Bank by phone during business hours. Please note that there may be some costs associated with obtaining paper copies of your monthly account statements. You will continue to receive all of the paper account statements and other bills and similar account materials that you currently receive by mail, unless you enroll in electronic statements. If you wish to withdraw your consent to receive communications provided in electronic form, you must notify us in writing at:

Southern First Bank:
Attn: Client Services Support
PO Box 17465
Greenville, SC 29606

Further, information regarding email and secure messaging is set forth in this Agreement. You agree that these are reasonable procedures for sending and receiving electronic communications.

**Signatures**

By signing the Appendix to this Southern First Bank Commercial Online Banking Agreement, you acknowledge that you have read and accepted the terms and conditions of this Agreement and agree to be bound by its terms. At our sole discretion, this Agreement, including all Schedules, and any amendments thereto, may be executed in multiple counterparts (with signature to any such counterpart being deemed signature to all such counterparts), and counterpart copies of this Agreement bearing the signature of one or more parties to this Agreement which are transmitted to and received by another party by being electronically scanned, electronically mailed, or sent by facsimile are deemed equivalent to, and shall have the same effect as, counterpart copies bearing original manual signatures. This Agreement is not binding upon us unless and until it is signed by you on the Appendix. We reserve the right to require that you return an original signed copy of this Agreement to us prior to making available to you any Services described in this Agreement.

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**SECURITY PROCEDURES FOR ONLINE BANKING**

**Account Designations and Authorizations**

Customer agrees to select and identify to us, in the Appendix, permitted user ("Primary Administrator"), who will be shown on our records as the authorized Primary Administrator for Customer Services. The Primary Administrator must be approved by Bank. The Primary Administrator must be shown as an authorized signer on the accounts enrolled in the Services. We may require a new entity authorization agreement for the Primary Administrator that must be completed by you. Customer warrants and represents to us that those users added as having access to Services on Customer's behalf by the Primary Administrator have Customer's full authority to be added as a user of the Services. Your Primary Administrator must, in your discretion, possess the business knowledge, authority, technical capabilities, and trustworthiness appropriate for an individual charged with controlling the rights of other individual users to access your banking information and conduct financial transactions on your behalf. Customer certifies and warrants that the Primary Administrator has been properly authorized and empowered to add additional users for Services or any part of the Services (including the authority to manage other users) and that we may rely without inquiry or liability upon the instructions of the Primary Administrator. Customer agrees to promptly contact the Bank to remove a Primary Administrator when the Primary Administrator ceases to be authorized as a Primary Administrator (including without limitation, when such Primary Administrator's employment with your organization is terminated or his or her responsibilities or position change within your organization). At that time, the Customer shall execute a new Appendix to add a new Primary Administrator. Customer agrees to advise us and request a revised Appendix in the event Customer deems the Primary Administrator unauthorized to continue in that role. The individual with permission on the Entity Authorization Agreement of an account to periodically amend, restructure, renew, extend, modify, substitute, or terminate any agreements or arrangements with the Bank shall have the right to revoke access of a Primary Administrator. In the event that you wish to add or remove a Primary Administrator, we may request a new entity authorization agreement prior to adding or removing the Primary Administrator. You agree that a Primary Administrator may continue to access the Services until such time as we receive the requested forms for removing a Primary Administrator.

The Primary Administrator will be able to grant access and authority to users (each a "User") having a degree of access and authority with respect to the accounts and the Services. You agree that you are responsible for any activity connected with the Primary Administrator that you designate, as well as any Users designated by the Primary Administrator. You agree that if a Primary Administrator grants a User "Administrative User" access, you will be allowing that User (an "Administrative User") to transfer funds, perform User maintenance, view account transactions, and perform other services, such as stop payment, wire transfer, and ACH origination as provided in this Agreement. Only the Bank may create a Primary Administrator as designated in the Appendix. The Primary Administrator and Administrative Users may create other Administrative Users. The Primary Administrator and Administrative Users may grant additional Users viewing rights (a "Secondary User") who may have the ability to view account information. You may elect on

the "Bank Administrative Assistance Form" to have the Bank create Users for Online Banking. If you elect to have the Bank create these roles, a signer must approve all selections made by the Bank through the Online Banking portal. By choosing to have the Bank create Users for you, you understand and agree that the Bank accepts no responsibility for any actions taken by these Users. The sole obligation to approve the Users will remain with the signers of all enrolled accounts and as such the Company accepts full responsibility for any actions taken by their Users. Customer agrees to promptly delete a User when the User ceases to be a User (including, without limitation, when such User's employment in your organization is terminated or his or her responsibilities or position change within your organization).

User IDs and passwords ("Login Credentials") assigned by us or by an Administrator will be subject to specific format rules set by us which may be changed from time to time at our discretion. Additional procedures to provide more secure access to Online Banking may be enabled from time to time at our discretion. Customer covenants and agrees with us that we may rely fully upon such Login Credentials properly entered into the System, both as authentic identification of the Primary Administrator or User and as conclusive and sufficient evidence of the authority of the Primary Administrator or User to conduct the specified online transaction for you. The Login Credentials issued to your Primary Administrator or Users are for Customer security purposes. Customer and each of Customer's Primary Administrator or Users agree not to disclose or otherwise make Login Credentials available to anyone.

You will need to designate which accounts will be utilized for payments and transfers. If you designate an account that requires more than one signature for withdrawal or transfer of funds, you agree that we may act upon any instruction that is accompanied by the Login Credentials designated by you, your Primary Administrator, and/or the Administrative User for that account. **(Note: this may mean that we may act on the instruction of only ONE person, even though the signature card for the account in question requires two or more signatures on checks).** As long as an instruction pertaining for a particular Service is accompanied by the designated Login Credentials, the transaction will be deemed authorized by you. The terms of this Agreement will override any account documents, corporate resolutions, or signature cards as to this issue.

As the owner of the business accounts linked to Cash Management, you are responsible for informing Bank any time a person associated with your business and listed as a Primary Administrator, Administrative User, or Secondary User, as applicable, has his or her authority revoked. You shall notify us within one (1) Business Day of the removal/termination of a Primary Administrator, Administrative User, or Secondary User. You are responsible for the actions of persons who have had their authority to access and use Cash Management revoked until you give Bank notice of revocation of such authority and Bank has had adequate time to act on such notice.

**Security Procedures**

Customer and the Bank shall comply with the Security Procedure requirements described herein and in the Appendix with respect to entries and information transmitted by Customer to the Bank (the "Security Procedures"). These Security Procedures will involve access devices, including user IDs, passwords, tokens, keys, security devices, embedded algorithms, digital signatures and certifications, and other materials (collectively, "Access Devices"), which may be subject to periodic change. You agree to maintain the confidentiality and control of all Access Devices and to take all reasonable precautions to safeguard the Access Devices and prevent unauthorized access to your accounts and any Access Devices. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an entry or information transmitted. No Security Procedures for the detection of any such error have been agreed upon between the Bank and Customer. If instructions (or a request for cancellation or amendment of instructions you provided) received by Bank purports to have been transmitted or authorized by you following the Security Procedures, it will be deemed effective as your entry (or request) and you shall be obligated to pay Bank in accordance with such instructions even though

the instructions (or request) were not authorized by you, provided that Bank accepted the instructions in good faith and acted in compliance with the Security Procedures

As part of the Security Procedures, you agree that any computer used by a Primary Administrator or Administrative User or any other authorized user to access Cash Management and transmit entries to Bank shall have appropriate anti-virus and security software installed on each computer (each, a "User Computer"). Bank cannot block access to the services. If you elect not to use a secure User Computer, that use is done at your risk.

The Security Procedures with regard to instructions transmitted to Bank via Cash Management may include the following:

A. *Company ID*: the unique identifier assigned to the Customer by the Bank,
B. *User ID:* the authorization of Primary Administrator and Users and the assignment by Bank of individual user IDs for such persons.
C. *Password:* the creation of each Primary Administrator and User of an individual user password, which must be used in conjunction with a Company ID and User ID to access Cash Management.
D. *Out-of-Band Authentication:* a mechanism where the Bank requires a secondary verification method in the form of a telephone call or text message code used to verify the Primary Administrator or User's identity.
E. *Security Tokens:* the use of Security Token assigned to each Primary Administrator or User, which token generates time sensitive passwords that may be used to access the portion of Cash Management as required to initiate instructions to Bank.
F. *Dual Control:* the use of a system where a Primary Administrator or User is given a "Setup" authorization to provide instructions to Bank. However, the instructions do not become valid until a User given an "Approver" authorization provides a secondary approval to "release" the instructions to Bank.

The Security Procedures may be altered or modified from time-to-time. Notice will be provided to you as set forth in this Agreement. Following transmission of such Notice, the Security Procedures (as modified) will become effective and you must comply with the modified Security Procedures. Bank reserves the right to reject any entries or transmission of information until you comply with the modified Security Procedures.

Customer is strictly responsible for establishing and maintaining commercially reasonable procedures to safeguard against unauthorized transactions or transmissions. You acknowledge these Security Procedures are "commercially reasonable" pursuant to Article 4A of the Uniform Commercial Code. Regardless of any claim of unauthorized access, you will be responsible for any transaction instructions given following authentication using the Security Procedures. Bank will only have an obligation to comply with the Security Procedures set forth herein or in the Appendix. Customer warrants that no individual will be allowed to initiate transfers or transmissions in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures. Bank will have no liability if you or your employees disclose Login Credentials, Access Devices, or the Security Procedures. Any such disclosure will be treated as your consent to provide this information to that third party and provide him/her/them with access to your account(s). If the Customer believes or suspects that any such information or instructions have been accessed by unauthorized persons, Customer agrees to notify the Bank immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers or transmissions accepted in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers or transmissions.

Customer is responsible for any System transactions made with Login Credentials associated with Customer and/or Customer's users, including such transactions resulting from, but not limited to, phishing attacks, spoofed websites, malware, Trojan viruses, or other third-party attempts to compromise confidential account

information under Customer's control or the control of your employees and/or agents. You acknowledge and understand that Cash Management is accessed through the internet, which is a public system over which Bank has no control and that, accordingly, you should only use a computer or other electronic device that is in a secure location and that is used only by your Primary Administrator or Users and that your network and network hardware are secure. You further agree that it is your responsibility to set up, maintain, and review your security arrangements, and to update, maintain, and properly use industry standard security products that are appropriate for you, including firewalls, anti-virus protection, anti-spyware protection, and patches that apply to a known exploitable vulnerability. If any of Customer's Primary Administrator or Users gives an unauthorized person his/her Login Credentials, or otherwise permits or makes available to such an unauthorized person such Primary Administrator or User's Login Credentials, irrespective of the circumstances or means, Customer is solely responsible for all transactions such unauthorized person performs using the Services. Any transaction performed by anyone using Login Credentials assigned to and associated with Customer's Primary Administrators or Users' accounts and acting with fraudulent intent, even those transactions Customer did not intend or want performed, are authorized transactions upon which we may take action. Customer assumes sole responsibility for any unauthorized use of the Login Credentials assigned to and associated with Customer's Primary Administrators or Users and accounts. You agree to establish and maintain your own internal Security Procedures and controls to ensure and promote the protection and confidentiality of the Security Procedures and the Access Devices. You will be directly responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with the required Security Procedures. Additional users added to your account(s) are added at your sole risk and responsibility.

To further enhance your security, you agree to follow these minimum general safety guidelines:

A. You, your Primary Administrator, and your Users will never walk away from your computer while logged on to Cash Management.
B. You, your Primary Administrator, and your Users will check your account balances and activity daily and report any suspicious activity immediately to Bank.
C. You, your Primary Administrator, and your Users will memorize the PIN codes that are part of your Security Tokens. To change the codes on your physical Security Tokens, a Primary Administrator must contact the Bank to initiate the change. The Primary Administrator may be given rights to change the codes on software Security Tokens.
D. You, your Primary Administrator, and your Users will never disclose any of the Security Tokens or Security Procedures to any person other than the Primary Administrator or Users.
E. You, your Primary Administrator, and your Users will create complex passwords in compliance with this Agreement.
F. You, your Primary Administrator, and your Users will read and stay aware of the best practices for Online Banking security, as they may be updated from time to time.
G. You, your Primary Administrator, and your Users will read any best practice materials, updates, notices, or warnings from Bank and follow the guidance contained herein.

Upon three unsuccessful attempts to use Login Credentials, access to Online Banking will be revoked/locked. Prior to the third attempt, Customer should select "Forgot ID or Password Change" to reset Customer password and avoid being locked out. If Customer becomes locked out, to re-establish Customer authorization to use the System, the Primary Administrator or an Administrator must reset the password or provide a new temporary password. If the only user relationship for the Customer is a Primary Administrator, the Primary Administrator must contact the Bank to reset the Primary Administrator's password. For your protection, you should sign off after every online session and close internet browser to ensure confidentiality. If you suspect that an unauthorized person has access to your Login Credentials, or you believe your Login Credentials have been lost or stolen, or that someone may attempt to use Cash Management without your consent or has transferred funds without your permission, you must notify us immediately.

You agree that the Security Procedures are commercially reasonable. You agree that more restrictive Security Procedures could be offered, but in light of the burden of additional Security Procedures, you have carefully

considered the Security Procedures and in light of the risks that you assume under this Agreement, they are reasonable procedures to protect against unauthorized access to the Services. The Bank and the Customer will follow the Security Procedures to detect the unauthorized transmission of information to the Bank prior to the Bank acting on such information. Access to the Services may be controlled through the use of user Ids, passwords, and other security devices. If such a Security Procedure is so assigned or otherwise offered, Customer shall use or cause such security device to be used when submitting to the Bank any and all information related to the Services and your accounts with the Bank. If such a security device is so assigned or offered and the information transmitted to the Bank uses the identifying number, code or other security device, Bank may rely solely on the security device as conclusive identification of the sender of such information. Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this Service. Customer shall not disclose any information regarding the Service of the Security Procedures that an unauthorized user would find helpful to obtain access to this Service. If any information received by Bank purports to have been transmitted or authorized by Customer and Bank has acted in compliance with the Security Procedures with respect to such transaction information, or instructions, such transaction, information, or instructions shall be deemed effective as Customer's transaction, information, or instructions, and Customer shall be obligated to pay to Bank the amount of such transaction.
Bank shall be entitled to rely on any written notice or other written communication contained in a secure email purported to be from you, which is received via Cash Management and such communication shall be deemed to have been authorized by you.

**Security Tokens**

As part of the Security Procedures, you agree to use security tokens ("Security Tokens"), which are assigned to each Primary Administrator, Administrative User, or any other authorized user, which tokens generate time sensitive passwords that must be used to access the portion of Cash Management as required to initiate entries. These Security Tokens may be physical tokens or "soft tokens"—software that is downloaded to a mobile device.

- If you elect not to use Security Tokens to initiate entries within Cash Management, you will be able to access Cash Management to view account information, make account-to-account transfers, and utilize most features of Business Online Banking; however, certain transfers will be blocked. For example, you will not be able to access: (a) online wire creation; (b) ACH Origination.
- You may elect to use Security Tokens in lieu of a password to log in to Online Banking and gain access to Cash Management Services. You can make this election by notifying us at 877-679-9646.

Bank may, in its sole discretion, use callbacks to verify instructions given to Bank. You agree that Bank's use of callbacks is not required under this Agreement and the Bank's failure to use callbacks to verify any request shall not be deemed to be a violation of the Security Procedures set forth in this Agreement.

The Bank shall be entitled to rely on any written notice or other written communication believed by the Bank, in good faith to be genuine and to have been signed by the authorized user, and any such communication shall be deemed to have been signed by such person.

Nothing contained in this Agreement shall obligate us to accept or execute your request(s), or an amendment or cancellation to the request, and we shall only be deemed to have accepted such request or its amendment or cancellation upon our execution thereof. Bank may, in its sole discretion, refuse to abide by any instructions from you in the event: (a) Bank has a good faith belief that the instructions are not authentic; (b) the instructions are incomplete; (c) the entry and/or identity of the authorized user cannot be verified in the sole and absolute discretion of Bank; (d) there are insufficient collected funds in the account to cover the instructions; or (e) any other condition or requirement for the processing of the instructions as

set forth in this Agreement, any deposit agreement, or any funds transfer agreement between you and Bank, as amended, is unsatisfied.

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**INTERNAL TRANSFERS**

**Transfers Generally**

Subject to other applicable agreements, you can make the following internal transfers using Cash Management: (a) transfers between deposit accounts held at Bank; (b) transfers from your deposit accounts to loan accounts held at Bank; (c) transfers from lines of credit to deposit accounts held at Bank; (d) transfers from loan funds to deposit accounts held at Bank (collectively, these transfer options are referred to as "Internal Transfer Services").

**Types of Transfers**

Subject to any applicable transfer limitations set by Bank, Cash Management permits you to utilize the Internal Transfer Services. In the future, Cash Management may expand the types of transfers you can make. When initiating a new scheduled transfer, the "transfer date" is the date you enter for the transfer of funds from one account to another. You should always check Cash Management for the current balance in a given account. However, generally, the following timing will apply to transfers.

*One-Time Transfers*

One-time transfers that transfer funds from an account to another account using the Internal Transfer Services will be generally processed simultaneously if the transfer request is made not later than 9:00 p.m. on a Business Day. For example, if you transfer funds from account 1 to account 2, the funds will be debited from account 1 and credited to the available balance in account 2 simultaneously if the transfer request is made on a Business Day not later than 9:00 p.m. The funds will be available immediately upon the transfer for withdrawal from account 2 through an ATM or debit card transaction or at a teller window and will also be available to honor checks or other items presented for payment against account 2 in the nightly processing following checks or other items presented for payment against account 2 in the nightly processing following the transfer. If we receive your transfer instructions after 9:00 p.m., the transferred funds will be credited to your account as of the next Business Day following the date you initiated the transfer.

*Scheduled Transfers*

Scheduled transfers of funds from an account to another account using the Internal Transfer Services will be processed as follows: (a) the transfer will be debited from your originating account when you execute the transfer on the transfer date (regardless of the day or time we receive your instructions); and (b) the transfer will be credited to the receiving account during our nightly processing of the receiving account. The transfer will be credited to the receiving account on the transfer date if (i) the transfer date you designate is a Business Day; and (ii) we receive your instruction to transfer the funds to your account not later than 9:00 p.m. on the transfer date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 9:00 p.m. on the transfer date, the transferred funds will be credited to your account as of the next Business Day following the transfer date.

*Line of Credit or Loan Transfers*

Transfers of funds from a line of credit account (or loan account, when available) to a deposit account will generally be processed simultaneously if the transfer request is made before 9:00 p.m. on a Business Day.

*Preauthorized (Recurring Payments)*

If you have arranged in advance to make regular payments out of a deposit account to another account you have with the Bank, you can stop these payments by (a) calling us at 877-679-9646; or (b) signing into Cash Management and following the directions provided on the portal. All Pre-Authorized Stop Payment Requests must be received by us at least three (3) Business Days before the payment is scheduled to be made. We may require you to put your request in writing within fourteen (14) days after you call. We do not charge a fee to stop recurring/preauthorized electronic payments initiated through Cash Management.

This does not apply to regular scheduled payments that you have set up with another company (*i.e.* "automatic drafts" from the biller) to draft out of your account. You must contact the company who is drafting your account to stop those types of payments.

**Limitations and Dollar Amounts for Internal Transfers**

For certain accounts, applicable federal regulations impose certain limits on pre-authorized, automatic, and telephone transfers (including online transfers) to six (6) per statement cycle. Loan payments to Bank are not included in these limits. For security reasons, Bank may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using Cash Management. In addition, as noted herein, we reserve the right to pay or refuse to pay any person or entity to which you may direct a payment through Cash Management. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreement with us.

**Cancelling Internal Transfers**

Bank recommends that you cancel any pre-authorized (recurring) payments prior to notifying us that you are discontinuing the Internal Transfer Service. Bank will cancel any scheduled payments within three (3) Business Days from the date Bank receives your request to discontinue the Service. If you attempt to cancel a payment or transfer in accordance with the above directions and we do not do so, we will be liable for your losses and damages.

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**E-STATEMENTS**

**Agreement**

Within Cash Management, you may choose to utilize electronic statements ("E-Statements"). For the purposes of this E-Statements Service Agreement, "Communication" means the Services provided by us and any other online product or service offered through Cash Management in which you have enrolled, that is not otherwise governed by an electronic consent and disclosure. If any account has multiple owners and/or authorized signers, your consent to this Agreement constitutes the consent of all joint account holders and authorized signers. A Communication to any account owner or authorized signer will be treated as a Communication to all.

**Covered Communications**

We will provide the following Communications to you in electronic form: (a) all periodic statements in connection with the eligible accounts that you have selected; (b) all legal or regulatory notices, disclosures, cancelled checks, and other information that would have been contained in or accompany your periodic statement, including information we are required by law or regulation to provide you in writing, such as pricing information and privacy notices; and (c) any other information about your eligible accounts, including

all notices or disclosures about a change in the terms of your eligible accounts. You may view eligible accounts by clicking on the "Statements" tab in Cash Management. If your account entitles you to receive paper copies or images of cancelled checks, these Services will be provided in electronic form through Cash Management. If your account does not entitle you to receive paper copies or images of canceled checks, these Services will not be provided through Cash Management.

**Delivery of Communications and Requirements to Promptly Review**

We may deliver the Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through Cash Management; (b) by sending the information to an email address you have provided to us; (c) to a wireless device you have designated; (d) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; or (e) any other electronic means we have mutually agreed upon. Delivery of electronic Communications by any of these methods will be considered "in writing" and you intend that the electronic Communications have the same legal effect as written and signed paper communications.

**Your Prompt Review of E-Statements**

You will be notified by email that your E-Statement is available to view in Online Banking. **Your receipt of E-Statements does not in any way alter your obligation to promptly review your E-Statements as set forth in the Other Agreements. You must promptly access or review your E-Statements and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or other irregularity.** If you allow someone else to access your E-Statement, you are still fully responsible for reviewing the E-Statement for any errors, unauthorized transactions, or other irregularities. All provisions as set forth in the applicable deposit account disclosure/agreement(s), terms and conditions, and loan agreements shall continue to apply.

**Withdrawal of Your Consent**

You may withdraw your consent to receive electronic Communications by updating your preference through Cash Management or by contacting us by telephone at 877-679-9646 or by email at clientservices@southernfirst.com. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal, which shall not be less than ten (10) Business Days. We may treat an invalid email address as a withdrawal of your consent to receive electronic Communications. If you withdraw your consent to receive electronic Communications, we may terminate your access to or use of Cash Management.

**Obtaining Paper Copies**

You may obtain paper copies of electronic Communications by printing them within Cash Management or calling 877-679-9646. We may charge you a reasonable fee, which is set forth in our Fee Schedule, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization.

**Requirement to Use E-Statements**

The minimum hardware and software requirements to access and retain the electronic Communications are: (a) a personal computer, mobile device, or tablet, with an operating system and telecommunications connections to the internet capable of supporting the foregoing; (b) an internet browser that supports 128-bit encryption; (c) a valid email address on file with us and capable of interfacing with standard email protocols; (d) sufficient electronic storage capacity on your computer's hard drive or other data storage unit to retain the information we send you; (e) a printer that is capable of printing from your browser and email; and (f) Adobe Acrobat Reader (to download a free copy, please go to http://get.adobe.com/reader/). We may update these requirements at any time in our sole discretion. You are solely responsible for having the

required hardware and software and for securing an internet service provider. You are also responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL, or satellite), software providers (other than software that we may provide you), and/or internet service fees that may be accessed by your communications carrier and/or internet service provider.

**Risks of Email**

Certain risks are associated with the transmission of Communications through the internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. Communications sent to you by email are an unencrypted, automatic alert. Although these Communications are not intended to contain personally identifiable confidential financial information, they may contain part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do not respond to Communications by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in that manner.

**Changes to Your Mail and Email Address**

You agree to notify us immediately of any change in your mailing address and/or email address. To notify us of your email address change, contact us by phone or through Cash Management. It is your responsibility to notify us in writing of changes to your mailing address for U.S. Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.

**Electronic Signature Agreement and Security**

You agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action or to otherwise provide us instructions while using Cash Management or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed in writing. Further, you agree that no certification authority or other third-party verification is necessary to validate your electronic signature; and that the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract between you and us. You agree and acknowledge that you will keep your PIN and other security codes and identification data used to access Cash Management confidential, and you will immediately notify us should you believe that any security device, PIN, or code has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

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**ONLINE BILL PAY**

**Use of Online Bill Pay**

Through Cash Management, you can access online bill (the "Online Bill Pay Service") that will allow you to electronically pay third parties. Your use of the Online Bill Pay Service is governed by this Agreement. Bill payments you schedule with the Online Bill Pay Service will be debited to your deposit account in accordance with the instructions to the Online Bill Pay Service. You may use the optional Online Bill Pay Service if you have a checking account. You authorize Bank to make payment in the manner we select. The methods we may use to make payment can include electronic transmission, corporate check, or personal check. When you schedule a payment through the Online Bill Pay Service, we will inform you of the earliest available delivery date. To ensure timely payment, you must schedule payments and your account should be in good standing at least 1 Business Day before the payment due date. You may use the Online Bill Pay Service in the following ways: (a) payments can be scheduled from a linked checking account; (b) payments can be entered as one-time transactions up to 1 year in advance, recurring transactions, or as a payment which is

automatically scheduled upon the receipt of an electronic bill; (c) payments entered no later than 4:00 p.m. EST on a Business Day will be scheduled and begin processing on the same day. Payments entered after 4:00 p.m. EST will be scheduled and processed on the next Business Day; (e) payments scheduled or recurring on a Bank holiday or a weekend will be processed on the prior Business Day.

**Insufficient Funds Fee**

**ANY ITEM THAT YOU AUTHORIZE FOR PAYMENT THROUGH THE ONLINE BILL PAY THAT IS RETURNED FOR INSUFFICIENT FUNDS IN YOUR DEPOSIT ACCOUNT MAY BE SUBJECT TO A FEE IN ACCORDANCE WITH YOUR DEPOSIT AGREEMENTS, OUR FEE SCHEDULE.**

**Electronic Bills**

Electronic Bills ("eBills") are a feature of Online Bill Pay which enables you to receive bills electronically from participating payees. Through the use of the eBills function, you will be able to: (i) approve eBills; (ii) access eBills from a third party; (iii) ensure delivery of eBills; and (iv) stop eBills.
Payees establish their own criteria for receiving requests to receive eBills and have the sole discretion to accept or decline your request. Bank cannot make a decision for the payee.
For some eBills, the Bank will obtain the eBill directly from the payee's website. You will be required to provide information needed for this purpose including your username and password. By providing this information to the Bank, you are authorizing the Bank to access the payee's website to retrieve account information on your behalf.

Bank has no liability or responsibility associated with a payee's failure to provide the necessary data to forward an eBill in a timely manner. If you do not receive a bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences.

**Limitations and Dollar Amounts for Payments**

For certain accounts, applicable federal regulations impose certain limits on pre-authorized, automatic, and telephone transfers (including online transfers) to six (6) per statement cycle. Loan payments to Bank are not included in these limits. For security reasons, Bank may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using Cash Management. In addition, as noted herein, we reserve the right to pay or refuse to pay any person or entity to which you may direct a payment through Cash Management. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreement with us. Transfers and bill payments made using Cash Management are subject to the following limitations:

**Cancelling Bill Payments**

In order to cancel a preauthorized (recurring) payment, you must sign into Cash Management and follow the directions provided in the portal. You may also cancel a transfer or payment by utilizing the secure email function contained in the Cash Management portal. Bank recommends that you cancel any scheduled payments prior to notifying us that you are discontinuing the Online Bill Pay Service. Bank will cancel any scheduled payments within three (3) Business Days from the date the Bank receives your request to discontinue the Online Bill Pay Service. If you attempt to cancel a payment or transfer in accordance with the above directions and we do not do so, we will be liable for your losses and damages.

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**STOP PAYMENTS**

**Statement of Stop Payments**

The electronic stop payment service ("Stop Payments") allows you to electronically place a stop payment request, which may also be made in person, by telephone, or in writing, and which are subject to the terms of this Agreement.

**Requesting Stop Payments**

You shall include in each stop payment request the check number, the MICR serial number, the exact amount of the check for which payment is being stopped (dollars and cents), and the account number on which the check is drawn. You understand and agree that Bank can only stop a check that shows the same MICR serial number and exact amount of the check as that set forth in the stop payment request.

You agree to review your account statements prior to transmitting a stop payment request and to not transmit any request relating to a check that has been shown to be paid on such statements. Bank is not liable for processing any check that does not appear as paid on a statement with the correct check serial number due to defects or damages to MICR information on the check.

You acknowledge that under certain circumstances, Bank may pay a check even if a stop payment request is in effect (for example, where an office becomes a "holder in due course" of the check being stopped).
Any stop payment request shall terminate at one hundred and eighty (180) days after the hold is placed, unless it is renewed or cancelled earlier. All stop payment requests will be cancelled automatically when the account on which the check is drawn is closed or transferred.

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**WIRE TRANSFERS**

**Agreement**

This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by ACH Rules. These ACH Rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**Definitions**

For the purposes of the Wire Transfers, the following definitions shall apply: *"Wire Authorization"* shall mean your authorization designated on the Bank's forms, fully completed and delivered to the Bank, and any supplement or amendment thereto. "*Authorized User*" shall mean the individual(s), if any, which you authorize or set by the Primary Administrator within Cash Management. *"Beneficiary"* shall mean the person to be paid by a funds transfer you initiate. *"Covered Account"* shall mean each deposit account maintained in your name at the Bank and described in the most current Appendix on file. "*Fedwire"* shall mean the funds transfer system owned and operated by the Federal Reserve Bank that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation. *"Fedwire Regulation"* shall mean

Subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time. "*Payment Order"* shall mean an instruction to the Bank, from or in your name, to pay a fixed or determinable amount of money to a Beneficiary. "*Repetitive Transfers"* shall mean funds transfers in which the Covered Account, Beneficiary, Beneficiary's financial institution, and Beneficiary's deposit account are the same for each transfer, and only the date, dollar amount, and optional information vary. "*Wire Security Procedures"* shall mean those procedures (i) specified in the Wire Authorization; (ii) included in the Appendix; or (iii) as otherwise agreed by you and us for transmitting Payment Orders to the Bank and for verifying such Payment Orders upon receipt by us, as such procedures may be amended to supplemented from time to time by the Bank.

**Types of Transfers**

Transfers may be made in two ways: first, transfers may be made on a one-time basis; second, transfers can be made on a recurring basis. One-time transfers can be immediate or scheduled at a future date. The recurring transfer may be used to make transfers of a set amount at recurring intervals.
*Repetitive Transfers.* If we or you determine that certain funds transfers have become Repetitive Transfers, we may assign a repetitive code to Payment Orders pertaining to such Repetitive Transfers.

**Processing Wire Transfer Payment Orders**

Customer authorizes Bank from time to time to transfer funds of Customer from any Covered Account to any other deposit account of Customer or a Beneficiary at Bank or another financial institution, or to another financial institution for the benefit of Customer or a Beneficiary, when requested to do so in a Payment Order. With respect to Customers who designate Authorized Users, Customer authorizes Bank to accept Payment Orders from an Authorized User or any person purporting to be an Authorized User. For all Services hereunder, Payment Orders may be transmitted to Bank by any means approved by Bank, including oral, written, or electronic communication.

Wire transfer Payment Orders via Online Banking can be made from Customer designated accounts maintained with us to accounts Customer may have at other depository institutions or to accounts third parties maintain with us or other depository institutions.

We will process wire transfer requests ("Wire Request") we receive from Customer via Cash Management throughout the day until our cut-off time on any Business Day. Any Wire Requests we receive after the cut-off time or on a non-Business Day will be processed on the next Business Day. You should always assume that a Wire Request may not be cancelled or amended at any time after the Wire Request is transmitted to the Bank.

Customer shall compensate Bank for performance of each Service in accordance with the Fee Schedule. The Fee Schedule will be deemed accepted by Customer upon provision of such Service to Customer. Customer shall pay any access, transfer, transmission, and other charges established by Bank in providing such Service. If Bank is required to pay such taxes, Customer shall reimburse Bank therefore upon demand. Customer shall also pay attorney fees and other costs and expenses Bank may incur due to any administrative law, ordinance, or other governing body in relation to any action taken on behalf of Customer and in relation to the Services. Bank may collect any of the foregoing amounts and any other amounts due by Customer to Bank hereunder or in connection with the provision of any Services to Customer by debiting any of the Customer's accounts with Bank, billing Customer, and/or may be offset through account analysis, without any obligation to give prior notice thereof to Customer.

A. In submitting any Payment Order, Customer shall be responsible for providing all necessary information required by Bank. Bank's funds transfer services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not

be liable to Customer for any information provided by Customer in a Payment Order, which is inaccurate, incomplete, or otherwise incorrect. Bank and any other party executing or receiving a Payment Order, including the Beneficiary's bank, may rely on the number in the Payment Order that identifies the Beneficiary and on any numbers that identify the Beneficiary's bank and any intermediate financial institutions identified in the Payment Order, even if such numbers do not correspond to the name of the Beneficiary or the financial institution. Bank and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of a Payment Order might be made by the Beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named Beneficiary. With respect to incoming wire transfers that do not include an account number recognizable to Bank, the Bank may return the wire transfer to the sending financial institution without incurring any liability to Customer.

B. Certain wires may require additional information from you. In the event that the Bank requires additional information to complete a wire because of legal or regulatory restriction on the transmission of the wire, you agree that the Bank may suspend processing of the wire until this additional information is provided. This information may include, but is not limited to: (i) the purpose of the wire, (ii) additional identifying information on the recipient of the wire, (iii) information regarding the principals, owners, or management of the recipient, or (iv) any information required to comply with regulatory obligations imposed upon the Bank including those promulgated by the Office of Foreign Asset Control ("OFAC"). We may also reject a Wire Request in the event we have reason to believe that a law or regulation would prevent the completion of the Wire Request or if any intermediary or transfer agent rejects the Wire Request. The Wire Request may also be delayed due to regulatory concerns of Bank, an intermediary, or a transfer agent. In such cases, then we may reject the Wire Request or suspend processing of the Wire Request until you provide additional information, such as identifying information on recipients.

C. Bank may reject a Payment Order (either incoming or outgoing orders, or both) from Customer if such Payment Order is not initiated in accordance with the applicable Wire Security Procedures, if there is any inconsistency between a Payment Order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such Payment Order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the Payment Order, or if Bank has other reasonable grounds not to honor the Payment Order. Bank will notify Customer of any Payment Order rejection by telephone, facsimile, electronic mail, or other commercially reasonable method. Bank shall have no liability to you or any third party by reason of the fact that such notice is not given at an earlier time than that provided for herein. If we do not execute your Wire Request, we shall not be liable to you or any third party for any damages, losses, liabilities, expenses, or costs.

D. We have no obligation to execute a Wire Request that results in an overdraft. Should the deduction for the transfer create an overdraft, Customer hereby authorizes us to deduct these payments from Customer designated account even if they create an overdraft, or from any other account Customer maintains with us. Customer will be responsible for any overdraft amounts and will be assessed any non-sufficient funds charge or overdraft fees per Bank's Fee Schedule for business accounts. Customer authorizes us to debit any account Customer maintains at the Bank and to offset any amount we owe Customer in order to obtain payment of Customer obligation under this Agreement. In the event that a payment may create an overdraft, the Bank may proactively transfer funds from another account to cover the overdraft. The Bank does not have to draw the payment account into overdraft status prior to making the offset.

E. The rights and obligations of Customer and Bank with respect to any funds transfer which is carried out through Fedwire shall be governed by the Fedwire Regulation.

**Cooperation**

If we are entitled under the law governing mistake and restitution to recover from any Beneficiary or other recipient all or any part of a funds transfer hereunder, Customer shall, upon our request, but without any expense to us, testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do all other and further lawful acts deemed necessary or expedient by us to assist or enable us to recover from such Beneficiary or other recipient.

**Online Wiring Instructions**

Customer may enter wiring instructions electronically while logged in to Online Banking. When Customer enters a Wire Request, you will be required to provide us information about the other account to which you will be transferring funds, including: (i) the name of the person or business entity on the account and the physical address of the recipient; (ii) the bank account number of that account; and (iii) the name and identifying or routing number of the depository institution at which that account is maintained.

We reserve the right to (a) handle a wire transfer in such order as is selected by us, at our sole discretion; and (b) reject or delay our acceptance and/or execution of a wire transfer if we determine that the wire transfer instruction is unclear, incomplete, or otherwise unsatisfactory to us. We shall have no obligation or responsibility to detect errors contained in the Wire Request received.

**Electronic Funds Transfer System**

Customer may designate in the Wire Request the particular electronic funds-transfer system and the intermediary banks, if any, to be used by us in connection with the wire transfer transaction. If Customer does not so designate, we will choose the electronic funds-transfer system and intermediary banks, if necessary, to complete the wire transfer transaction. Notwithstanding Customer designation, we may use any electronic funds-transfer system to execute a Wire Request without prior notification to Customer if we determine, in good faith, that it is not feasible to follow Customer designation or that following it would unduly delay completion of the wire transfer transaction.

Each electronic funds-transfer system may be governed by its own operating rules and regulations. Wire transfer transactions under this Agreement shall be subject to the rules and regulations of the applicable electronic funds transfer system, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. Each electronic funds-transfer and/or communications system selected by us in executing a wire transfer instruction shall be considered Customer agent.

**Cancellation or Amendment of an Online Wire Request**

Customer shall have no right to cancel any Payment Order after its receipt by Bank. Bank shall, however, use reasonable efforts to act on request by Customer for cancellation of a Payment Order prior to execution by Bank of such Payment Order, provided such request complies with the Wire Security Procedures. Bank shall have no liability if such cancellation is not completed. Customer shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to effect Customer's request for the cancellation of any Payment Order.

**Notice of Returned Wire Transfer Requests**

Bank shall notify your authorized representative of the receipt of a returned wire transfer request from the Federal Reserve (or other intermediary which we utilize) no later than two (2) Business Days after the Business Day of such receipt. At our discretion, this notification may be given by phone, fax, mail, or email to such authorized representative.

**Erroneous Requests**

You acknowledge and agree that when you provide Bank with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number even if the account number identifies a Beneficiary different from the Beneficiary named by you. You furthermore agree that your obligation pay the amount of the wire transfer to Bank is not excused in the circumstances. Likewise, wire transfers received by Bank for your benefit may be paid by Bank solely on the basis of account number. You agree that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

**Provisional Payment**

Any credit Bank gives to you for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, you must pay the Bank the amount of the transfer.

**Delayed Availability of Funds**

Bank reserves the right to delay the availability of funds for deposit without prior notice if, in its sole discretion, the Bank deems itself at financial or legal risk for any or all services performed under this Agreement.

**Account Statements**

All wire transfers will be reflected on your periodic account statement. An automatic email confirmation will be sent to your email address. It is recommended that you set up email alerts for incoming wires. You should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If you think a wire transfer is wrong or need more information about a wire transfer, you must contact Bank in writing upon discovery of the error in accordance with your Other Agreements or within fourteen (14) days after Bank sends you the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate you for the amount of an unauthorized or erroneous wire transfer. In the event that you fail to perform either of these duties with respect to an erroneous payment and Bank incurs a loss as a result of such failure, you are liable to Bank for the amount of the loss not exceeding the amount of the wire transfer or discrepancy in question.

**Objection to Payment**

If Bank gives you notice that reasonably identifies a Wire Request issued in your name as sender that Bank has accepted, executed, and received payment for, you cannot claim that Bank is not entitled to retain such payment unless you notify Bank of your objection to the payment within fourteen (14) days of Bank's notice.

**Method Used to Make Wire Transfer**

Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank shall be excused from failing to act or any delay in acting if a performance failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, labor disputes, power failures, nonsalaried agents, war, fire, earthquake, emergency conditions, or other circumstances beyond Bank's control.

**Authorization Changes**

You agree that the Primary Administrator or a user with setup and approval rights may initiate and/or verify Wire Requests with Bank. Changes made by you to any information supplied to Bank, or any changes in the

designated account numbers, shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of Bank designated in this Agreement and has had reasonable time to implement them.

**Security Procedures for Online Wire Transfers**

***You agree that our Wire Security Procedures stated in this Agreement and in the Appendix are commercially reasonable. You agree that more restrictive Wire Security Procedures could be offered, but in light of the burden of additional Wire Security Procedures, you have carefully considered the Wire Security Procedures and in light of the risks that you assume under this Agreement, they are reasonable procedures to protect against unauthorized access to the Wire Services.*** Bank and the Customer will follow the Wire Security Procedures to detect unauthorized Payment Orders prior to execution of such Payment Orders by Bank. The Wire Security Procedures are designed solely for the purpose of verifying the origination of Payment Orders and not for the detection of errors. The Wire Security Procedures offered by Bank are available only if Customer transmits Payment Orders directly by electronic means. Access to funds transfer services may be controlled through the use of Customer IDs, user Ids, passwords and other security devices. If such a Wire Security Procedure is so assigned or otherwise offered, Customer shall use or cause such security device to be used when submitting any and all Payment Orders to Bank. If such a security device is so assigned or offered and a Payment Order uses the identifying number, code or other security device, Bank may rely solely on the security device as conclusive identification of the sender. Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this Service. Customer shall not disclose any information regarding the Service of the Wire Security Procedures that an unauthorized user would find helpful to obtain access to this Service. If a Payment Order received by Bank purports to have been transmitted or authorized by Customer and Bank has acted in compliance with the Wire Security Procedures with respect to such Payment Order, such Payment Order shall be deemed effective as Customer's Payment Order, and Customer shall be obligated to pay to Bank the amount of such Payment Order. You acknowledge that we reserve the right to change our Wire Security Procedures from time to time.

In addition to the Wire Security Procedures set forth herein or in the Appendix, Bank reserves the right to call one of Customer's authorized users, for any reason in Bank's sole discretion, in connection with the Wire Services. Customer understands and agrees that Bank may suspend or temporarily hold any requested transaction until Bank receives confirmation from Customer of the transaction instructions.

**It is recommended that you require dual control of your internal wire transfer functions (i.e., more than one individual in your organization must initiate and approve wire transfer requests) to maintain a higher level of security. The lack of dual controls allows a single individual within your organization to initiate and release Wire Requests without other approval, oversight, or secondary controls. You understand and agree that we shall not be liable for any losses stemming in whole or in part from your decision to forego dual control of wire transfer functions.**

**Reverse Wire Transfers**

Your ability to access reverse wire transfers and wire drawdowns is subject to a separate agreement with the Bank.

**Representations and Warranties**

Customer and we each represents and warrants to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any

consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained. We make no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of any services for Customer, or as to the compatibility of our software, equipment or communication interfaces with those of Customer.

**Liability and Indemnification**

By submitting a wire transfer, Customer acknowledges and agrees that the Wire Security Procedures are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we provide to you in compliance with these procedures.

Customer acknowledges that the fees for the wire transfer services are very small in relation to the amounts of transfers initiated and consequently our willingness to provide such services is based on the liability limitations contained here. In addition to greater limitations on our liability that may be provided elsewhere, our liability related to the wire transfer services shall be limited exclusively to actual proven damages arising directly from our own gross negligence or willful misconduct.

If we fail or delay in making a transfer pursuant to Customer's instructions, or if we make a transfer in an erroneous amount, unless otherwise required by law or otherwise provided in this Agreement, our liability is limited to interest on the amount we failed to timely pay or transfer, calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank for the period involved. We may make such payment of interest either to Customer or to the intended Beneficiary, but in no event will we be liable to both parties. Payment to either party will discharge any obligation to the other. If we conduct a transfer in an erroneous amount that exceeds the amount per Customer's instructions, or if we permit an authorized transfer after we have reasonable opportunity to act on your instructions, our liability will be limited to a refund of the erroneously transferred amount, plus interest thereon, from the date of the transfer to the date of the refund. In no event shall this payment of interest exceed 60 days' interest.

Notwithstanding the foregoing, we will not, under any circumstances, be liable for special, incidental, indirect, consequential, punitive, or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time you first obtain wire transfer services from us or at the time any instruction or order is given to you, pursuant to this Service, and whether such losses or damages arise from tort, contract, or otherwise. Further, we shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of you, or any agent or employee of Customer, whether or not such action or inaction constitutes negligence of a breach of this Agreement or any wire instructions. We shall not be liable for any damage, cost, loss, liability, or delay caused by accident, strike, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of nature, or any cause which is attributable to a third party, that was beyond our control. Customer agrees that the fees charged for the performance of the wire transfer services shall be deemed to have been established in contemplation of these liability limitations.

You are liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by your current and/or former Authorized Users. Such liability includes, but is not limited to, instances when a current or former Authorized User effects one or more wire transfers to our detriment, or when unauthorized transactions is affected through Cash Management.

**Recordings and Records**

Either you or we may produce telephonic or electronic recordings or computer records, including electronic mail and facsimile transmissions, as evidence in any proceedings brought in connection with any service. You agree to our telephonic or electronic recording for security and quality of service purposes. You assume the duty of obtaining the required consents from your employees and/or agents for these recordings. If our

records about a request are different than your records, our records will control. Our records include written records and any audio recordings about wire transfers.

**Discrepancies**

You shall promptly notify us in writing of any error in connection with the wire transfer services and any discrepancies between any records maintained by you and any notice you receive from us with respect to the wire transfer services. You shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days from the date we first mail or make the information available to you, notify us of any transaction or transfer you believe to be unauthorized. You agree that the failure to report any discrepancies or unauthorized transaction in accordance with this Section shall relieve us from any liability for such unreported erroneous or unauthorized transaction.

**Compliance**

You shall comply with all laws, rules, and regulations in connection with wire transfer services. You agree to be bound by such rules and agree not to initiate or receive a wire transfer Payment Order in violation of international, federal, state, and local laws and regulations including, without limitation, the regulations promulgated by OFAC. To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify us for any and all fines and assessments imposed on us as a result of any infraction or violation of such rules caused by or directly attributable to you.

**Disclosure**

You acknowledge that we may have certain legal recordkeeping and reporting requirements with respect to services and consents to our disclosure to governmental authorities of information concerning you and services provided to you, which we believe to be appropriate or necessary to fulfill such legal requirements.

**Collection Costs**

Should we have to undertake any action to recover any amount due under this Agreement, including without limitation, fees, overdrafts, or overpayment, you will be liable to us for the cost of such effort plus reasonable attorney fees in any court action or appeal there from if awarded by a court of competent jurisdiction.

**International Payments**

When providing wiring instructions for an international wire transfer, you represent and warrant that the transaction does not violate the OFAC Regulations of the United States Treasury Department or any other laws of the United States or regulations of any governmental agency.

If a wire transfer is to be made in United States dollars to an account outside the United States, then, unless otherwise expressly stated, our foreign correspondent may, in its discretion, make payment to or credit the account of the Beneficiary of the wire transfer in local funds at the place of payment at the correspondent's rate of exchange on the date payment is made or credited.

If the international wire transfer is to be made in a foreign currency, upon request we will provide the necessary exchange rate to transact the transfer.

The System allows for future dating wire transfers; however, we do not permit international wires in a foreign currency to be future dated. We reserve the right to cancel any international wire in a foreign currency that is future dated at any time before the wire is executed. If, in our discretion, we elect to process an international wire in a foreign currency that has been future dated, we reserve the right to modify the exchange rate applicable to the wire to equal the exchange rate in effect on the date the wire is sent.

International wires in a foreign currency initiated after the daily cut-off time will be dated on the next Business Day, but will not be considered future dated; however, if the current day's exchange rate does not equal the next Business Day's exchange rate, we reserve the right to modify the exchange rate to equal the exchange rate in effect on the date the wire is sent or cancel the wire.

In the event that an international wire is returned or cannot be completed, you acknowledge that we will return the funds to your account using the current exchange rate. This exchange rate may be different than the one quoted to you for the conversion of U.S. Dollars to the foreign currency. Bank shall not be liable to any changes to the exchange rate while a Wire Request is pending or for changes to the exchange rate in the event that an international wire is returned and the exchange rate has changed. The Bank's only obligation is to convert the funds back to U.S. Dollars at the then-current exchange rate.

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**ACH ORIGINATION**

**Agreement**

ACH payment services ("ACH Services") allow you to make or collect payments through the ACH payment system by means of debit/credit payment type entries (each of which an "Entry" and if more than one, "Entries") from your business deposit account.
By agreeing to use the ACH Services, you appoint us to act as your originating bank in order to transmit debit and/or credit Entries (i.e., requests on prescribed media and format for the transfer of money to and from the accounts of bank depositors ("Receivers") maintained at banks participating in the ACH Network ("ACH Network") (each, a "Participant")) initiated by you (as an "Originator") to the ACH Network as provided in the ACH Rules and this Agreement.

Your approval for use of the ACH Services may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria prior to your approval for use of the ACH Services, we will communicate to you the nature and content of that criteria and the information you will be required to provide to us. You agree to provide us with such financial, business, and operating information as we may reasonably request with our underwriting and approval process. We may require a personal guarantee of a principal or an owner of a company for use of the ACH Services.

You acknowledge that certain Entry types, including but not limited to international ACH transactions (IAT), web-initiated Entries (WEB) and telephone-initiated Entries (TEL), involve additional legal requirements that will apply to the extent you initiate certain Entry types. The Bank has the right to restrict the types of Entries an Originator may initiate, as well as the right to change Originator limits in certain situations in its absolute discretion.

You agree to comply with and be bound by the current ACH Rules in existence which may be amended from time to time. Your duties set forth in this Agreement in no way limit your obligation to comply with the ACH Rules. Any fines or liabilities imposed against us for a violation of the ACH Rules caused by an action and/or inaction by you may be assessed against you, in our sole discretion. Costs associated with ACH Rules publications and/or association membership will be your responsibility. If you utilize third-party vendors or processors, you shall take such measures as may be necessary to ensure compliance with the ACH Rules by such vendors and processors. We may require such vendors or processors to execute standard agreements with the Bank and you acknowledge that we have no obligation to accept Entries from such vendors or processors until they execute an agreement, in form acceptable to the Bank regarding the services they will provide.

We shall establish, in our sole discretion, the maximum amount of Entries to be transmitted by you, and we may change such maximum amount in our sole discretion, with or without notice to you. If you transmit

Entries to us in excess of such specified maximum amount, we shall have no obligation to accept such Entries and will have no liability for our failure to process such.

Your approval for use of the ACH Services may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria to approve your use of the ACH Services, you agree to provide such financial, business, and operating information as we may reasonably request. We may monitor your ACH processing and records of returned Entries. We reserve the right to suspend processing of Entries in the event that we determine that you have excessive returned Entries as set forth in the ACH Rules or established in our policies.

It is important to note that we have the right as an Originating Depository Financial Institution ("ODFI") to terminate or suspend an Originator for breach of the ACH Rules. Upon reasonable notice from us to you, we shall have the right to inspect your books and records and to make on-site visits to any and all your locations with regard to all information deemed by us to be necessary or pertinent to your use of ACH Services provided by us under this Agreement. Information subject to our right of inspection shall include all information maintained by you with respect to your customers, clients, vendors, and processors (including audits) if, in our opinion, your relationship with such customers and clients is materially related to your ACH transaction activity conducted through us under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements set forth in the ACH Rules are being followed. We may require self-assessment of self-audits and you agree that you will provide such information. We may request any such information from your vendors or processors, and you agree that the provision of this information by the vendor or processor to the Bank is a condition precedent to Bank's obligation to accept Entries from such vendors or processors.

**Processing ACH Payments**

You shall transmit ACH Entries to Bank at the location(s) and in compliance with the formatting and other requirements set forth in the ACH Rules and in any written materials provided by Bank to you.

You agree that your ability to originate ACH Entries is subject to exposure limits in accordance with the ACH Rules and as set forth in the Appendix ("Exposure Limits"). Customer agrees that it will initiate ACH Entries only for SEC Codes for which it has specifically been approved by Bank set forth in the Appendix. Bank will not approve any company that is on Bank's non-eligibility list, including, without limitation, companies whose primary business is telemarketing, internet sales, gambling, adult entertainment, or international sales.

User(s) shall transmit ACH Entries to Bank in computer readable form in compliance with the formatting and other requirements set forth in the ACH Rules or as otherwise specified by Bank. ACH Entries shall be transmitted to Bank no later than the time and the number of days prior to the effective entry date specified in the Appendix. Any Entries we receive after the cut-off time or on a non-Business Day will be processed on the next Business Day.

Bank shall (a) use commercially reasonable efforts to comply with the instructions of Customer, (b) process Entries received from Customer to conform with the file specifications set forth in the ACH Rules, (c) transmit such Entries as an ODFI to the "ACH" processor selected by Bank, (d) settle for such Entries as provided in the ACH Rules, and (e) in the case of a credit Entry received for credit to an account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in this Agreement.

Bank shall transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Customer from time to time; (ii) the effective entry date satisfies the criteria provided by Bank to Customer; and (iii) the ACH Processor is open for business on such Business Day. Customer agrees that the ACH processor selected

by Bank shall be considered to have been selected by and designated by Customer. Customer will receive immediately available funds for any electronic debit Entry initiated by it on the settlement date applicable thereto.

For same day ACH payments, we must receive your file by 3:30 PM Eastern Standard Time for same day settlement. All other files require receiving your Entry by the designated cut-off time, on a day which is at least one (1) Business Day prior to the date on which the debit/credit Entries are to be posted to the receiver's account. Any Entries we receive after the cut-off time or on a non-Business Day will be processed on the next Business Day. Entries may be future dated up to fourteen (14) calendar days in advance.

You authorize us to withdraw or deduct the necessary funds from your account on the applicable settlement date for any electronic credit Entry you originate. We will process an offsetting electronic debit Entry to your designated account so long as the amount of the credit Entry does not exceed any other limit we have established. The transfer amount will be charged to your account immediately, and we may also charge your account for the fee for the ACH Services assessed by us in accordance with the Fee Schedule.

For debit Entries you originate, we shall on the applicable settlement date credit the account with the amount of each debit Entry transmitted to us so long as the amount of the debit Entry does not exceed any other limit we have established. We may charge your account for the fee for the ACH Services assessed by us in accordance with the Fee Schedule.

**Termination of ACH Origination and Rejection of Entries**

It is important to note that we have the right as an ODFI to terminate or suspend an Originator for breach of the ACH Rules. Upon reasonable notice from us to you, we shall have the right to inspect your books and records and to make on-site visits to any and all your locations with regard to all information deemed by us to be necessary or pertinent to your use of ACH Services provided by us under this Agreement. Information subject to our right of inspection shall include all information maintained by you with respect to your customers, clients, vendors and processors (including audits) if, in our opinion, your relationship with such customers and clients is materially related to your ACH transaction activity conducted through us under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements set forth in the ACH Rules are being followed. We may require you to provide a copy of your customer-facing authorizations for ACH processing.

You agree that we have no obligation to accept Entries and therefore may reject any Entry issued by you. We may reject any Entry for: (1) failure to comply with the ACH Rules; (2) having an effective date more than fourteen (14) days in advance; (3) your failure to make timely payment of any Entry; and (4) violation of this Agreement or any other agreement between us and you. We have no obligation to notify you of the rejection of the Entry, but we may do so at our option. We shall use our reasonable best efforts to notify you of rejection of an Entry within one (1) Business Day and such notice shall be effective when given. You agree to indemnify, hold harmless and reimburse us for any Entry which is rejected or disputed after we permit you to withdraw funds in an amount equal to the Entry. You shall have no right to cancel or amend any Entry after our receipt of such Entry. We shall have no liability to you for rejection of an Entry and shall not be liable to pay interest to you even if the amount of your Payment Order is fully covered by a withdrawable credit balance in your account or we have otherwise received full payment from you.

**Cancellation or Amendment by Customer**

Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must comply with the Security Procedures provided in this Agreement. If such a request is received by Bank before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), Bank will use reasonable efforts to cancel

or amend the Entry as requested, but Bank shall have no liability if the cancellation or amendment is not affected. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

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

Customer agrees to settle for all credit Entries issued by Customer, User(s), or credit Entries otherwise made effective against Customer. Customer shall make settlement at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine, and the amount of each On-Us Entry, as that term is defined in this Agreement, at such time on the effective date of such credit Entry as Bank, in its discretion, may determine. Customer shall settle with the Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by Bank. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("Authorized Account(s)"), as settlement for credit Entries issued by Customer or returned or dishonored debit Entries. If Bank requires pre-funding, Customer shall maintain sufficient collected funds in the Authorized Account(s) to settle for the credit Entries at the time the credit Entries are issued by Customer. In the event the Authorized Account or any other Customer bank account does not have collected funds sufficient on the settlement date to cover the total amount of all Entries to be paid on such settlement date, Bank may take any of the following actions: (a) refuse to process all Entries, in which event Bank shall return the data relating to such credit Entries to Customer, whereupon Bank shall have no liability to Customer or to any third party as a result thereof; (b) process that portion of the credit Entries as Customer has sufficient available funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Customer, whereupon Bank shall have no liability to Customer or any third party as a result thereof; or (c) in the event Bank elects to process credit Entries initiated by Customer and Customer has not maintained sufficient available funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Customer shall be immediately due and payable by Customer to Bank without any further demand from Bank. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

**Pre-Funding Acknowledgement**

Prefunding is the requirement to pay in advance or immediately for all transactions processed by Bank regardless of the payment due or value date. The prefunding option authorizes Southern First to debit a pre-determined dollar amount prior to your ACH transmission file processing.

Southern First Bank reserves the right to require Customer to pre-fund an account maintained at Southern First Bank prior to the Settlement Date of the ACH file. Southern First shall determine whether pre-funding is required based on criteria established from time to time by Southern First. Southern First will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 8:00 a.m. local time two (2) banking days before each settlement date; and (b) prior to initiating any Entries for which pre-funding is required.

Your control account or funding account, to be debited for disbursing these payments must be a Southern First Bank Business checking account.

When you send us a transaction file, we immediately verify the availability of funds in your Southern First Bank account, and if funds are available, you authorize us to immediately debit your account regardless of the payment date or value date of your payments.

Funds must be in the account or the file will not be released. A systematic hold will be released on the transaction settlement date. Future dated files will require for funds to be in the account prior to the settlement date. In cases like this, you will need to ensure sufficient funds are in your account to cover these transactions.

Upon receipt of your file, we will verify availability of funds in your account. Available funds must be in your account before you send or release your file to Bank or your ACH transactions will not be processed. Remember, holds on deposited checks may limit funds availability; please plan accordingly or transfer funds via wire transfer.

If you use ACH pre-funding, at the time we receive an Entry from you, in order to ensure that there are sufficient available, collectible funds in your Authorized Account linked to the ACH services to fully cover or pay the Entry when we transmit it to the ACH Operator or otherwise process the Entry, we will place an administrative hold or freeze on funds in the account that would otherwise be available. The administrative hold or freeze will be on funds in such accounts that are not then subject to another administrative hold or freeze, and that are otherwise available. The funds that will be subjected to the administrative hold or freeze will be in an amount sufficient to cover or pay the Entry, which will occur through our automatic debit of your account linked to the ACH Services—for an Entry transmitted by us at such time on the date of transmittal as we may determine, and for an On-Us Entry at such time on the Effective Date of such Entry as we may determine. Because of the administrative hold or freeze, we will place on your account linked to the ACH services and our automatic debit of your account to cover or pay such Entry, you must have a balance of available, collectible funds in your account linked to the ACH services sufficient to cover or pay such Entry. If you do not, we may, at our sole discretion, take any series of actions we deem necessary or appropriate, including any of the following: process the Entry as if you were not using ACH pre-funding in which event you will pay to us the amount of the Entry transmitted by us; continue to try to process the Entry; suspend the Entry; or reject the Entry. For each day during which we attempt to process the Entry and we are unable to do so because there are not sufficient funds available or during which the Entry is suspended because of the insufficient funds, we may charge you a daily NSF fee at our then current commercial NSF rate, as set forth in our Fee Schedule. We may debit the accounts linked to your ACH services to recover the NSF fee we charge you and if there are insufficient funds in the account, we may recover the fees from any other accounts that you maintain with the Bank. In addition, we may recover the NSF fees in accordance with the dispute resolution provisions of this Agreement. Before we reject an Entry for insufficient, collectible funds, we will use commercially reasonable efforts to give you at least one notice that we are unable to process the Entry because of insufficient funds in your accounts linked to the ACH Services.

Funds will be held or debited from your deposit account on the same day the file is received at the Bank (at least two (2) Business Days prior to the settlement date) instead of being debited on the settlement date.

It is your responsibility to fund such accounts with sufficient available, collectible funds in accordance with this Section in order to avoid a rejection of an Entry by us. Our right to charge the NSF fee is not conditioned upon us providing notice to you that we are unable to process an Entry because of insufficient available, collectible funds.

**On-Us Entries**

Except with respect to rejected Entries, or in the case of an On-Us Entry, Bank shall credit the Receiver's account in the amount of such Entry on the effective entry date contained in such Entry, provided the requirements set forth above are met. If any of those requirements are not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following the effective entry date.

**Transactions resulting in Overdraft**

We have no obligation to process an electronic Entry that results in an overdraft. If we elect to process any electronic Entry for which we have not received final settlement, the amount of the Entry, at our option, will become immediately due and payable by you to us, and we will have the right to: charge the amount of the payment to your designated account, as well as any other account you maintain with us, even if an overdraft is created; and/or claim a refund from you;
Per the terms of your Southern First Terms and Conditions Agreement and Disclosure, which includes common features for access, a non-sufficient funds charge or overdraft fees and interest penalty to your designated account from the date the payment is due until paid; if an overdraft is created, you agree to pay the overdraft amount and interest on such amount at such rate as we may elect to charge, not to exceed the maximum legally permissible amount, all reasonable attorney's fees and all costs and expenses incurred by us to collect the overdraft, interest and fees;

You authorize us to debit any account you maintain with us, our affiliates or subsidiaries, and to offset any amount you owe us in order to obtain payment of your obligation under this Agreement; and as security for the performance of your obligations hereunder, you grant to us a continuing security interest in your deposit accounts with us which now or at any time hereafter exist, and in any and all collateral and/or personal guaranty in which you have previously granted us a security interest and any and all collateral and/or personal guaranty in which you hereafter grant us a security interest.

We shall report all Entries transmitted by us and posted to your account or which are otherwise subject to this Agreement on your periodic account statements. You shall notify us promptly of any discrepancy between the account records. If you fail to notify us of any such discrepancy within fourteen (14) days of receipt of the account statement, we shall not be liable for any other losses from your failure to give such notice, including loss of interest and you shall be precluded from asserting such discrepancy against us.

For credit Entries submitted by you to your intended receiver, credit given by the Receiver's financial institution is provisional until the Receiver's bank has received final settlement through a Federal Reserve Bank or otherwise. If the Receiver's bank does not receive such settlement for the Entry, the Receiver's bank is entitled to a refund from the Receiver in the amount of the credit to the receiver's account and you will not be considered to have paid the amount of the credit Entry to its Receiver.

If any Entry describes the receiver of such Entry inconsistently, whether by name or account number, payment may be made by us on the basis of the account number supplied by you even if it identifies a person differently from the name of the receiver and your obligation to pay the amount of the Entry will not be waived under such circumstances.

You shall retain adequate records and data to permit the retransmitting of Entries until five (5) Business Days after midnight of the settlement of any Entry and you will provide such data to us upon our request.

If you choose to originate pre-notification Entries to the RDFI in order to verify the accuracy of routing and account numbers, you agree not to initiate live dollar Entries until at least three (3) Business Days following the settlement date of the pre-notification Entry. You must provide the pre-notification Entries format in compliance with the ACH Rules. In the event that you or we receive notice that there are any problems associated with the RDFI processing a requested pre-notification, (i) you will not initiate any Entry with respect to such pre-notification; (ii) if the notice is received by you, you will notify us immediately; and (iii) if the notice is received by us, we will notify you.

**Security Procedures for ACH**

Customer and the Bank shall comply with the Security Procedure requirements described in this Agreement and the Appendix with respect to Entries transmitted by Customer to the Bank. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the

transmission or content of an Entry. No Security Procedures for the detection of any such error have been agreed upon between the Bank and Customer.

***You agree that the ACH Security Procedures are commercially reasonable. You agree that more restrictive Security Procedures could be offered, but in light of the burden of additional Security Procedures, you have carefully considered the Security Procedures and in light of the risks that you assume under this Agreement, they are reasonable procedures to protect against unauthorized access to the Services.*** The Bank and the Customer will follow the Security Procedures to detect unauthorized Entries prior to execution of such Entries by Bank. Access to the Service that allows for the input of Entries may be controlled through the use of Customer IDs, user Ids, passwords and other security devices. If such a Security Procedure is so assigned or otherwise offered, Customer shall use or cause such security device to be used when submitting any and all Entries to Bank. If such a security device is so assigned or offered and an Entry uses the identifying number, code or other security device, Bank may rely solely on the security device as conclusive identification of the sender. Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this Service. Customer shall not disclose any information regarding the Security Procedures that an unauthorized user would find helpful to obtain access to this Service. If an Entry received by Bank purports to have been transmitted or authorized by Customer and Bank has acted in compliance with the Security Procedures with respect to such Entry, such Entry shall be deemed effective as Customer's Entry, and Customer shall be obligated to pay to Bank the amount of such Entry. You acknowledge that we reserve the right to change our Security Procedures from time to time.
Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures described in this Agreement or in the Appendix. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify the Bank immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

Without limiting the foregoing, Customer will maintain strict security over information relating to the Services and the Entries and will closely monitor personnel who have access to such information.

**Compliance with Security Procedures**

If an Entry (or request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay the Bank the amount of such Entry even though the Entry (or request) was not authorized by Customer, provided the Bank accepted the Entry in good faith and acted in compliance with the Security Procedures referred to in this Agreement or in the Appendix with respect to such Entry.

If an Entry (or request for cancellation or amendment of an Entry) received by the Bank was transmitted or authorized by Customer, Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedure referred to in Schedule A and Schedule D with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedures.

**Bank Contact for Security Procedures**

Until Customer is notified otherwise by the Bank, the Bank's ACH Contact for purposes of the Security Procedures is Deposit Operations, toll free 877-679-9646.

**Compliance with ACH Rules and Other Legal Requirements**

You acknowledge that you are aware of the ACH Rules as they refer to payments you initiate, and that you are in compliance with and will adhere to the applicable requirements contained in the ACH Rules (as in effect and amended from time to time) when using ACH Services. You also agree to comply with procedures we may establish from time to time, including any limitations that may be imposed on the amount or type of Entries that may be initiated. Customer acknowledges it has a copy or has access to a copy of the ACH Rules. The ACH Rules may also be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the ACH Rules in existence at the date of this Agreement, and any amendments to these ACH Rules made from time to time.
You acknowledge that you 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 OFAC. It shall be your responsibility to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC, or from the OFAC's home page site at www.ustreas.gov/ofac. You agree that the performance of any action by the Bank to debit or credit an account or transfer funds otherwise required by the ACH Rules is excused to the extent that the action is inconsistent with United States law, including our obligations under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). You warrant and covenant that all actions by you contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and Payment Orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC").

**Entry Authorization and Warranty**

You represent and warrant to us that each electronic debit Entry you initiate is for a sum due and owing you directly for goods and services or as an authorized agent of a merchant to whom sums are owed for goods and services. You must obtain a receiver's written authorization in accordance with the ACH Rules and United States laws, both as to the amount and the date of billing, before you initiate an electronic credit and/or debit Entry with respect to the receiver and retain the original or a copy of the authorization as prescribed by the ACH Rules. The authorization must be in a form acceptable to us, must be readily identifiable as either an ACH credit or an ACH debit authorization, and must clearly and conspicuously state the terms of the authorization in order that the consumer or customer understands the authorization to which he or she is agreeing. Bank reserves the right to request any/all ACH Authorization copy from the client for any given Customer entry generated. Only written authorizations are permitted.

All debits to consumer accounts must be authorized by the consumer in writing and must be signed or similarly authenticated using a digital signature or other code. The authorization given by the consumer must be given to the entity identified as the Originator in the Entry. The Bank processes only PPD, CCD, CTX, or TAX.

You represent and warrant to us that you have received an authorization from the Receiver authorizing you to make prearranged debits from the Receiver's bank account, and evidence of that authorization has been given to the receiver along with information regarding the manner in which the authorization can be revoked. Upon request, you must present a copy of the customer's authorization to us within five (5) Business Days of such request. You must retain the signed or authenticated authorization for a period of two (2) calendar years following the termination or revocation of the authorization. You will initiate no Entry after the termination or revocation of a consumer's authorization.

You represent and warrant to us that you are solely responsible for compliance with, and agree that you are complying with, the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to the Electronic Funds Transfer Act of 1978 and Federal Reserve Regulation E, in particular

Sections 205.10(b) and (c), and the rules and regulations of the Federal Trade Commission, all as currently in effect and as amended.

You represent and warrant to us that, at the time an electronic Entry is processed by us and any receiving banks, the authorization has not been terminated with respect to such electronic Entry. Should you initiate certain debit/credit payment types you understand that we will implement procedures to obtain a copy of your annual audit or proof that you have conducted the annual audit as required by the ACH Rules. You agree to comply with procedures we establish from time to time, including any limitations that may be imposed on the amount or type of Entries that may be initiated.

The representations and warranties set forth above in this Section shall remain in effect and accurate for the entire term of this Agreement.

**Correcting Errors and Returned Entries**

You are responsible for the accuracy of the data you submit to initiate Entries through the ACH Services payment system and you must notify us and submit to us corrected data as soon as possible after you discover an error. If the original data has already been processed and released, you acknowledge and agree that we cannot make or process such corrections.

A receiving bank is required to notify us if the receiving bank detects an error in Entries received by it. We will notify you of Correction Entries (COR), which are commonly referred to as Notification of Change (NOC) Entries, received no later than two (2) Business Days after the settlement date of the NOC. You agree to make the changes submitted within six (6) Business Days of the receipt of the NOC information or before the next “live” Entry, whichever is later. If the NOC is incorrect, you will generate a Refused NOC and deliver it to us within fifteen (15) calendar days. The timing set forth in this Agreement may be amended if changes are made to the ACH Rules.

Upon receipt by us of any Entry returned from the ACH operator or the receiving bank, we shall attempt to notify you within one (1) Business Day of the receipt of such returned Entry. We shall have no obligation to attempt to re-submit such Entry unless we have not complied with the provisions of this Agreement. You authorize us to charge back returns to your designated account the amount of any return Entry as soon as information is made available to us. You will promptly provide immediately available funds to indemnify us if any debit Entry is returned after we have permitted you to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by us.

**Reversal of Entries**

Upon proper and timely request by the Customer, Bank will use reasonable efforts to effect a reversal of an Entry or file. To be "proper and timely," the request must (i) be made within five (5) Business Days of the effective entry date for the Entry or file to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) be accompanied by a reversal/cancellation request form and comply with all of the ACH Rules. In addition, if the Customer requests reversal of a debit Entry or debit file, it shall concurrently deposit into the Customer account an amount equal to that Entry or file. Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.
Under no circumstances shall Bank be liable for interest or related losses if the requested reversal of an Entry is not affected. Customer shall reimburse Bank for any expenses, losses, or damages it incurs in effecting or attempting to effect Customer’s request for reversal of an Entry.

**Reserves**

From time to time, we may evaluate your transaction activity for the purpose of establishing averages for transaction frequency, amount, returns, and adjustments. These evaluations will occur periodically and at our discretion. In connection with these evaluations, we reserve the right to require you to establish reserves with us calculated by us to cover your obligations to us arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by our periodic evaluations. The amount of reserves required by us, if any, will be communicated directly to you from time to time. You agree to establish reserves as required by us within two (2) Business Days after receipt of a communication from us setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. We may suspend ACH processing activity for you if you fail to establish the required amount of reserves within the time period specified by us in our communication to you.

**Third-Party Service Providers**

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

**Prohibited Transactions**

Customer agrees not to use or attempt to use the ACH Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement. ***Note: Bank <u>does not</u> permit International ACH Transactions ("IAT" transactions). If Customer initiates a transaction that should***

***have been classified as an "IAT" transaction under another, permitted SEC transaction code, Customer shall bear ALL RISK and shall fully indemnify Bank for any liability, damages, or losses, including costs and attorneys' fees incurred due to, relating to, or arising from Customer's improper classification of the transaction. (This full indemnification supersedes any language to the contrary in this Agreement).***

**Account Reconciliation**

Customer agrees to notify Bank promptly of any discrepancy between the Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank within sixty (60) calendar days of receipt of a periodic statement containing such information; Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If Customer fails to notify Bank within thirty (30) calendar days of receipt of such periodic statement, Customer shall be precluded from asserting any discrepancy against Bank.

**Provisional Settlement**

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

For Entries received by Bank to be credit to Customer's account(s), Bank shall grant Customer's Account provisional credit, said amounts being credited to the account(s) subject to final payment by the ODFI and Originator. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Reg CC. For the purposes of determining the time for which funds may be held by Bank under Reg CC, the place of deposit shall be Greenville, South Carolina.

**Customer Representations and Warranties; Indemnities**

With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that: (a) each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the effective entry date shown on such Entry; (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein; (c) Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries set forth in the Appendix; (d) Entries are originated in accordance with the formatting and other requirements of the ACH Rules; (e) Customer has performed its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH Services; (f) Customer has performed OFAC screening on all participants to the Entry and confirmed that no Participant is named on any lists maintained by OFAC. If, during an OFAC screening, a "possible match" results, Customer will not process the Entry until confirming that there is no actual match. If the OFAC match is confirmed, Customer shall block the transaction and report the transaction to OFAC if and to the extent required by the rules, regulations and guidelines of OFAC; (g) For incoming ACH transmissions, each debit Entry is for a sum which, on the settlement date with respect to it, will be owing the Customer from the party whose account will be debited, is for a sum specified by such party to be paid to Customer, or is a correction of a previously transmitted erroneous credit entry; (h) Where prenotification is required, Customer has complied with all prenotification requirements of the ACH Rules which includes sending prenotifications six (6) Business Days prior to the first production Entry and acting on any changes or returns resulting from these prenotifications (prenotifications are non-mandatory); and (i) Customer is in possession and will retain the original or copy of

the customer authorization record as required by the ACH Rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank.

Customer shall be bound by and comply with the provision of the ACH Rules (among other provisions of the ACH Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

Customer shall defend, indemnify, and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (a) any breach of any of the agreements, representations, or warranties of the Customer contained in this Agreement; or (b) any act or omission of the Customer or any other person acting on the Customer's behalf.

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

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

**Limitation of Liability**

In the performance of the services required by this ACH Origination Service Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services.

Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Entry received from Customer) or those of any other person, including, without limitation, any federal reserve bank, ACH operator or transmission or communications facility, any receiver or RDFI (including, without limitation, the return of any Entry by such receiver or RDFI), and no such person shall be deemed Bank's agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section.

Without limiting the generality of the foregoing provisions, and in addition to the “*force majeure*” provisions of this Agreement, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank’s having exceeded any limitation upon its intra-day net funds position established pursuant to present or future federal reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the federal reserve or any rule or regulation of any other U.S. Governmental regulatory authority.

Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average federal funds rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the account.

**Inconsistency of Name and Account Number**

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

**Fidelity Bond; Guarantee**

Upon the request of Bank, Customer will obtain and maintain a fidelity bond in the amount of the exposure limit. Alternatively, Bank may require Customer to execute a guarantee.

**Data Retention**

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

**Data Media and Record**

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

**Cooperation in Loss Recovery Efforts**

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

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**CHECK POSITIVE PAY SERVICE**

**Agreement**

The Customer shall electronically transmit to the Bank, by manual entry or by importing into Cash Management, a file (the "Issue File") which accurately identifies the payee name, check number, exact amount, and issue date of the checks issued by the Customer (each such check referred to herein as an "Item") which are to be presented for payment to the Bank. The parties intend that the Issue File transmitted to the Bank constitutes the signature of the Customer for purposes of determining whether a Presented Check is properly payable. "Presented Check" means a check drawn on an account and presented to the Bank for payment. By transmitting the Issue File, the Customer expressly warrants all Presented Checks which

match the information in the Issue File are properly payable. The Customer acknowledges the Bank is not responsible for detecting any Customer error contained in any Check Issue File sent by Customer to the Bank.

Note: Customer shall update the Issue File upon issuance of each Item through Cash Management. If the Bank is unable to process/load the Issue File for any reason, the Customer is notified via the file import status function which the Customer must manually access after file upload. The Customer may modify and re-load the Issue file. It is the Customer's responsibility to confirm, through Cash Management, that an Issue File has been properly uploaded and confirmed.

**Payment of Presented Checks and Reporting of Exception Checks**

Except as provided in this Check Positive Pay Service Agreement, the Bank shall pay a Presented Check without further examination only if it matches the payee name, check number, exact amount, and issue date of an Item included in the Issue File ("Matched Check"). A Presented Check which does not match the payee name, check number, exact amount, or issue date of the Item provided in the Issue File will be identified by the Bank as an "Exception Item" subject to further review.

Prior to Customer presentment, Exception Items will be reviewed by the Bank for evidence of MICR encoding errors or misreads. If the Bank determines there has been a MICR encoding error or misread with a Presented Check, the Bank shall correct the error. Following correction, the Exception Item shall be compared to the Item in the Issue File provided by the Customer to determine the validity of the Item.

Each Presented Check which Bank pays in accordance with this Check Positive Pay Service Agreement will be deemed to be properly payable by Customer and any other signatories on the account regardless of the actual signature on such Presented Check. Each Matched Check or other check Customer authorized Bank to pay will be paid without Bank performing any customary (or any other) check verification procedures, and Bank will have no liability whatsoever for paying the Presented Check if its serial number or amount is altered, if it is counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued.

The Customer will be notified of all Exception Items through Cash Management. Each list of Exception Items will list Presented Checks for which: (a) the payee name of the presented check does not match the payee name on the Issued Check File; (b) the Check number on the MICR encoding of the Presented Check does not match the number on the Issued Check File; (c) the Check number on the Presented Check is a duplicate of a Check number on a previously Presented Check; (d) the dollar amount on the encoding of the Presented Check does not match the dollar amount on the Issued Check File; or (e) the Presented Check was previously paid. The Customer agrees and acknowledges the Bank will not review or attempt to match the payee on the check even if the Customer has provided the Bank with the payee information. The Customer has total responsibility for matching the payee on the check as provided by the Customer in the Issue File. Customer shall review the Exception Items and electronically communicate pay or return requests for all exceptions by 3:00 p.m. E.T. Instructions will be given by Customer through Cash Management.

The Bank's liability to the Customer for any Presented Check erroneously paid by the Bank in breach of this Check Positive Pay Service Agreement (the "Bank's Wrongful Honor") shall be limited to the lesser of the amount of the wrongfully paid Presented Check or the Customer's actual damages resulting from the Bank's payment of the Presented Check. The Bank shall have no liability for any consequential, resulting, or indirect damages resulting from the Bank's Wrongful Honor. The Bank retains the right to assert the defense that the Customer has sustained no actual damages because the Bank's Wrongful Honor discharged for value an indebtedness of the Customer. The Bank also retains the right to assert the Customer's failure to exercise reasonable promptness or ordinary care under the Uniform Commercial Code ("UCC") or as set forth in any other agreement between the Customer and the Bank which governs the accounts. Nothing herein shall constitute a waiver or limitation of the rights of the Bank under the UCC.

The Bank's liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable under UCC Section 4-401; (ii) if there are insufficient funds on deposit in the account, (iii) if the Issue File is not transmitted timely or does not contain information sufficient to determine a match, (iv) if required to do so by the service of legal process on the Bank or the instructions of regulatory or government authorities or courts or otherwise by law, or (v) for any other reason available at law or as provided in the account agreements between Bank and Customer. The Customer agrees the Bank exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Check Positive Pay Service Agreement or the instructions from the Customer contained in an Issue File.
The Bank shall not pay any Presented Check for which the Bank has received from the Customer a "stop payment" order requested consistent with the agreements between the parties governing the accounts.
If a Presented Check is personally presented by an individual over the counter to the Bank during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of the Bank, then, notwithstanding any other provision of this Check Positive Pay Service Agreement, Customer authorizes the Bank to pay the Presented Check, even if the Presented Check is an Exception Item (defined below). Additionally, the Bank shall have no obligation to notify the Customer of any such Presented Check.

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

The Bank's substantial compliance with the terms and conditions applicable to the Services will constitute acting in "good faith" and "exercising ordinary care".

**Customer's Obligations**

The Customer shall update the Issue File at any time a new Item is issued which will be the subject of an Issue File. In no event will the Bank be responsible for the contents of an Issue File if the Customer did not upload the Issue File to the Bank by 5:30 p.m. ET on the Business Day prior to the expected date of presentment of Items shown on the Issue File. If not updated and uploaded by this cut-off time, the Bank will have no liability for its refusal to pay a presented Item.

The Bank will notify the Customer of exception items by listing each Item (the "Exception Items") on Cash Management no later than 7:00 a.m. ET of each Business Day. Upon notification, the Customer shall review the Exception Items and either confirm the validity by submitting a "Pay Request" of the Exception Item (in which case the Bank will pay the Exception Item, provided the Customer responds within the time specified below), or will instruct the Bank to dishonor the Exception Item by submitting a "Return Request". The Customer agrees any User designated by an Administrative User or a Primary Administrator will respond to the Bank concerning each Exception Item via Cash Management, or if the electronic service is unavailable, then response to the Bank shall be by facsimile transmission signed by the User or by email from a valid email address contained within Cash Management, by 3:00 p.m. Eastern Time on the same Bank Business Day the Bank notifies Customer of the Exception Item. *If the Bank does not receive the Customer's response by 3:00 p.m. Eastern Time on the same Bank Business Day that The Bank provides Customer notification of the Exception Item, the Customer authorizes and directs the Bank to dishonor the Exception Item.* The Customer agrees that for each Exception Item which Customer has instructed the Bank to pay, or which the Bank has paid in accordance with this Check Positive Pay Service Agreement, the Bank will add such check to the Issue File as an Item.

Notwithstanding the aforementioned provisions, and except as provided in this Check Positive Pay Service Agreement, the Bank will return (without providing Customer notification prior to such return) each Exception Item which is personally presented by an individual over the counter to the Bank for payment.
The Service and this Check Positive Pay Service Agreement shall not apply to any Presented Check which is personally presented by an individual to The Bank during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of the Bank affecting the Services. Accordingly, this Check Positive Pay Service Agreement shall have no effect with respect to any such transactions on the Bank's or the Customer's respective rights, obligations, duties, or responsibilities under any other agreement between the parties or applicable law or regulation.

**Stop Payment and Return Decisions**

The Service will not be used as a substitute for the Bank's stop payment service. The Customer will follow the Bank's standard stop payment procedures if it desires to return a Matching Check or other check which was validly issued. Nothing in this Check Positive Pay Service Agreement will limit the Customer's right to stop payment on any Matching Check or other check or the Bank's right to return any Matching Check or other check the Customer has authorized the Bank to pay in accordance with this Check Positive Pay Service Agreement if the Bank determines in its sole discretion the check is not properly payable for any reason (without the Bank's agreeing to, or being required to, make such determination in any circumstance) or there are insufficient collected and available funds in the account to pay it.

**Obligation to Review Account Records**

Nothing contained in this Agreement shall discharge Customer’s obligation to timely review and notify Bank of any unauthorized transactions. Customer shall promptly review all account statements when such statements are provided to Customer or otherwise made available. Customer acknowledges that Bank’s liability, if any, for unauthorized transactions shall not be affected by use of this Service.

**Limits on Liability**

Bank is not responsible for detecting any Customer error contained in any Issued Check, Pay Request, Return Request sent by Customer to Bank.
Except as otherwise stated in this Agreement, Bank will be liable to Customer only for damages directly from Bank’s intentional misconduct or gross negligence in the performance of the Positive Pay Services. Bank will not be responsible for any loss, delay, cost, or liability, which arises, directly and indirectly, in whole or in part, from: (i) Customer’s actions or omissions or those of third parties who are not within the Bank’s immediate and reasonable control; (ii) Customer’s negligence of breach of any agreement with Bank; (iii) any ambiguity, inaccuracy, or omission in any information of instructions provided to Bank; (iv) any error, failure, or delay in the transmission of delivery of data, records due to a breakdown in equipment, computer, or communications facility; (v) accidents, strikes, labor disputes, civil unrest, fire, flood, water damages (e.g. form fire suppression systems), or acts of God; (vi) causes beyond Bank’s reasonable control; (vii) Bank’s inability to confirm to Bank’s satisfaction the authority of any person to act on Customer’s behalf; or (viii) Customer’s failure to provide Bank with the complete and correct data in accordance with this Check Positive Pay Service Agreement and Bank’s Positive Pay Service instructions.

Except for losses caused solely by (but not Bank’s third-party processing agent) the gross negligence or willful misconduct, or aggregate liability to Customer for all claims arising under or related to this Agreement or related to the Positive Pay Services, whether for breach, negligence, infringement, in contract, tort, under statute, or otherwise, shall be limited to an amount equal to the total fees paid by Customer for the Positive Pay Service under the prior six (6) month period. Bank will not be responsible under the circumstances for special, indirect, incidental, punitive, exemplary, or consequential damages which Customer incurs because

of Bank's agents' actions or omissions, including without limitation, any loss of use or lost business, revenue, profits, opportunity, or good will, even if the Bank is aware of the possibility for such damage.

Customer agrees to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Positive Pay Service. Customer acknowledges that Customer's fees have been established in contemplation of: (i) these limitations on the Bank's liability; (ii) Customer agrees to review all statements, confirmations, and notifications promptly and notify the Bank immediately of any discrepancies or problems; and (iii) Customer's agreement to assist the Bank in any loss recovery effect.

**DISCLAIMER OF WARRANTY OF LIMITATION OF LIABILITY**

**BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH POSITIVE PAY SERVICE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. BANK DOES NOT AND CANNOT WARRANT THAT THE POSITIVE PAY SERVICES WILL OPERATE WITHOUT ANY ERRORS, OR THAT ALL POSITIVE PAY SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED TO CUSTOMER IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, CUSTOMER AGREES THAT BANK'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY POSITIVE PAY SERVICES PROVIDED UNDER THIS AGREEMENT INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES PROVIDED TO CUSTOMER THROUGH CASH MANAGEMENT. THE PARTIES INTEND THAT AN ISSUED CHECK FILE, WHEN PROVIDED TO BANK, SHALL CONSTITUTE CUSTOMER'S SIGNATURE FOR PURPOSES OF DETERMINING WHETHER A PRESENTED CHECK IS PROPERLY PAYABLE. BY PROVIDING THE ISSUED CHECK FILE TO BANK, CUSTOMER WARRANTS THAT ALL CHECKS THAT MATCH THE INFORMATION IN THE ISSUED FILE ARE PROPERLY PAYABLE.**

**Termination**

Bank may terminate Customer's use of this Positive Pay Service at any time, with or without cause. Bank may terminate or suspend the Positive Pay Service without prior notice to Customer if: (a) Customer breaches any agreement with the Bank (including but without limitation, any agreements relating to Customer's account(s) with Bank) or if Bank discovers any willful misconduct by the Customer; or (b) Bank believes there has been a breach in the security of the Positive Pay Service or authorization completeness, or accuracy of the information sent to Bank. Any termination will not affect obligations arising prior to termination, such as the obligation to indemnify Bank. Notwithstanding any termination, this Agreement shall remain in full force and effect as to all Presented Checks that have been presented to Bank prior to the date of termination. Upon termination, if requested by Customer, Bank will provide Customer (or its representative) with an outstanding check report. All provisions of this Agreement that are intended by their terms to survive termination of the Agreement will survive such termination.

**Customer and Bank Communications**

Customer or Bank, at its discretion, may each submit to the other party a revision to any communication provided for under this Agreement. The revised communication must: (a) be sent in its entirety and not in the form of a partial amendment to the communication originally sent; (b) identify the original communication; and (c) be sent in the format and medium, by the deadline(s) and place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

**Indemnification**

Customer will indemnify, defend, and hold Bank harmless against any and all actions, proceedings, liabilities, losses, investigative costs, costs (including attorneys' fees), and claims, including without limitation, warranty or statutory claims, that result or arising in connection with: (a) Bank's processing of checks in accordance with this Service Agreement or Bank's compliance with Customer's instructions; (b) Customer's actions or omissions, including Customer's negligence, willful misconduct, or breach of any warranty or failure to comply with this Agreement; (c) any misuse of the Positive Pay Services by Customer or Customer's employees or actions; (d) Customer's failure to comply with applicable state and federal laws and regulations; and (e) actions by third parties, such as an introduction of a virus, that delay, alter, or corrupt the transmission of information to Bank.

**Notices**

Customer agrees to notify Bank if Customer discovers: (a) any error or discrepancy between Customer's records and the information Bank provides to Customer about Customer's account(s) or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving Customer's account; (c) a breach in the confidentiality of the password or other Security Procedures used to provide instructions pursuant to this Agreement or in the Appendix; or (iv) other problems related to the Positive Pay Services. **Nothing herein discharges or modifies Customer's obligations under other agreements with the Bank to timely review and report any errors in Customer's account statements.**

Customer agrees that it will receive any notices from Bank relating to the Positive Pay Services electronically through Cash Management. Any such notice transmitted shall be treated as received twenty-four (24) hours after transmitted to Customer through Cash Management.

Unless otherwise agreed, notices required by this Check Positive Pay Service Agreement must be made in accordance with this Agreement and the Other Agreements. The Bank will provide notices to Customer as set forth in this Agreement and the Other Agreements.

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**ACH POSITIVE PAY SERVICE**

**Agreement**

Subject to the terms and conditions of this Service Agreement, Bank shall provide the Service to the Customer, which allows the Customer to authorize or block ACH transfers from the Customer's deposit accounts at the Bank. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a financial institution or between financial institutions according to specified rules and procedures governed by the Federal Reserve Bank and NACHA. "Debit Entry" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s).

Except as provided in this ACH Positive Pay Service Agreement, the Bank shall authorize and process a Debit Entry without further examination only if it is preauthorized by the Customer as provided in the Debit Entry instructions the Customer provides or the Customer defines within Cash Management. A Debit Entry which does not match the preauthorization criteria will be identified by the Bank as an "Exception Item" subject to further review by the Customer.

The Bank will notify the Customer of Exception Items by listing each item on Cash Management no later than 8:00 a.m. ET of each Bank Business Day. Exceptions are determined by comparing ACH files/Entries presented to Bank with authorization instructions which you have provided. Upon notification, the Customer shall review the Exception Items and either confirm the validity of the Exception Item (in which case the Bank will pay the Exception Item, provided the Customer responds within the time specified below), or will instruct the Bank to dishonor the Exception Item. The Customer agrees any User designated by a Primary Administrator

or an Administrative User will respond to the Bank concerning each Exception Item via Cash Management, or if the electronic service is unavailable, then response to the Bank shall be by facsimile transmission signed by the User or by email from a valid email address contained within Cash Management, by 3:00 p.m. Eastern Time on the same Bank Business Day the Bank notifies Customer of the Exception Item. *If the Bank does not receive the Customer's response by 3:00 p.m. Eastern Time on the same Bank Business Day that The Bank provides Customer notification of the Exception Item, the Customer authorizes and directs the Bank to dishonor the Exception Item.*

**ACH Positive Pay Instructions**

The Customer may provide ACH Positive Pay instructions ("Operating Instructions") to the Bank for input or the Customer may input Operating Instructions within Cash Management. Every ACH transaction presented for payment is scrutinized against the account's Operating Instructions to determine whether a transaction warrants further review. The Bank shall process Operating Instructions received from the Customer in accordance with the procedures and requirements set forth herein. The Bank shall be allowed five (5) Business Days in which to input the Operating Instructions following their receipt from the Customer. If the Customer inputs the Operating Instructions within Cash Management, the instructions will be valid the next Bank Business Day. If the Bank inputs the instructions, it shall notify the Customer when Operating Instructions are established and will begin processing.

*ACH Positive Pay Conditions*

The default Operating Instructions is that all ACH Debits will be marked as an exception on the Customer's account(s) and Customer will be required to review each of these ACH Debits and authorize the payment. You may set conditions which may include any one or more of the following actions:

A. Customer may allow some or all Debit Entries to its account(s) (i) a specified amount, (ii) from specified Originators, (iii) Customer ID, and/or (iv) specified SEC Codes. If this condition is met, the ACH Debit will process without the ACH Debit being flagged on the exception report.

Customer acknowledges that Bank may return any file/entry for any reason permitted under the ACH Rules; and pay any entry, reversal which Bank is required to accept under the ACH Rules or applicable law.

**Limitation of Liability and Indemnification**

*Dispute over Return of ACH Debit Entry.*

The Customer acknowledges that the return of a Debit Entry may be subject to dispute on the part of the sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the ACH Rules. The Customer (i) agrees to indemnify and hold the Bank harmless from any losses or liabilities (including damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses the Bank may suffer or incur as a result of or arising from its payment of an ACH debit transaction or other ACH debit transaction at the Customer's instruction or from its rejection and return of an Exception Item), and (ii) releases and forever discharges the Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which the Customer has, or ever can, may or shall have or claim to have against the Bank regarding or relating to the return or payment of any check pursuant to provisions of this Agreement.

*Identification of ACH Transactions to Block.*

The Customer and the Bank acknowledge that ACH transactions are originated according to certain processing ACH Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of the Bank's ability to monitor for transactions which the Customer desires to block. The Bank shall act in good faith to process the Customer's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Customer in Operating Instructions or input incorrectly by the Customer, the Bank shall be held harmless for posting an ACH transaction to Customer's account and any dispute related to such a transaction shall be between the Customer and the Originator of the transaction.

*Properly Payable Debit*

Any ACH Debit Entry that is paid in accordance with the Service shall be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying ACH Debit Entry in accordance with the Service.

*Obligation to Review Account Records*

Nothing contained in this section of the Agreement shall discharge Customer's obligation to timely review and notify Bank of any unauthorized transactions. Customer shall promptly review all account statements when such statements are provided to Customer or otherwise made available. Customer acknowledges that Bank's liability, if any, for unauthorized transactions shall not be affected by use of this Service.

*Termination of ACH Positive Pay*

If the ACH Positive Pay Service or this Agreement are terminated for any reason, Bank will no longer be obligated to monitor files or Entries against the Operating Instructions and Bank will receive and accept or return files/Entries to Customer's account in accordance with Bank's normal procedures. Customer still has the right to return Entries in accordance with the ACH Rules.

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**COMMERCIAL CAPTURE—REMOTE DEPOSIT SERVICE**

**Agreement**

Subject to the terms, provisions, and conditions of this Agreement, Bank shall provide the Remote Deposit Service to Customer, which allows Customer to make deposits to Customer's deposit accounts listed in the Appendix attached hereto and made a part hereof from Customer's location by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor ("Processor"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the RDC Procedures (as herein defined), must read and capture the MICR line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and other required information (each such file a "File" and, if more than one, "Files") to Bank or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Bank will provisionally credit the account or accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the next business day following receipt of the File(s) and enter the Images into the collection process, in

accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the account(s) into which the deposit is to be made (the "Deposit Agreement") and this Agreement.

**Checks Deposited and Security Interest**

Customer hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the Image that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

Customer further agrees that it will not remotely deposit any check or other item that:

A. Are payable to any person or entity other than Customer,
B. Are drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate,
C. Are prohibited by Bank's then current procedures pertaining to the Remote Deposit Service (the "RDC Procedures") or are in violation of any law, rule or regulation,
D. Illegible or otherwise do not meet the image quality requirements set forth below,
E. Check Images with unreadable MICR information,
F. Checks issued by the United States Treasury (e.g., tax refund checks) or issued by the federal or state government (e.g., benefit checks),
G. U.S. Postal Money Orders,
H. U.S. Savings Bonds,
I. Traveler’s Cheques,
J. money orders,
K. convenience checks or checks drawn on a line of credit, Images that contain an alteration to any of the fields on the front of the check or item, or which Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn,
L. have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent,
M. Are drawn on financial institutions that are located outside of the United States or territories of the United States,
N. is a remotely created check,
O. is not payable in U.S. Dollars,
P. which are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof, or
Q. Are "third-party" Checks or otherwise third-party endorsed.

Customer grants Bank a security interest in all accounts or other deposits (whether general or special) of Customer's at the Bank, and in all funds in such accounts or other deposits, to secure Customer's obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

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

*Scanning of Checks and Transmission of Files*

Customer shall properly install and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of the Remote Deposit Service. The Bank may restrict or limit the types or brand of scanners that may be used by Customer.

Customer shall:

A. Endorse each Check to be deposited in accordance with the RDC Procedures and in substantially the form of "For Deposit Only at Southern First Bank, Account Number [NUMBER]",
B. scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check
C. transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and other information to Bank or its Processor in accordance with the RDC Procedures, a copy of which RDC Procedures have either heretofore been, or are herewith, provided to Customer by Bank, and Customer acknowledges receipt thereof. Bank reserves the right to amend the RDC Procedures, with or without prior notice to Customer.

Customer agrees to, at all times,

A. comply with the RDC Procedures,
B. safeguard the confidentiality and security of the RDC Procedures, Security Procedures and all other proprietary property or information Bank provides to Customer in connection with the Remote Deposit Service
C. notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached.

Customer acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the RDC Procedures. Customer may send multiple Files to Bank or Processor throughout the day.

The total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified in the Appendix (the "Deposit Limit"). No single Check shall exceed the dollar amount specified in the Appendix and the total number of checks deposited each day shall not exceed the limit specified in the Appendix. If the deposit or any check exceeds the limits specified in the Appendix, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the Deposit Limit.

To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified below (the "RDC Cut-Off Time"). A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the RDC Cut-Off Time, the entire File must be received by Bank prior to the RDC Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative.

All deposits will not receive immediate credit and must be submitted to Southern First Bank by the cut off times noted below to allow processing on the effective entry date:

RDC deposit batch transmission must occur: 8:00 A.M. (EST) to 6:00 P.M. (EST)

Batch transmission shall be confirmed: by an Approved Batch Status Report.

Approved batch status report must show batch transmission occurred: before 6:00 P.M. (EST)
Our banking days include all days except Saturdays and Sundays and the standard holidays that are observed by Federal Reserve Bank. A list of all the standard holidays and the dates they are observed by the Federal Reserve Bank can be located at www.frbservices.org.

A File which is not balanced in accordance with the RDC Procedures or which is received after the RDC Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit, and the RDC Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit, and the RDC Cut-Off Time.

**Hardware and Software**

You understand that you must, and hereby agree to, at your sole cost and expense, use computer and mobile phone hardware and software that meets all technical requirements for proper delivery of the Remote Deposit Service and that fulfills your obligation to obtain and maintain secure access to the internet. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service, mobile telephone service, or internet service charges. You are solely responsible for the repayment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit Service. Customer understands and agrees that it is solely responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with the Remote Deposit Service and the cost thereof, and you hereby agree that it will perform or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements, and such performance shall be rendered by properly trained personnel, whether they are your employees or third-party employees. Bank is not responsible for, and you hereby release Bank from any and all claims or damages from, or related to, any computer virus or related problems that may be associated with using electronic mail or the internet. Bank hereby advises you and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect or remove computer viruses. In connection with your use of the Remote Deposit Service, you shall only use the hardware described on the approved hardware list provided by us from time to time and made a part hereof.

All right, title, and interest in and to: (a) any and all computer programs, including, but not limited to, the object and source codes thereof, and any and all updates, upgrades, fixes, and enhancements thereto and any and all documentation, user guides, and instructions pertaining thereto (everything in this clause, collectively, “RDC Software”); (b) the Remote Deposit Security Procedure Brochure; (c) Any and all user guides, instructions, and other documentation provided to, or used by, you in connection with the Remote Deposit Service; (everything in these sections, together with the Remote Deposit Security Procedure Brochure, the “RDC Documentation”) shall be, and remain the property of Bank or any third-party RDC Software provider, as applicable.

Unless otherwise expressly authorized, you may not: (i) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile, or create derivative works of the RDC Software in any form; or (ii) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the RDC Documentation.

You shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank), and any other equipment or items necessary to receive the Remote Deposit Service. Bank shall not be liable to you, in any manner whatsoever, for any type of errors, losses, damages, or other claims related to your failure to do so.

**Security Procedures**

Bank will provide Customer with an Office Name, User ID, Password and other procedures to access the Remote Deposit Service.

The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Remote Deposit Services and any and all losses and damages arising from any unauthorized access to the Scanner and the Remote Deposit Services including unauthorized electronic or internet access to the programs.

The Customer shall establish physical security and other Security Procedures necessary to ensure the confidentiality of access features as to the Remote Deposit Services.

Customer agrees that technical and operational training of its employees with respect to the Remote Deposit Services and equipment is critical to the effectiveness of the system and agrees to provide adequate training for primary and backup employees. The Customer shall be responsible for training any employees regarding the use of the Remote Deposit Services and shall be responsible for instructing employees on the Security Procedures contained in the Appendix.

The Bank may, at its sole discretion, conduct an on-site inspection or request information from the Customer, at any time and from time to time, of the Customer's place of business to ensure compliance with the provisions of this Agreement.

The Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures.

The Customer shall be solely responsible for designating its authorized representatives (the "Account Supervisor" or "Supervisor") and disclosing the identity of said Supervisor, and all changes thereof, initialize in writing to the Bank, provided, however the Bank shall not be responsible for verifying the authenticity of any person claiming to be a Supervisor of the Customer or the authenticity of any instruction, direction, or information provided to any said person. Customer and Bank agree that Customer may change the identity of the designated Account Supervisor by completing an updated Appendix. Any instructions, directions, or other information provided by the Customer or any representative of the Customer, under the Service shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction, or information.

The Bank will provide the Customer with a username ("Supervisor Level Name") and password ("Supervisor Level Password") for its designated Supervisor.

Customer is responsible for actions of its Supervisor, the authority the Supervisor gives others to act on its behalf, and the actions of the persons designated by the Supervisor to use the Bank service.

Customer agrees:

A. To take reasonable steps to safeguard the confidentiality of all passwords;
B. To limit access to its passwords to persons who have a need to know such information;
C. To closely and regularly monitor the activities of employees who access the Service;
D. To prohibit its employees and agents from initiating entries without proper supervision and adequate controls;

E. That Bank can establish new users at the request of Customer;
F. Only Bank may add deposit accounts. Customer should contact Bank if it desires to change, delete, or add accounts to the Service.

Bank recommends that different individuals handle the creation of deposit Image batches, and the approval of the Image batch for release to Bank.

Customer understands that the use of passwords and the Bank service instructions are confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use is on account of Customer's negligence or are deliberate acts.
Customer understands and agrees that the security and authentication procedures in this Agreement are commercially reasonable and that upon receipt of instructions following the authentication measures, the Bank will treat those instructions as Customers, regardless of whether the instructions were authorized or not. Bank shall not be liable for any losses when Bank has used the authentication procedures and Bank has acted in good faith on the instructions so received.

The Bank may require Customer to change its passwords at any time. The Bank may deny access to the Remote Deposit Service without prior notice if it is unable to confirm (to its satisfaction in its sole discretion) any person's authority to access the Remote Deposit Service or if the Bank believes such action is necessary for security reasons.

Bank may suspend immediately the Services or the processing of any check or corresponding or electronic item if Bank has reason to believe that there has been a breach in the security of the Remote Deposit Services or fraud involving the account or such check.

**Maintenance and Destruction of Original Check**

Customer shall securely store all original Checks for a period of not less than ninety-one (91) days after Customer has received notice from Bank that the File containing the images of such Checks has been accepted (such period the "Retention Period"). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time, and (d) such Checks will not be deposited or negotiated in any form.

Customer shall, along with the original Checks, maintain a copy of the transaction receipt generated by the Remote Deposit Services.

Customer shall implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Customer.

Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Such destruction must meet minimum standards for the destruction of confidential personal information in compliance with applicable laws and regulations.

Such destruction must render the Checks unreadable, unusable, and unrecoverable (cross-cut shredding or incineration). Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. If Customer uses a third-party shredding service, any storage bins shall employ a metal lock that prevents access to the contents except when in the control of the third-party shredding service.

Customer will promptly (but in all events within five (5) Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

For additional requirements relative to your state, please see the Appendix. These requirements in the Appendix are **IN ADDITION** to the requirements of this Section. In case of conflict, the stricter destruction requirement will control.

**Stamping of Original Check**

Customer shall stamp the original Check as "Electronically Deposited at Southern First Bank," (or another method to indicate that it has been submitted via the Remote Deposit Service to Bank) before or during the process of scanning the Check in accordance with this Agreement.

**Image and MICR Quality**

Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer.

Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

A. the amount of the Check;
B. the payee of the Check;
C. the signature of the drawer of the Check;
D. the date of the Check;
E. the Check number;
F. the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
G. all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

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

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

A. the American Bankers Association routing transit number ("RTN");
B. the number of the account on which the Check is drawn;
C. when encoded, the amount of the Check; and
D. when encoded, the serial number and the process control field of the Check.

**Receipt of File**

Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party.

Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Customer.

Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection.

Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the RDC Procedures. If Bank determines that Customer has not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "Corrected File").

As a form of correction, Bank may credit Customer's account for the full amount of the deposit and make any necessary adjustments to the account to correct the error.

Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance herewith and with the RDC Procedures, the File is balanced and the Images meet the requirements of this Agreement, then Bank shall accept the File (an "Accepted File") for deposit to Customer's account.

Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer's account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties, and any other loss sustained by, or claim made against, Bank.

**Provisional Credit and Availability of Funds**

Upon acceptance of the File, Bank shall grant Customer's account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Customer's account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Reg CC. For the purposes of determining the time for which funds may be held by Bank under Reg CC, the place of deposit shall be 6 Verdae Boulevard, Greenville, South Carolina.

*Laws, Rules and Regulations*

Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars, and pronouncements affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization ("ECCHO"), and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound.

The rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "RDC Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the RDC Rules, the RDC Rules will control.

It shall be the responsibility of the Customer to ensure that the Check complies with U.S. law. This includes but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the

responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from OFAC Compliance Hotline at 800-540-OFAC.)

**Collection of Checks**

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

**Contingency Plan**

You agree that, in the event you are unable to capture, balance, process, produce, or transmit a File to Bank, or otherwise comply with the terms hereof or the Security Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions, or other failures, you will transport the originals of all Checks to the closest office of Bank and deposit the original Checks with Bank until such time that the outage, interruption, or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as a result of the inability of you to use the Remote Deposit Service. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Other Agreements and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent possible, the warranties in the next section of this Agreement shall apply to the deposit of the original Check.

**Warranties**

Customer represents, warrants, and covenants the following to Bank in addition to those warranties that Customer provides under Applicable Law:

A. *Checks Deposited*. Customer shall only deposit Checks that are authorized by this Agreement, the RDC Procedures, and the Deposit Agreement;

B. *Image Quality*. Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

C. Accuracy of Information. All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;

D. *Business Purpose Only*. Customer is not a consumer, and the Remote Deposit Service shall be used for business purposes only;

E. *No Duplicates*. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee, or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication of the Item(s);

F. *No Loss*. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee, or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

G. *Information*. All information provided by Customer to Bank is true, complete, and accurate and properly reflects the business, financial condition, and principal partners, owners, or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products, or methods of selling other than those disclosed by Customer to Bank;

H. *Authority and Legality*. (i) Customer is authorized to enter into, and perform its obligations under, this Agreement; (ii) the person signing this Agreement on behalf of Customer is duly authorized to execute this Agreement; (iii) this Agreement is valid and enforceable against Customer in accordance with its terms; and (iv) the entry into, and performance of, this Agreement by Customer will not violate any law, or conflict with any other agreement, to which Customer is subject;

I. *No Litigation*. There is no action, suit, or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations;

J. *Transactions.* All Checks and business transactions of Customer are, and will be, bona fide. All signatures on Checks are authentic and authorized;

K. *Rule Compliance*. Customer conducts its business and submits Checks and Files in compliance with this Agreement, the Remote Deposit Security Procedures Brochure, applicable laws, and the RDC Rules;

L. *Computer Virus.* No Files or Checks contain any computer viruses or other harmful, intrusive, or invasive codes;

M. *Check Limits*. No Files or Checks exceed the limitations set forth in the Appendix for (i) single check dollar limit; (ii) daily deposit dollar limit; or (iii) daily number of items limit.

**Returned Checks**

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

Customer may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Customer to Bank (the "Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of this Agreement. Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to your account to which the Checks were deposited. In the event that Customer has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check in excess of the limit established or permitted for the number of times that a Check entry may be re-presented by the RDC Rules. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank. Customer

hereby agrees to pay Bank the fees for processing returned Checks and Special Instructions contained in Bank's then current Fee Schedule for such services.

**Confirmation; Account Reconciliation**

Bank will provide notice of receipt of deposit to you on your account statements. You are responsible for detecting and reporting to Bank any discrepancy between your records and the records Bank provides to you. If you do not detect and notify Bank of such a discrepancy within thirty (30) days of your receipt of any terminal printout, mailed report, or periodic statement (each, a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against Bank.

**Bank's Duties and Responsibilities**

Bank's duties and responsibilities are limited to those described in this Agreement and any other agreements governing the accounts. Bank will use commercially reasonable care in performing its responsibilities under this Agreement.
Customer agrees to monitor its account balances and charges, to promptly notify Bank if any Report conflicts with Customer's records, and to refrain from acting on information it has reason to believe is erroneous. In all instances, the Bank's and, if the services of a third-party provider are utilized in the provision of the Remote Deposit Service, such third party's sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities, or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and the Bank or the Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

**Remote Deposit Service from Others**

You may be using special equipment, services, or software provided by a third party to assist in processing Checks and Files hereunder. You (a) agree that any third party is acting as your agent in the delivery of Checks and Files to Bank, and (b) agree to assume full responsibility and liability for any failure of that third party to comply with the RDC Rules or this Agreement. Bank will not be liable for any losses or additional costs incurred by you as a result of any error by a third party or a malfunction of equipment provided by a third party. You shall provide at least ten (10) days advance written notice to Bank in the event it uses any such third party. You are solely responsible for maintaining compliance with the requirements of any third party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a third party until that point in time when Bank accepts and approves a Check or File from such third party for processing.

**Confidential Information and Proprietary Right in Data**

All information of a business nature relating to the assets, liabilities, or other business affairs disclosed to Bank by your customers in connection with this Agreement is confidential. Except as allowed by applicable law, Bank shall not disclose or permit access to any such information by any person, firm, or corporation. Bank shall cause its officers, employees and agents to take such action as shall be reasonably necessary to

preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of Bank's obligations under this Agreement or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential, and to use only in connection with the Remote Deposit Service, all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Remote Deposit Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques, or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit or otherwise. The Bank's and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Remote Deposit Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency, and you agree to the release by Bank of your reports, information, assurances, and other data and information as may be required under applicable laws and regulations. You agree that any specifications or programs developed by Bank in connection with this Agreement, or supplied or made available to you by Bank, are the exclusive property of Bank, its agents, suppliers, or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Agreement.

**Limit on Liability**

ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RDC RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (a) YOUR ACTUAL DAMAGES OR (b) THE TOTAL FEES PAID BY YOU TO BANK FOR THE REMOTE DEPOSIT SERVICE FOR THE PERIOD OF SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL BANK OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES, OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY CUSTOMER OF THE REMOTE DEPOSIT SERVICE OR ANY SERVICE OR THE FAILURE OF BANK OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR INJURIES.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE REMOTE DEPOSIT SERVICE SHALL BE AT YOUR SOLE RISK, AND THAT THE REMOTE DEPOSIT SERVICE IS PROVIDED BY THE BANK ON AN "AS IS" BASIS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON, AS TO THE REMOTE DEPOSIT SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND THE BANK HEREBY DISCLAIMS ANY AND ALL OF THE SAME. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE REMOTE DEPOSIT SERVICE TO BE PERFORMED PURSUANT HERETO.

TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.

BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT IN CONNECTION WITH THE REMOTE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK, FROM BANK TO YOU, FROM YOU TO ANY PROCESSOR, FROM ANY PROCESSOR TO BANK, OR OTHERWISE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE. BANK IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL OR THE INTERNET.

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

You hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Remote Deposit Indemnified Party" and, collectively, the "Remote Deposit Indemnified Parties") for, and hold each of the Remote Deposit Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to the Bank, (iii) failure to maintain compliance with the RDC Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an account instead of an original Check, (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you; (c) your breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the Other Agreements, and the terms of this paragraph shall survive the termination of this Agreement; and/or (d) your breach or violation of any RDC Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

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**INFORMATION REPORTING & THIRD-PARTY INTEGRATIONS**

**Balance Reporting Service**

Through the balance reporting service (the "Balance Reporting Service") the Bank, in accordance with instructions and servicing guidelines contained in the "Transmission Questionnaire" (the "Transmission Setup Form"), will provide transaction and balance information in a standard BAI file format through a secure protocol option to you directly or to a third-party authorized by you. The Bank is authorized to store, process,

parse, format, generate, transmit, route and make available through the Bank's agencies, systems, third-party financial institutions and/or third-party service providers, transaction files and records, information regarding accounts, and account balances designated by you. You agree to adhere to the terms and conditions of this agreement along with the requirements as indicated within the FM Services Section.

**Processing Requirements**

Data files containing prior and/or intraday transaction and balance information, in one of the standard file formats including but not limited to BAI1, BAI2, BAI3, CSV, Fixed, or PDF file format, will be made available in accordance with the selections made in the Transmission Setup Form and the delivery cadence defined by you. If you need to make changes to the standard file format, you can request a custom file configuration. Please refer to the fee schedule for any fees associated with custom file configuration.

**Setup**

The Transmission Setup Form must be completed to determine the mode of transmission, authentication methods, and technical contacts. A setup fee applies for each endpoint that is established. All fees associated with the Balance Reporting Service will be set forth in the Fee Schedule.

**Authorization**

You authorize the Bank to report to the person(s) designated on the Transmission Setup Form information concerning all accounts and account clearings and transactions, including, but not limited to, checking, savings, disbursement, zero balance, money market and loan balance accounts, which you now or in the future maintain with the Bank ("Balance Reporting Accounts"). The Bank will make available this information at times specified by the Bank from time to time. You authorize the Bank to engage the services of and make Balance Reporting Account information available to independent contractors and other data processors as the Bank deems necessary or desirable in order to provide the Balance Reporting Service to you.

**Termination**

Upon receiving cancellation instructions, the Bank will process your request in a timely manner.

**Fees**

All fees associated with the Balance Reporting Service will be set forth in the Fee Schedule. The Setup Fee for the Balance Reporting Service is nonrefundable. If this Balance Reporting Service Schedule is terminated in the middle of the month, you are still responsible for paying any monthly fees for the entire month as well as any usage-based fees up until the point of cancellation. The Bank does not and will not pro-rate fees based on usage for a partial month.

**Limitation on Balance Reporting Services**.

You understand that the information made available to you using the Balance Reporting Services may be updated periodically and therefore, at any time, may not reflect the most up to date information in the Bank's records. You acknowledge and agree that the Balance Reporting Service does not include any recommendation, guaranty, representation, or warranty whatsoever and that use of the Balance Reporting Service shall be at your own risk.

**Financial Management Services (FM Services)**

These Financial Management Software Agreement sets forth the terms and conditions for your use of financial management tools and services that Bank provides you through Cash Management and that involve accessing third-party account information through Cash Management (the "FM Services").

**Provide Accurate Information**

You represent and agree that all information you provide Bank in connection with the FM Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date, and accurate. You represent that you are a legal owner, or authorized user, of the accounts at third-party sites which you include or access through the FM Services, and that you have the authority to (i) designate Bank and Bank's service providers as your agent, (ii) use the FM Services, and (iii) give Bank and Bank's service providers the passwords, usernames, and other information you provide.

**Content You Provide**

Your use of the FM Service is your authorization for Bank or its service providers, as agent, to access third-party sites which you designate in order to retrieve information. You are licensing to Bank and its service providers any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through the FM Services. You authorize Bank or Bank's service providers to use any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through the FM Services or that Bank or Bank's service providers retrieve on your behalf for purposes of providing the FM Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, Bank or its service providers may store, use, change, or display such information or create new content using such information.

**Power of Attorney**

You grant Bank and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Bank and its service providers a limited power of attorney, and you hereby grant Bank and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN BANK OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFOMRATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**

**Third-Party Accounts**

With respect to any third-party sites Bank may enable you to access through the FM Services or with respect to any non-Southern First Bank accounts you include in the FM Services, you agree to the following:

A. <u>You are responsible for all fees charged by the third party in connection with any non-Southern First Bank accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that these terms and conditions do not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Southern First Bank account, you agree to direct these to the account provider.</u>

B. Any links to third-party sites that Bank may provide are for your convenience only, and Bank and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the FM Services, are services of the listed institutions. Neither Bank nor its service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. Neither Bank nor its service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**Limitations of FM Services**

When using the FM Services, you may incur technical or other difficulties. Neither Bank nor its service providers are responsible for any technical or other difficulties or resulting damages that you may incur. Any information displayed or provided as part of the FM Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. Bank and its service providers reserve the right to change, suspend, or discontinue any or all of the FM Services at any time, without prior notice.

**Acceptance of FM Services and Changes**

Your use of the FM Services constitutes your acceptance of these FM Services terms and conditions. These FM Services terms and conditions are subject to change from time to time. Bank will notify you of any material change via email or on Bank's website by providing a link to the revised FM Services terms and conditions. Your continued use will indicate your acceptance of the revised FM Services terms and conditions. The licenses, user obligations, and authorizations described herein are ongoing.

**Aggregated Data**

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the FM Services, may be used by Bank and its service providers to conduct certain analytical research, performance tracking and benchmarking. Bank's service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

**Ownership**

You agree that Bank and its service providers, as applicable, retain all ownership and proprietary rights in the FM Services, associated content, technology, mobile applications, and websites.

**User Content**

You agree not to use the FM Services or the content or information delivered through the FM Services in any way that would: (A) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the FM Services to impersonate another person or entity; (B) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (C) create liability for Bank or its service provider or cause Bank to lose the services of our service providers; (D) access the information and content programmatically by macro or other automated means; or (E) use the FM Services in such a manner as to gain unauthorized entry or access to computer systems.

**Indemnification**

You agree to defend, indemnify, and hold harmless Bank, its third-party service providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the FM Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**Disclaimer**

The FM Services are not intended to provide legal, tax or financial advice. The FM Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Bank nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Bank and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Bank and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the FM Services or any materials or information accessible through it. Past performance does not guarantee future results. Bank and its third-party providers do not warrant that the FM Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

**DISCLAIMER OF WARRANTIES**

**YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE FM SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BANK AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT THE SERVICES (A) WILL MEET YOUR REQUIREMENTS, (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE FM SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.**

**LIMITATION OF LIABILITY**

**YOU AGREE THAT BANK AND ITS THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE THE SERVICES AT BANK'S WEBSITE/MOBILE APPLICATION OR OF ANY THIRD-PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (B) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (C) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE FM SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; (E) STATEMENTS OR CONDUCT OF ANYONE ON THE FM SERVICES; (F) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (G) ANY OTHER MATTER RELATING TO THE FM SERVICES.**

**Export Restrictions**

You acknowledge and that the FM Services and any software underlying such FM Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or FM Services, directly or indirectly, to: (A) any countries that are subject to U.S. export restrictions; (B) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (C) any end user who you know or have reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons. You further acknowledge that the FM Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

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**AUTOBOOKS FINANCIAL MANAGEMENT SOFTWARE AND SERVICES**

The Autobooks Financial Management Software and Services are offered by Bank's third party service provider, Autobooks, Inc., and allows you to both accept online and in-application payments and send digital invoices directly from your bank account ("Autobooks"). The Autobooks services, as may be modified from time-to-time by Bank or its third party service provider, in their sole discretion, and may include, without limitation: the creation of customer invoices; digital delivery of customer invoices; customer payment remittance via ACH, credit cards, debit cards, checks, or other payment methods; customer onboarding for payment processing accounts; settlement of funds into your accounts; creation and posting of journal entries based on transactions submitted through the software solutions to the general ledger; generation of balance sheets, income statements, and other financial information based on information in the general ledger; accounts payable and accounts receivable tool suites; and those other solutions or services available from time-to-time from Autobooks.

Your use of Autobooks is governed by a separate Terms of Use and End User License Agreement, as may be amended from time to time, (the "Autobooks EULA") that you must enter into with Autobooks, Inc. before you may use Autobooks. Your use of Autobooks is governed by the terms of the Autobooks EULA.

**Provide Accurate Information**

You represent and agree that all information you provide Bank in connection with Autobooks is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date, and accurate. You represent that you are the legal owner, or authorized user, of the accounts at third-party sites which you include or access through Autobooks, and that you have authority to (i) designate Bank and Bank's service providers as your agent, (ii) use Autobooks, and (iii) give Bank and Bank's service providers with passwords, usernames, and other information you provide in connection with Autobooks.

**Limitations of Autobooks Services**

When using Autobooks, you may incur technical or other difficulties. Neither Bank nor its service providers are responsible for any technical or other difficulties or resulting damages that you may incur. Any information displayed or provided as part of Autobooks is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. Bank and its service providers reserve the right to change, suspend, or discontinue any and all of Autobooks at any time, without prior notice.

**Aggregated Data**

Anonymous, aggregate information, comprising of financial account balances, other financial account data, or other available data that is collected through your use of Autobooks, may be used by Bank and its service providers to conduct certain analytical research, performance tracking and benchmarking. Bank's service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregate research data for any purpose, including but not limited to, helping improve products or services and assisting in troubleshooting and technical support.

**Ownership**

You agree that Bank and its service providers, as applicable, retain all ownership and proprietary rights in Autobooks, associates content, technology, mobile applications, and websites.

**User Content**

You agree not to use Autobooks or the content or information delivered through Autobooks in any way that would (i) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of Autobooks to impersonate another person or entity; (ii) violate any law, statute, ordinance, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iii) create liability for Bank or its service provider or cause Bank to lose the services of our service providers; (iv) access the information and content programmatically by macro or other automated means; or (v) use Autobooks in such a manner as to gain unauthorized entry or access to computer systems.

**Fees**

Fees associated with Autobooks will be set forth in the Autobooks EULA and the Fee Schedule.

**Security Procedures**

In addition to the Security Procedures set forth in this Agreement, additional security procedures may apply to your use of Autobooks. Those additional security procedures will be set forth in the Autobooks EULA. You agree that the security procedures set forth in this Agreement, the Appendix, and the Autobooks EULA are commercially reasonable. You agree that more restrictive Security Procedures could be offered, but in light of the burden of additional Security procedures, you have considered the Security Procedures associated with Autobooks and in light of the risks that you assume under this Agreement, that they are reasonable procedures to protect against unauthorized access to Autobooks.

**Indemnification**

You agree to defend, indemnify, and hold harmless Bank, its third party service providers and their officers, directors, employees, and agents from and against any and all third party claims, liabilities, damages, losses, or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of Autobooks, your violation of these terms or your infringement or infringement by any other user of your account, of any intellectual property or other right of anyone.

**Disclaimer**

Autobooks is not intended to provide legal, tax, or financial advice. Autobooks or certain provision and/or functionalities of Autobooks is provided as strictly educational in nature and are provided with the understanding that neither Bank nor its third party service providers are engaged in rendering accounting,

investment, tax, legal, or other professional services. If legal or other professional advice including financial advice is required, the services of a competent professional personal should be sought. Bank and its third party service providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on the site. Further, Bank and its third party service providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Autobooks or any materials or information accessible through it. Past performance does not does not guarantee future results. Bank and its third party service providers do not warrant that Autobooks comply with the requirements of FINRA or those of any other organization anywhere in the world.

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**YOU AGREE YOUR USE OF AUTOBOOKS AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF AUTOBOOKS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. BANK AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH AUTOBOOKS WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AUTOBOOKS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK OR ITS SERVICE PROVDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS**

**LIMITATION OF LIABILITY**

**YOU AGREE THAT BANK AND ITS THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES AT BANK'S WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION, (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (III) ANY PRODUCTS, DATA, INFOMRATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM AUTOBOOKS, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANMISSION OR DATA, (V) STATEMENTS OR CONDUCT OF ANYONE ON AUTOBOOKS, (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NONPERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, (VII) ANY OTHER MATTER RELATING TO AUTOBOOKS.**

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## Integrated Payables Service

Through the integrated payables service (the "Integrated Payables Service") the Bank, in accordance with instructions and servicing guidelines contained in a service confirmation, will print and disburse checks, create and transmit ACH entries, initiate wire transfers, or initiate virtual card payments to your designated payees. Details relating to the functionality of the Integrated Payables Service will be contained within the Integrated

Payables Service User Guide. You authorize the Bank to act as your agent for the payment types you initiate using the Integrated Payables Service. The Bank is authorized to store, process, parse, format, generate, transmit, route and make available through the Bank's agencies, systems, third-party financial institutions and/or third-party service providers, payment files and records, information regarding accounts, and transactions designated by you.

**Processing of Payments**

**a) Generally**

i. The Bank will print and disburse a check, create and transmit an ACH entry, initiate a wire transfer, or initiate a virtual card transaction in U.S. Dollars for each payment entry ("Payment Data") contained on your integrated payables data file ("Data File"). Each Data File must comply with the formatting, technical, and delivery requirements set forth by the Bank within the Integrated Payables Service, as may be amended from time to time. You understand and agree that if payments are made by wire or ACH transfer, different obligations and liabilities will apply than those which apply to checks or virtual cards. You are solely responsible for ensuring each check entry complies with the terms and conditions governing the account on which the check is drawn, whether maintained at the Bank or at another financial institution.

ii. Remittance data included with your Data File may be printed and mailed with the corresponding checks or made available at our designated website (vendor portal) for ACH, wire transfer, and virtual card payments.

**b) Check Payments**

i. Each check on the Data File will be printed in accordance with the check's format specifications which are established within the Integrated Payables Service. Each check will be drawn on the account designated for in the payment entry for that check in your Data File. You are solely responsible for ensuring that you have sufficient funds in the account on which a check is drawn. The Bank will supply all standard materials, which will be billed to you in the amount set forth in the Fee Schedule.

ii. The Bank will send checks by either first class mail or courier. If you have elected to have checks sent by first class mail, the Bank will send checks via the United States Postal Service, with appropriate postage paid. Any checks that you elect to have sent by courier will be available at a designated location, with shipping and delivery paid directly by you. You are responsible for any postage or courier expenses incurred by the Bank, as may be charged to your account from time to time. The Bank reserves the right to change the amount charged for postage and courier services at any time.

iii. The Bank will conduct the check-printing services specified herein in a secure location accessible only to authorized personnel to whom access is granted in accordance with their job responsibilities. Moreover, the Bank will take commercially reasonable steps to: (1) prevent unauthorized use of your check and signature facsimile; and (2) preserve the confidentiality of your payment data while in the Bank's possession.

**c) ACH Payments**

If you elect to have the payment for an entry in your Data File made by ACH, you will be the originator of the ACH entry that the Bank creates from your Data File, whether such payment data is transmitted to the Bank through secure file transfer protocol ("FTP") or through Online Banking. In order to elect ACH payments as part of the Integrated Payables Service, the Bank must have agreed to provide you ACH Origination Service and you must have a signed Commercial Online Banking Appendix. Each ACH entry created in accordance with your integrated payables data file will be settled to one of the settlement accounts designated in your

Appendix. Except as otherwise provided in this Integrated Payables Service Schedule, the terms and conditions for the ACH Origination Service will govern each entry which, in accordance with your integrated payables data file, the Bank creates, formats and transmits to settle through ACH, including without limitation, those relating to exposure limits and delays or suspension of processing.

**d) Wire Payments**

If you elect to have the payment for an entry in your Data File made by wire transfer, you will be the sender of the payment order that the Bank will format from your Data File, whether such payment order is transmitted to us through secure FTP or Online Banking. In order to elect wire transfer payments as part of the Integrated Payables Service, the Bank must have agreed to provide you wire transfer service and you must have a signed Commercial Online Banking Appendix. Except as otherwise provided in this Integrated Payables Service Schedule, the terms and conditions of the Appendix will govern each payment order which, in accordance with your integrated payables data file, the Bank formats and transmits to settle through standard wire transfer processing systems.

**e) Virtual Card Payments**

If you elect to have the payment for an entry in your Data File made by virtual card, you will be the payor of the payment order that the Bank will initiate using information from your Data File, whether such payment order is transmitted to us through secure FTP or Online Banking. In order to elect virtual card payments as part of the Integrated Payables Service, you must have executed an Application and Rebate Agreement, accepted the Commercial Credit Card Terms and Conditions, and the Bank must have underwritten and approved you for a Commercial Line of Credit.

**Transmission of your Integrated Payables Data File**

a) You are responsible for providing instructions to Bank and any other financial institutions that will input account information into the Integrated Payables Service, or process orders or instructions.

b) You must transmit your Data File to the Bank through the Integrated Payables portal accessible through Business Online Banking or by using secure FTP. You shall provide Bank with a sample Data File and corresponding file record layout prior to receiving the Integrated Payables Service. For all payment instructions transmitted to Bank using the Integrated Payables Service, files must conform to the sample Data File that you provide to Bank, and that Bank approves. Failure to conform to the sample Data File will result in the payment request being rejected and a notice of such rejection will be sent to you by Integrated Payables Service as agreed upon by you and Bank.

c) Your payment data may not be processed, or processing may be delayed if you submit your Data File after the cut-off time for the relevant payment method, as described in the Appendix for the payment method. Please see the Wire Services Schedule and ACH Origination Schedule for more information about cut-off times. You understand and agree that certain information and transactions are not processed by Bank until after the close of the Business Day and therefore such information and transactions may not be reported by the Integrated Payables Service until the next Business Day.

d) If you wish to make a change to your Data File (other than adding one or more payment entries), including changes in formatting or technical requirements, adding an account, or changing the settlement account for a payment entry, the Bank must approve the changes to your Data File. Additional fees may apply. If you change the Data File without the Bank's advance permission, the Bank reserves the right not to process the Data File.

e) In the event the Bank experiences difficulties receiving or accessing your Data Files, the parties shall cooperate with one another's efforts to access the payment data promptly. The Bank will maintain a copy of all payment data as provided for in the reference materials.

f) Each time you submit a Data File, the Bank will notify you by email when the Bank receives the Data File. You must access the designated website and enter your control total, or you can elect to transmit a separate control total file, as more specifically described below. Once you have submitted the control totals and confirmed the accuracy of the payment data, you will release your Data Files for processing.

g) All Data Files will remain suspended until released by you. You are responsible for payment entries included in Data Files that are submitted and released for processing, even if the payment entry is a duplicate of another payment entry or otherwise is submitted in error. The Bank is under no obligation to determine if a Data File or any payment entry in a Data File is a duplicate of a previously submitted Data File or payment entry. You agree that the Bank's records Data Files released for processing will be deemed correct and will control in the event of any dispute regarding a Data File or payment entry in a Data File. For files sent to us using secure FTP, you must provide the Bank with all IP addresses from which files will be sent and must agree to update these IP addresses when changes are made, as the Bank's system will recognize and process only files transmitted from an IP address that you have recorded with the Bank.

**Fees**

All fees associated with the Integrated Payables Service will be set forth in the Fee Schedule. The Setup Fee for the Integrated Payables Service is nonrefundable. If this Integrated Payables Service Schedule is terminated in the middle of the month, you are still responsible to pay any monthly fees for the entire month as well as any usage-based fees up until the point of cancellation. The Bank does not and will not pro rate fees based on usage for a partial month.

**Duplicate File(s)**

In the event the Bank detects a duplicate Data File submitted by you, the Bank is hereby authorized to automatically suspend processing such duplicate Data File until further instruction from you. The Bank will notify you of such detected duplicate Data Files. However, for clarification, the foregoing shall not impose on the Bank any responsibility to detect duplicate Data Files. For every Data File that is submitted to the Bank through the Integrated Payables Service, the system will automatically perform duplicate Data File checking. The system will compare the submitted Data File with all past Data Files processed for you to check for any possible matches based on the total dollar amount and the total number of payment records in the Data File. If a match is detected, processing of the submitted Data File is automatically suspended. The Bank will visually inspect both the submitted Data File and the matching duplicate Data File to verify if the payment records in the two (2) files are truly identical. The Bank will review the payee names, payment numbers, payment amounts, and payment dates in both Data Files. Once the review has been completed, if the submitted Data File is not identical to the previously processed matching Data Files, the Data File will be released for processing. In the event that the submitted Data File is a duplicate file, the Bank will contact you and inquire if the Data File should be released or cancelled out of the system. The Bank reserves the right to make reasonable changes to the duplicate Data File checking process.

**Payment Cancellation Instructions**

The Bank has no obligation to honor or process any request to cancel the processing of any of your payment data, to amend any payment data, to pull from disbursement a printed check, or cancel any ACH, virtual card, or wire transfer file created, in accordance with your Data File and instructions reflected in a service confirmation and/or ancillary implementation agreement. As an accommodation to you, however, the Bank will use good faith efforts to attempt to honor your request to cancel the processing of a Data File or a

payment entry in a Data File or pull a printed check from disbursement, if your request complies with the cancellation security procedures as defined in the reference materials and the Bank receives the request at a time and in a manner that gives the Bank a reasonable opportunity to act on it prior to printing or disbursing any checks or prior to creating or transmitting any ACH, virtual card, or wire transfer entry. The Bank is not liable if the Bank is unable to honor your request to cancel such processing. You agree to reimburse the Bank for any expenses the Bank may incur in attempting to honor any such requests.

**Security Procedures for Integrated Payables**

Customer and the Bank shall comply with the Security Procedure requirements described in this Agreement and the Appendix with respect to Data Files transmitted by Customer to the Bank. Customer acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a Data File. No Security Procedures for the detection of any such error have been agreed upon between the Bank and Customer.

***You agree that the Integrated Payables Security Procedures are commercially reasonable. You agree that more restrictive Security Procedures could be offered, but in light of the burden of additional Security Procedures, you have carefully considered the Security Procedures and in light of the risks that you assume under this Agreement, they are reasonable procedures to protect against unauthorized access to the Services.*** The Bank and the Customer will follow the Security Procedures to detect unauthorized Data Files prior to execution of such Data Files by Bank. Access to the Service that allows for submission and release of Data Files may be controlled through the use of Customer IDs, user IDs, passwords and other security devices. If such a Security Procedure is so assigned or otherwise offered, Customer shall use or cause such security device to be used when submitting any and all Data Files to Bank. If such a security device is so assigned or offered and a Data File uses the identifying number, code or other security device, Bank may rely solely on the security device as conclusive identification of the sender. Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use this Service. Customer shall not disclose any information regarding the Security Procedures that an unauthorized user would find helpful to obtain access to this Service. If a Data File received by Bank purports to have been transmitted or authorized by Customer and Bank has acted in compliance with the Security Procedures with respect to such Data File, such Data File shall be deemed effective as Customer's submission, and Customer shall be obligated to pay to Bank the amount of such Data File. You acknowledge that we reserve the right to change our Security Procedures from time to time.

Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures described in this Agreement or in the Appendix. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify the Bank immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

Without limiting the foregoing, Customer will maintain strict security over information relating to the Services and the Data Files and will closely monitor personnel who have access to such information.

**Compliance with Security Procedures**

If a Data File (or request for cancellation or amendment of an entry in a Data File) received by the Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Data File (or request) and Customer shall be obligated to pay the Bank the amount of such Data File even though

the Data File (or request) was not authorized by Customer, provided the Bank accepted the Data File in good faith and acted in compliance with the Security Procedures referred to in this Agreement or in the Appendix with respect to such Data File.

If a Data File (or request for cancellation or amendment of an entry in a Data File) received by the Bank was transmitted or authorized by Customer, Customer shall pay Bank the amount of the Data File, whether or not Bank complied with the Security Procedure with respect to that Data File and whether or not that Data File was erroneous in any respect or that error would have been detected if Bank had complied with such procedures.

**Control Totals & Payment Approval**

In addition to the security procedures contained elsewhere in this Agreement and the particular service terms applicable to the method of payment, you agree to comply with the following security procedures in using the Integrated Payables Service and agree that these security procedures are commercially reasonable.

a) *Control Totals*. Each time you submit a Data File, the Bank will notify you by email when the Bank receives the Data File. You must access the Integrated Payables customer portal through Business Online Banking, as more specifically described in the Integrated Payables Service Schedule reference materials and verify the number of entries and the aggregate dollar amount of all entries (the "control totals"). If you elect to use the automatic file upload option through secure FTP, you will submit a separate file, “Control Total File,” with your control total, rather than keying the control total in the Integrated Payables customer portal. The Control Total File must be in the format defined by the Bank and provided to you during the implementation process. You understand and agree that the Bank recommends use of control totals and if you elect not to use control totals, such election shall be at your own risk and you will assume the full risk of unauthorized access that could have been prevented, be it internal to Customer, through the internet, or otherwise.

b) *Payment Approvals.* Payment Approval allows for the ability to configure transaction dollar amount thresholds and other business rules that will require payments of a certain dollar amount (or in a range) to be approved before being released for processing. Depending on the method of upload for the payment instruction file, (secure FTP or manually uploading to the integrated payables customer portal) when the file is imported, the amount of each of the payments is reviewed by the system and the Approval Rules that have been established in the Application Configuration. Any payments that fall under one of the rules will be placed on Hold, with the status of the file showing “Awaiting Approval”. You must access the Integrated Payables customer portal through Business Online Banking, as more specifically described in the Integrated Payables Service Schedule reference materials and approve the files for further processing. You understand and agree that the Bank recommends use of payment approvals and if you elect not to use payment approvals, such election shall be at your own risk and you will assume the full risk of unauthorized access that could have been prevented, be it internal to Customer, through the internet, or otherwise.

**Risk of Delivery**

The Bank shall have no responsibility for any checks once delivered to the United States Postal Service or a courier. You assume all risks associated with delays caused by complications arising in the transmission of the Data Files and delays in postal service or courier service, except when such delays are caused by the Bank’s failure to provide the checks by the delivery time or to transmit an ACH entry by the appropriate ACH processing cutoff time, to transmit a wire transfer entry by the appropriate wire transfer processing cutoff time, or to process a virtual card transaction by the appropriate cutoff time, provided you submitted the payment data for such payments to the Bank in a timely manner. Cutoff times for each payment method will be disclosed to you in the Appendix.

**Representations and Warranties**

In addition to any other representations and warranties contained in this Agreement, you represents and warrants to Bank that you: (i) will limit access to and usage of the Integrated Payables Service and related documentation to those Users who are authorized to use the Integrated Payables Service and who require access to the Integrated Payables Service to perform their jobs; (ii) will use the Integrated Payables Service solely to conduct your business and solely in the ordinary course of your business operations; (iii) will ensure that Users or permitted agents will use the Integrated Payables Service only in accordance with the documentation; and (iv) will not use the Integrated Payables Service to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person or entity, whether on a fee basis or otherwise.

**Limitations of Liability. Indemnity**

Notwithstanding anything herein to the contrary, the Bank shall have no liability with respect to a check issued, or ACH entry, or wire transfer entry, or virtual card payment transmitted, in accordance with the services described in this Integrated Payables Service Schedule that conforms to the payment data submitted. Further, you understand and agree that the Bank will not be liable for any loss or damage arising, directly or indirectly, in whole or in part, from any: (i) inaccurate or incomplete data in the input of an order, instructions, or other communication by you, or your failure to format any order, instruction, or communication as required by the Bank; (ii) your failure to obtain a confirmation or rejection of an order or instruction; (iii) your cancellation or attempted cancellation of an order or instruction; (iv) errors or omissions resulting from the Bank's conversion of an order or instruction received from you; or (v) inaccurate or incomplete information received from you, another financial institution, or a third party. In addition to any obligation, you have to indemnify the Bank under the Agreement, you agree to indemnify and hold the Bank harmless from any and all claims, expenses, costs, or liabilities arising out of the issuance of a payment against a payable in dispute or not yet due and payable.

**Creation of Issue File for Positive Pay or Account Reconciliation**

You may elect for the printed check information included in your Data File to be used by the Bank to create a Positive Pay Issue File on your behalf to be used in connection with Positive Pay service. If you make this election, the Bank must have agreed to provide you the applicable Positive Pay Service. Your use of the Positive Pay Service is subject to the service terms associated with the Positive Pay service as described in this Agreement.

**Vendor Enrollment Service**

You may elect to receive additional vendor registration assistance services (the "**Vendor Enrollment Service**") for use in connection with the Integrated Payables Service. The purpose of the Vendor Enrollment Service is to register your vendors to support payments by ACH or virtual card. By using the Vendor Enrollment Service, you acknowledge that you have reviewed the information contained in the Integrated Payables Service Schedule and that you agree to any service terms presented to you within the Vendor Enrollment Service or the Integrated Payables Service and agree that such terms are hereby incorporated by reference. The Bank will assist you in registering vendors for accepting the following types of payments. The Bank reserves the right to limit the number of vendors included in the Vendor Enrollment Service. The Bank will provide you the period during which the Bank will provide the Vendor Enrollment Service. Upon receipt of your vendor registration file that includes all the information requested by the Bank for the Vendor Enrollment Service, the Bank will contact each vendor contact person using the name and telephone number provided by you. The Bank will make at least two (2) attempts to reach the appropriate department and individual based upon the information you provided or that the Bank obtained directly from the vendor or by doing a basic internet search for the vendor during the Vendor Enrollment Service period.

a) **ACH Vendor Registration Assistance Services**. If you select or use the ACH Vendor Enrollment Service, the Bank will implement a campaign to migrate your designated vendors from receiving payments by check to receiving payments by ACH. You shall provide the Bank with a list of designated vendors with complete, accurate, and updated contact information for each vendor. The Bank shall have no responsibility or liability for any incompleteness, inaccuracy, or out of date vendor contact information. You authorize the Bank to contact your vendors in furtherance of this ACH payment migration campaign. You authorize the Bank to automatically convert check payment instructions to ACH instructions for registered vendors.

b) **Virtual Card Vendor Registration Assistance Services**. If you select or use the Card Vendor Enrollment Service, the Bank will implement a campaign to migrate your designated vendors from receiving payments by check to receiving payments by virtual card. You authorize the Bank to contact your vendors in furtherance of this virtual card payment migration campaign. You shall provide complete and updated contact information for each vendor in the vendor registration file. The Bank must be able to rely solely on the vendor contact name and phone number information that you provide. If, however, incomplete or outdated vendor contact information is provided by you, the Bank may, at its discretion, attempt to: (a) take steps to contact the vendor to determine on your behalf the department and individual who is to receive payment information; or (b) identify the appropriate department and individual by conducting a basic internet search. You must provide Bank with advance notice of intent to terminate any agreements related to your cards with Bank. Upon termination of any of your card agreements, the Bank will work with you to evaluate alternative payment types for the affected vendors.

The Bank will provide you with confirmation periodically of each vendor's status to receive payment by ACH and/or card. The Bank does not guarantee that any vendor will accept payment by ACH and/or card. If a vendor agrees to receive payments from you via ACH and/or card: (A) for ACH transactions, vendor will register and provide an account number and routing instructions using the Integrated Payables portal; (B) for single-use virtual card transactions, vendor will register and receive card account information using the Integrated Payables portal; (C) for assigned card transactions, vendor will register using the Integrated Payables portal. The Bank will provide the vendor with a card account number, expiration date and card verification code. By authorizing a card payment, you agree that the payment information is correct. If for any reason the vendor is unable to use that payment information provided by the Bank to receive payment, Bank assumes no liability. The vendor must contact you directly for error resolution.

Notwithstanding anything in this Agreement to the contrary, the Bank assumes no liability for any errors in vendor registration if: (A) vendor registration is conducted by anyone other than Bank; or (B) registration information and payment Information is validated by you. The Bank assumes no liability for your actions or the actions of the vendor.

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**COMMERCIAL CARD MANAGEMENT SERVICE**

**General**

These Commercial Card Management service terms sets forth and establishes the terms and conditions of the commercial card management service (the "Commercial Card Management Service," eZ|Business Card Management" or "eZ|Business"). The Commercial Card Management Service allows you to receive alerts, set up recurring payments, and request certain actions be taken with respect to your commercial card accounts and allows you to support, manage, and oversee your commercial card program.

**Setting Up Recurring Payments**

Within the Commercial Card Management Service, you can arrange for recurring payments of your commercial card(s). If you enroll in recurring payments, you understand and agree that the Bank may charge the Account designated by you in the Commercial Card Management Service for the amount you selected in the Commercial Card Management service. You may cancel or change your recurring payment at any time within the Commercial Card Management service. However, you understand and agree that the Bank must have a commercially reasonable time to respond to any such requests. If you cancel your recurring payment, you are still obligated to pay all amounts associated with your commercial card(s).

**Service Requests and User Authority**

Within the Commercial Card Management Service, you can request the following actions or information with respect to your commercial card:

- Information about your account including balances and credit limits;
- New cardholder accounts;
- Cash access;
- Order replacement cards;
- Change credit limits;
- Account closure;
- Manage spending;
- Phone number and address changes;
- Card activation;
- Change cardholder authorization blocks;
- Manage employee ID access;
- Add or remove PIN access;
- New PIN;
- Full account number.

The Bank may add or remove requests from the above list in its sole discretion. The requests listed above may be made through the Commercial Card Management Service; however, the Bank has sole discretion as to the approval or denial of such requests. While some of the requests may result in immediate approval, others may require additional review and underwriting by the Bank.

Not all Users will be able to make requests within the Commercial Card Management Service. The ability to make requests will vary depending on the User's specific role within the Services. Currently, enrolled Users may be given one of three roles:

- **Security Admin Role** - This company admin role contains company level access and audit focused security rights. Companies are responsible for managing (e.g. adding, removing, modifying) their admin users. This role contains the necessary rights to perform such security management tasks at the company level.

- **Admin Role (Full)** - This company admin role contains cardholder and payment focused security rights, along with access to manage service requests in real time. This role is designed for company admins that would assist and manage employees, make payments, access company data (e.g. transaction details, card authorizations, and statement data), communicate company announcements via company messaging, and respond to online service requests and messages.

- **Admin Role (Basic)** - This company admin role contains cardholder and payment focused security rights. This role is designed for company admins that would assist and manage employees, make payments, access company data (e.g. transaction details, card authorizations, and statement data), and communicate company announcements via company messaging.

You understand and agree that the Bank may adjust the scope of authority available for each administrative role. Any actions taken by you following such change demonstrates your agreement to such change. You represent and warrant that each User that is given access to the Commercial Card Management Service has the right and ability to bind you to any changes with respect to the Commercial Card Management Service and any commercial cards in accordance with the access rights granted to them. You understand and agree that you have the ability to set access rights for Users in your sole discretion. You should only choose Users that you know and trust and should carefully consider the appropriate role for each User enrolled in the Commercial Card Management Services. You are solely responsible for the actions of your Users and you agree to indemnify, defend, and hold the Bank harmless for the actions your Users. The Bank shall have no liability to you for any actions taken by your Users.

**Alerts**

The Commercial Card Management Service allows Administrative Users to turn on certain alerts with respect to your commercial cards. You may receive alerts via email.

The Bank reserves the right to change or remove any and all alerts associated with the Commercial Card Management Service. The Bank shall have no liability for failure to provide such notice or for removing such notices. By enrolling for alerts, you represent that you are the owner of email address you enrolled and that you have the delegated legal authority to act on behalf of the owner of such email address. You will immediately notify us if any email address you have enrolled is (i) surrendered by you, or (ii) changed by you.

Currently, the Commercial Card Management Service alerts include:

- A transaction has occurred outside of this state;
- A transaction has occurred outside of the country;
- Available balance drops below a set amount;
- Cash limit reached or exceeded;
- Company personal reminder;
- Credit limit reached or exceeded;
- Current balance owed drops below a set amount;
- Current Balance owed exceeds a set amount;
- Current balanced owed is within a set dollar amount of credit limit;
- Declined transaction;
- Past due;
- Percentage of credit limit;
- Statement available;
- Transaction occurs.

All of these alert options are available for Administrative Users. Other Users will have access to a limited number of these alerts.

You acknowledge and agree that your receipt of any alert may be delayed or prevented by factor(s) outside of our control, including factors affecting your internet service provider and coverage in your area. We do not guarantee the delivery, timeliness or accuracy of the contents of each alert. The Commercial Card Management Service is subject to transmission limitations and service interruptions. You agree to indemnify, defend and hold the Bank and its directors, officers, employees and agents (collectively, “Released Parties”) free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, to those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part, from: a non-delivery, delayed delivery, or the misdirected delivery of an alert; inaccurate or incomplete content in an alert; your reliance on or use

of the information provided in an alert for any purpose; or any third party, whether authorized or not, obtaining information regarding your account disclosed in the alerts.

Alerts do not constitute a record for the account to which it pertains, rather, they will reference account records. We do not assume any additional responsibility or obligation under these terms and conditions in respect of the use of, or any transaction or eventuality involving, your account. The Commercial Card Management Service does not free you from the responsibility of safeguarding the physical security and authorized use of your account. We reserve the right to suspend, terminate, and modify the alerts without liability at any time without prior notice to you. When we send you an alert, it will be treated as available and received when it is posted to your account and transmitted to the email address on file for your account. It is your responsibility to ensure the security of your email address and computer. You are solely responsible for any fees imposed of any kind whatsoever by your internet service provider in connection with alerts.

We send alerts to you based upon the instructions you provide to us, including the email address you provide to us during account sign-up. You hereby acknowledge and accept that each alert may be sent to you without being encrypted and may include your name and information pertaining to your account. Information, such as your account balance, may be included. If anyone accesses your email address, they may be able to view the contents of these alerts. You are solely responsible for restricting access to your email address and maintaining the confidentiality of any information displayed through an alert. To cancel your alerts, contact the Bank through the Commercial Card Management Service.

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**LOCKBOX SERVICE**

**Agreement**

This Lockbox Agreement sets forth and establishes the terms and conditions of the lockbox service (the "Lockbox Service"). The Lockbox Service allows you to direct all trade debtors and/or customers making payments and other remittances to you to mail any and all payments evidenced by checks, drafts, money orders, or other instruments of payment that may be acceptable to the Bank (collectively, the "Lockbox Items") and certain documentation to a United States Post Office Box from which you have authorized the Bank or the Bank's designated processor (the "Processor") to remove, handle, and administer the contents.

**Power of Attorney**

You hereby appoint the Bank as your attorney-in-fact and grant the Bank a power of attorney, which power shall be deemed coupled with an interest, to perform all functions and tasks necessary for the facilitation of the Lockbox Services, including the opening of all envelopes delivered to the Lockbox, as that term is defined below, the endorsement of any checks or similar items delivered to the Lockbox, and to otherwise handle and administer all checks and items delivered to the Lockbox and the Lockbox Account into which such checks or other items are deposited.

**Establishment of Lockbox and Lockbox Accounts for Use with the Lockbox Services; Customer's Responsibilities**

You hereby authorize the Bank to establish a United States Post Office Box in your name (the "Lockbox") and authorize the Bank to have exclusive and unrestricted access to the Lockbox. You shall execute any and all forms required by the Bank or the United States Postal Service to establish the Lockbox and to grant the Bank exclusive access thereto. You shall not have access to the Lockbox and shall not authorize any person or entity, including any third party, to have access to or remove the contents of the Lockbox. The Bank (including the Processor) will have unrestricted and exclusive access to the mail directed to the Lockbox. You authorize

the Bank to endorse all checks and other Lockbox Items received at the Lockbox and deposit them to the Lockbox Account.

You shall open a commercial analyzed checking account (or multiple accounts as you may require) (such account or accounts, the "Lockbox Account") and shall submit all forms and documents, including, but not limited to, signature cards, corporate documents, and resolutions or authorizations, as required by the Bank in conjunction with the Lockbox Service.

It is your responsibility to notify all remitters that remittances should be mailed to the Lockbox.

**Fees**

In addition to any normal demand deposit account service charges imposed by the Bank, you agree to pay for the Lockbox Service at the rates set forth in the Fee Schedule, as amended by the Bank from time to time. The annual Lockbox rental costs shall be payable in advance.

**Processing of Lockbox Items**

As your agent, the Bank, through the Processor, shall remove the contents of the Lockbox at intervals determined by the Bank in the Bank's sole discretion. You acknowledge and agree that removal of the items from the Post Office Box shall constitute delivery of the items by you to the Bank for collection. After collection of the contents from the Lockbox, the Bank will open the envelopes and remove the checks, and the statements, invoices, correspondence, papers, documents, or other items ("Remittance Materials"). The Remittance Materials and envelopes containing the Remittance Materials must be of a size and paper quality so as to be properly processed through our equipment without damage. If cash is contained within the Remittance Materials, the cash will be removed and a credit advice for the amount of cash may replace the cash, at the Bank's discretion. The Bank shall add the checks received for deposit, prepare a deposit slip, and make the deposit to the Lockbox Account, provided that the payments are accompanied by coupons or remittance documents which meet the formats and specifications agreed upon by you and the Bank. Based upon your specific instructions, the Bank may scan all checks deposited, the deposit slip, invoices, statements, and other contents of the Lockbox and make the items available to you for review via the Lockbox Service. Except as otherwise specifically provided herein, the Bank will not reconcile the checks, cash, or other items in the envelopes to the invoice, statements, and other documents contained within the envelope. Any payment not accompanied by a valid payment coupon or any payment whose coupon cannot be read by the Bank's systems shall be returned to you, unprocessed, unless specified in writing by you and agreed upon by the Bank. The Bank shall use reasonable efforts to process all items removed from the Lockbox on the business day the items are removed therefrom; however, you agree that in addition to the events described herein, the Bank shall have no liability to you for failure to process all items on any given day.

The Uniform Commercial Code provides that a bank becomes a holder of unendorsed items when the customer who is a holder of the item delivers the item to a depository bank for collection. In accordance therewith, while you authorize the Bank to endorse items in its name or on your behalf, the Bank may, in the Bank's sole discretion, elect not to place your endorsement on items deposited by the Bank to your Lockbox Account. Additionally, in the event that any check is returned to the Bank by a drawee bank with a request for your endorsement, the Bank is hereby authorized to endorse such check as follows:

CREDIT TO THE ACCOUNT OF THE WITHIN NAMED PAYEE
PAYMENT ACCEPTED WITHOUT PREJUDICE
ABSENCE OF ENDORSEMENT GUARANTEED

or such other industry accepted endorsement or, the local clearing bank is authorized to endorse such check in accordance with their then current procedures.

Unless otherwise required by you and agreed to by the Bank, the Bank will not deposit checks falling into any of the following categories ("Unacceptable Checks"), or checks which you have specifically instructed the Bank, in writing pursuant to the notice provisions contained within the Deposit Account Agreement. Unacceptable Checks include-

A. *Unacceptable Payees*. Checks on which the name or designation of the payee is not the name or designation specified by you to the Bank for acceptable payees or a reasonable variation (in the Bank's discretion) of such name or designation.

B. *Postdated and Stale-Dated Checks*. Postdated checks that in the Bank's opinion would not be paid on presentation, and checks dated six (6) months or more prior to the date they are collected from the Lockbox.

C. *Unsigned Checks*. Checks that do not bear the drawer's signature and are not a traveler's check, money order, or other universal item that includes the drawer's signature. In any event, the Bank will not review checks to match the drawer's signature(s) and therefore all such checks with signatures will be processed, unless otherwise unprocessable, and you agree to indemnify, defend, or hold harmless the Bank, the drawee bank, and any intervening collecting bank against any claim resulting from the Bank having processed the check.

D. *Indeterminable Amount*. Checks on which the correct amount of the check cannot be determined from the check or checks on which the numerical or written amounts are not the same. In such cases, though the Bank is under no obligation to do so, the Bank is authorized by you to review the documents accompanying the check to determine the amount and is authorized to review the envelope containing the check for an invoice or other Remittance Materials, and, if such were included, the amount of the invoice or Remittance Materials can be used by the Bank to determine the amount on the check, and in such cases, the Bank may deposit the check.

E. *Alterations*. Checks with alterations; provided, however, that the Bank will only use reasonable efforts to catch such alterations and prevent deposits. As a result, the Bank will have no liability, whatsoever, despite anything to the contrary in this Agreement, for its deposit of any check containing an alteration.

Notwithstanding the foregoing, the Bank will only use reasonable efforts to identify checks as Unacceptable Checks and prevent improper deposits. The Bank will have no liability whatsoever, despite anything to the contrary herein, for deposit of Unacceptable Checks unless the deposit results directly from the willful misconduct of the Bank's employees or officers. You agree to indemnify, defend, and hold harmless the Bank, the drawee bank (which may include the Bank), and any intervening collecting bank against any claim resulting from the Bank's having processed an Unacceptable Check.
Unless you specify specifies otherwise, in writing, pursuant to the notice provisions contained within the Deposit Account Agreement, to the Bank, checks which are Unacceptable Checks will be deposited in the Lockbox Account, and you understand and agree that the following types of checks will be deposited-

A. *Discrepancies in Amount.* Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance Materials enclosed in the envelope with the check. If the numerical and written amounts on any check are the same, but do not correspond to the amount on the invoice or Remittance Materials enclosed in the envelope with the check, you acknowledge and agree that the check amount will be deposited.

B. *Missing Date.* Checks which are not dated, in which case the check will be deposited after being dated by the Bank as of the date it is collected from the Lockbox.

The Bank will disregard restrictive notations, such as "Paid in Full" and such checks will be processed as if the restrictive notations did not appear. The Bank will have no liability whatsoever, despite anything to the contrary contained herein, for any restrictive notations.

You understand and agree that the Lockbox Service is for check processing only and you agree that your payors may not send cash (currency and/or coin), credit transactions, wire transfer instructions, or automated clearing house authorizations to the Lockbox except with the Bank's specific and prior written approval. Absent an express agreement from the Bank, you agree to instruct your customers and other obligors not to send cash, credit transaction, wire transfer instructions, or automated clearing house authorizations to the Lockbox.

You hereby agree that the Bank may use the services of Processors to perform processing functions for the Bank. The terms of the Bank and Processor(s) may be used interchangeably herein when used in relation to any services performed by a Processor on behalf of the Bank, including, but not limited to, the receipt and processing of Lockbox items and other documents, endorsing checks, creating images of checks, and depositing images to the Lockbox Account. You authorize the Bank to act as your agent and on your behalf with Processors as necessary and appropriate to do so.

Processing, crediting, and collection of the items deposited to your Lockbox Account are subject to the terms set forth in the Deposit Account Agreement.
Remittance Materials, correspondence, and exception items, as applicable, will be returned to you. You may elect paperless remittance of scanned items through the Bank's image system or elect to receive such materials via physical mail delivery.

Checks drawn on a foreign bank or in a currency other than United States dollars may be deposited in the Bank's sole discretion. If the Bank agrees to process checks drawn on a foreign bank or in a currency other than United States dollars, the checks will be processed through collections systems and at exchange rates chosen by the Bank, and the Bank may impose fees and charges for the service. You acknowledge that the currency conversion and collection process may take a long time depending on the foreign bank and adjustment for returned foreign items or otherwise may result in a different currency exchange rate.

In the event that a check deposited into the Lockbox Account is returned unpaid because of insufficient funds or uncollected funds, the Bank may either redeposit the check or return the check to you. Fees charged by the Bank for insufficient or uncollected funds will be debited from your Lockbox Account. If the Lockbox Account does not contain sufficient funds to cover any insufficient or uncollected funds fees assessed by the Bank, the Bank may debit the amount of such funds from any other account you maintain with the Bank. Items returned unpaid by the drawee bank shall be processed in accordance with the Deposit Account Agreement.

**Protected Health Information**

To the extent the Bank receives or accesses information subject to the Health Insurance Portability and Accountability Act ("HIPAA") in providing the Lockbox Services ("Protected Health Information"), you shall provide prior written notice to the Bank that it will receive or receive access to such Protected Health Information and the parties shall enter into that certain Business Associate Agreement which will be attached hereto and hereby incorporated by reference.

**Additional Limitations of Liability for the Lockbox Services**

**WITHOUT LIMITING THE GENERALITY OF THE SECTION OF THE DEPOSIT ACCOUNT AGREEMENT OR THE COMMERCIAL ONLINE BANKING AGREEMENT ADDRESSING THE BANK'S LIABILITY, THE ENTIRE LIABILITY OF THE BANK TO YOU HEREUNDER, AND YOUR EXCLUSIVE REMEDY, FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR**

**OTHERWISE) WILL BE LIMITED TO THE ACTUAL, PROVEN DAMAGES THAT ARE THE IMMEDIATE AND DIRECT RESULT OF AN ACTION OR FAILURE TO ACT BY THE BANK CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. IN NO EVENT SHALL THE BANK BE LIABLE FOR: (i) ANY PUNITIVE, INIDRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) THE ACTS OR OMISSIONS OF A CONTRACTOR, VENDOR, PROCESSOR, THIRD-PARTY SERVICER, OR VENDOR USED BY THE CUSTOMER OR THE BANK, OR ANY LOSS, COST, DAMAGE, OR EXPENSE ASSOCIATED THEREWITH; OR (iii) YOUR NEGLIGENCE OR BREACH OF THIS SCHEDULE, THE COMMERCIAL ONLINE BANKING AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN YOU AND THE BANK. The Bank's vendor, subcontractors, processors, and agents are expressly intended to be third-party beneficiaries of this limitation on liability with respect to the Lockbox Services. Any claim, action, or proceeding by one party against the other party under or related to the Lockbox Services must be brought within six (6) months after the cause of action accrues.**

You understand and agree that the Bank is entitled to assume that each charge authorization or check received at the Lockbox is legitimate and duly authorized by the account debtor purporting on its face to give the charge authorization or check, and the Bank will have no liability for processing such authorization in accordance with this Lockbox Agreement. Without limiting any of the other limitations on the Bank's liability contained herein or in the Deposit Account Agreement, if you incur a loss which results directly from the Bank's or its subcontractor's gross negligence, willful misconduct, or fraud in the performance the Lockbox Services and (i) if such loss is a failure to deposit any check which should have been deposited or to process any authorization which should have been processed, pursuant to this Lockbox Schedule, the liability of the Bank and its subcontractor shall be limited to direct money damages in an amount not to exceed interest on the amount of the check or the amount of the payment authorized under the charge authorization at a rate equal to the cost of funds (at a reserve adjusted daily interest rate which the Bank will determine in good faith) for the time period such amount is not in the Lockbox Account, which time period for the purpose of calculating the interest will not extend beyond thirty (30) days, and (ii) if such gross negligence, willful misconduct, or fraud results from any other action or failure to act by the Bank, the liability of the Bank shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed the lesser of (A) total fees paid by you to the Bank for the Lockbox Service in the six months prior to the date on which the claim arises, or (B) One Thousand Dollars ($1,000.00). You agree to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Lockbox Services. You acknowledge that the Lockbox Service fees have been established in contemplation of these limitations on the Bank's liability.

**Indemnification**

You agree to, and hereby, indemnify and hold the Bank harmless from and against any and all expenses, costs (including attorneys' fees), claims, causes of action, and liabilities resulting from claims by third parties which directly or indirectly arise from the handling of, and credit given for, remittance items handled as part of the Lockbox Service, it being understood and agreed that the Bank acts herein as an agent for you.

The Bank's vendors, subcontractors, processors, and agents are expressly intended to be third-party beneficiaries of this indemnification provision with respect to the Lockbox Services. This indemnification provision is in addition to, and not in substitution of, any indemnification provided elsewhere in the Commercial Online Banking Agreement.

**Termination**

The Bank reserves the right to terminate the Lockbox Services at any time. You may terminate the Lockbox Services by providing ninety (90) days advance written notice to the Bank. Upon termination of the Lockbox Service, the Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by you for a period of three (3) months after the termination date, unless arranged otherwise between you and the Bank, with service fees with respect to such disposition based on the Bank's estimate

being prepaid directly to the Bank at the time of such termination in immediately available funds or by another payment method acceptable to the Bank in its sole discretion.

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**MOBILE BANKING SERVICE**

**Agreement**

This Mobile Banking Service Agreement sets forth the terms and conditions that apply to your access and use of Bank's Mobile Banking Services and mobile application (the "Mobile App") (collectively, referred to as the "Mobile Banking Service") provided by Bank. Your use of the Mobile Banking Service will be deemed further evidence of your agreement to these terms.

**PLEASE READ THIS MOBILE BANKING SERVICE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE MOBILE BANKING SERVICE VIA THE MOBILE APP. DO NOT USE THE MOBILE BANKING SERVICE IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.**

**BY ACCESSING OR USING THE SERVICE OR OTHERWISE ACKNOWLEDGING YOUR CONSENT, YOU REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING YOUR USE OF THE MOBILE APP. THIS AGREEMENT MAY BE AMENDED BY POSTING A NEW VERSION TO THE MOBILE APP, WHICH VERSION WILL BE EFFECTIVE UPON POSTING AND YOUR CONTINUED USE OF THE MOBILE BANKING SERVICE.**

**Mobile Services**

The Mobile Banking Service allows you to access the following features through the Mobile App: (a) account access; (b) account alerts; (c) bill payment; (d) transfer money; (e) approve ACH and Wire transactions; (f) mobile remote deposit capture; (g) decision Positive Pay exception items; and (h) locate an office or ATM. We may add or delete functions in the future. You acknowledge that we use one or more third-party licensor's mobile technology to provide the Mobile Banking Service. The Mobile Banking Service, as well as the content and materials you may receive or access through your use of the Mobile Banking Service, are proprietary to us or our licensors, and are for your use only. You agree we are not responsible or liable for the acts, omissions, systems, or services provided by any licensor.

**Your Responsibilities**

You bear the risk of using the Mobile Banking Services, including the risk of erroneous and fraudulent transactions and the risk of all transactions using your user ID and password, and your liability for any such transactions is unlimited. Unless otherwise required by applicable law, we are responsible only for performing the services as delineated in this Agreement. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth, above. If the transaction is made using your user ID and password, or using your mobile tablet or device, the transfer will be treated as your authorized transaction. You agree to keep your password secure and strictly confidential, instruct each Primary Administrator or User with whom you give your password that he or she is not to disclose it to any unauthorized person, and immediately notify Bank and select a new password if you believe your password may have become known by an unauthorized person. Bank will not be liable to you for any unauthorized payment or transfer made using your password, tablet, or device that occurs before you have notified us of unauthorized use and Bank have had a reasonable opportunity to act. Bank has the right to suspend or cancel your username or password even without receiving such notice from you, if Bank suspects that your information, tablet, or device is being used in an unauthorized, fraudulent, or illegal way.

You agree that Bank may send notices and other communications, including passcode confirmations, to the current address or email address shown in Bank's records, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You are responsible for all transactions performed by you and any authorized signers whether you specifically authorize the transactions or not. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

**Login Credentials**

To use the Mobile Banking Service, you must have a compatible mobile device or tablet such as an Apple iPhone, iPad, or Android Device, which can access the internet or a wireless data plan. You are responsible for the selection, installation, maintenance, and operation of your mobile device and its software. We are not responsible for any errors, failures, or malfunctions of your mobile device, software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your mobile device and software are compatible with our system. We reserve the right to change our system requirements from time to time. The Mobile App may not be accessible or may have limited utility over some network carriers. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages, unavailability of data plans, or "out of range" issues. We reserve the right to support only certain types of mobile devices and mobile operating systems. Note: Some browser software may store usernames and security codes to facilitate the future use of a website. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature. If you are unable to connect to the Service for any reason, please contact us at 877-679-9646 or by accessing the "contact us" information in the Mobile App.

**Use of Mobile Banking Services**

You are responsible for reviewing and complying with any instructions provided from time to time on Bank's website, www.southernfirst.com, and in the mobile application for the proper use of the Mobile App. You agree to accept responsibility for learning how to use the Mobile App in accordance with the instructions and agree that you will contact us directly if you have any questions or problems with the Mobile App. You agree not to use the Service in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules, and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

You agree that you will not use the Mobile Banking Service to transmit or disseminate junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material.

You agree that you will not use the Mobile Banking Service to transmit or disseminate material that infringes or violates any third-party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers.
You agree that you will not use the Mobile Banking Service to transmit or disseminate material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of the Mobile Banking Services.

You agree that you will not use the Mobile Banking Service to transmit or disseminate material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier.

You agree that you will not use the Mobile Banking Service to transmit or disseminate viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

You agree that you will not use the Mobile Banking Service to transmit or disseminate any material or information that is false, misleading, or inaccurate.
You agree that you will not use the Mobile Banking Service to transmit or disseminate any material that would expose Bank, any third-party service provider involved in providing the Mobile Banking Service, or any other third party to liability.

You agree that you will not use the Mobile Banking Service to transmit or disseminate any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any third party. You agree that you will not attempt to: (i) access any services for which your use has not been authorized; (ii) use or attempt to use a third-party's account; or (iii) interfere in any manner the provision of the Mobile Banking Service or the Mobile App, the security of the Mobile Banking Service, or other customers of the Mobile Banking Service, or otherwise abuse the Mobile Banking Service.

**User Security**

We are entitled to act on transaction instructions received using your Login Credentials and other uniquely identifying access information (such as your mobile device identifiers) (collectively, the "Mobile Security Procedures"), and you agree that the use of the Mobile Security Procedures will have the same effect as your signature authorizing the transaction. You agree that these Mobile Security Procedures and the Security Procedures associated with the Master Agreement, constitute commercially reasonable Mobile Security Procedures under applicable law for the initiate of the services you utilize via the Mobile App, including without limitation, transfers and access to confidential information. In reaching this conclusion, you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through the Mobile App. If in your judgment these Mobile Security Procedures are not commercially reasonable or circumstances change so that you believe the Mobile Security Procedures are no longer commercially reasonable, you must notify us within fifteen (15) calendar days or the date you sign and accept this Agreement. You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions using the Mobile App. You agree not to leave your mobile device unattended while logged into the Mobile App. You agree to log off immediately at the completion of each access of the Mobile App. You agree not to provide your user ID or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to access the Mobile App, you are responsible for transactions they authorize and will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.

You agree that your access to the Mobile App is similar to accessing your account(s) via the internet. As such, you should be cautious in the use of the system.

You agree to treat all access codes the same way you treat your personal identification numbers (PIN) of a debit card. Do not write the numbers down.

If Bank receives any instructions via the Mobile App after you have placed proper authentication information through the system using the Mobile Security Procedures, the Bank will treat those transactions as your authorized transactions. You are responsible for the accuracy of your instructions.
You should not provide any Mobile App access information, including the Mobile Security Procedures, to anyone. You are responsible for keeping your access information confidential. If you permit other persons to use your mobile device and/or other means to access the Mobile App, you are responsible for any transactions he/she authorizes.

You understand the importance of your role in preventing misuse of your account(s) through the Mobile App and you agree to promptly review your statements for each of your account(s) as soon as you receive it.
You should immediately report any abnormalities or fraud in your account(s). You should safeguard your mobile device and codes used to access your account(s).

You agree not to leave your mobile device unattended while logged into the Mobile App and to log off immediately upon completion of such access.

If you believe your mobile device, user ID, password, or other approved access information has been lost or stolen, or that someone has transferred or may transfer funds from your account(s), without your authorization, **CONTACT US AT ONCE AT 877-679-9646.**

**Disclaimers**

**BANK MAKES NO REPRESENTIONS OR WARRANTIES IN CONNECTION WITH THE MOBILE BANKING SERVICE WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE MOBILE BANKING SERVICES, AND ANY THIRD-PARTY WEBSITE OR SERVICE. BANK DOES NOT WARRANT THAT THE MOBILE BANKING SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE MOBILE BANKING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE MOBILE BANKING SERVICES, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF BANK SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.**
**YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE BANKING SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.**

Bank will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond the Bank's reasonable control.

You are responsible for taking and maintaining security precautions to protect your mobile device and its data. You agree that Bank is not responsible for any electronic virus, spyware, or malware that you may encounter using the Mobile App. Bank encourages you to routinely scan your mobile device using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your

programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems and mobile device, and for protecting, securing and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through and data connection.

**Service Fees**

There are no fees for accessing information about your accounts or paying bills through the Service. We are not responsible for any fees that may be billed to you by your internet service provider. All fees associated with your account are set forth in the Fee Schedule.

**Limitation on Liability**

**IN NO EVENT WILL BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT, OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), INDIRECT, INCIDENTIAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE MOBILE BANKING SERVICES, THE INABILITY TO USE THE MOBILE BANKING SERVICES, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED THROUGH THE MOBILE BANKING SERVICES, OR ANY MESSAGES RECEIVED VIA THE MOBILE BANKING SERVICES OR ANY TRANSACTION THEREUNDER, EVEN IF BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY FOR BANK AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS.**

**No Extension of Credit**

If any service provided through the Mobile App involves a debit to any of your accounts or any other account you maintain with us, you must have on deposit in such accounts sufficient to enable us to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by us to extend credit to you or to grant to you “overdraft” privileges. We will not have any obligation to make any funds available to you to affect any payment being made by you or to enable you to use any one or more of the services. Any obligation to extend credit to you or otherwise make funds available to you shall be set out in a separate agreement executed to Bank through a person authorized to make credit decisions on Bank’s behalf.

**Grant of Security Interest**

As security for your obligations under this Agreement, you grant us a present and continuing security interest in the following: (i) all of your accounts and all distribution/collection points related to any one or more of your accounts associated with the Mobile Banking Service; (ii) all now existing and all hereafter arising contract rights relating to your accounts associated with the Mobile Banking Service and the distribution and collection points relating to any one or more of your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities, and other items of value or payment intangibles belonging to you or payable to you, which are now in or may in the future be in or paid or deposited to your accounts and which are now in or may in the future be in or deposited in any distribution or collection points related to any of your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository and collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities, and other items of value or payment intangibles.

**Termination**

You may terminate your ability to continue use of the Mobile Banking Service by notifying us by postal mail, email, or telephone. Such termination affects your ability to continue using the Services only and does not terminate your Southern First Bank accounts or any obligations incurred by you for any information, instructions, requests, transactions, or entries transmitted by you to Bank. We may terminate access to the Online Banking Services upon the request of the Primary Admin or an Authorized Signer.

We reserve the right, in our sole discretion and with or without cause, to terminate your use of the Services in whole or in part at any time without prior notice. Should the termination be due to insufficient funds, the Services may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Services, you must contact your local Southern First Bank office.
We reserve the right to terminate your access to the Mobile Banking Service if you fail to access the Mobile Banking Services at least once in an eighteen (18) month period.

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**MOBILE REMOTE DEPOSIT CAPTURE SERVICE**

**Agreement**

The mobile remote deposit capture service ("MRDC Service") allows you to make deposits to your accounts with us using your camera enabled mobile device ("Device") capable of capturing check images and information, and electronically delivering the images and associated information to us or our designated processor. The device must capture an image of the front and back of each check to be deposited, including the MICR line on each check, and such other information as required by this Agreement or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP address, device identifier, and may also include your longitude and latitude at the time the image is transferred to us.

**Checks Deposited**

You hereby agree that you will only scan and deposit check(s), as that term is defined in Reg. CC. You agree that an image of the check that is transmitted to Bank (each such check or other item a "Check" and if more than one "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will not remotely deposit checks or other items that: (a) are payable to any person or entity other than you; (b) are drawn or otherwise issued by you or any affiliate of you on any account of you or of such affiliate; (c) are prohibited by Bank's then current procedures pertaining to the MRDC Services ("MRDC Procedures") or are in violation of any law, rule, or regulation; (d) you know or otherwise suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn; (e) have not previously endorsed by a bank and are either "substitute checks" (as defined in Reg. CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent; (f) are drawn on financial institutions that are located outside of the United States or territories of the United States; (g) are not payable in United States currency; (h) are not dated more than six (6) months prior to the date of transmission; (i) do not contain an endorsement specified in this Agreement; (j) are payable to multiple payees and one or more payees are not a customer of Bank; (k) is issued by the United States Treasury (e.g., tax refund check) or issued by the federal or state government (e.g., benefits checks); (l) is payable to "Cash;" (m) are third-party checks; or (n) which are not acceptable to Bank for deposit into a deposit account as provided in the Other Agreements (Checks described in clauses (a) through (n), each a "MRDC Prohibited Check" and, collectively, "MRDC Prohibited Checks"). We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through

the MRDC Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

**Grant of Security Interest**

If you deposit a MRDC Prohibited Check, you agree to indemnify and reimburse Bank for and hold Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity, or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an account instead of an original Check, you agree to indemnify Bank for and hold Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive the termination of this Agreement. Bank may hold any funds on deposit with Bank by you after termination of the MRDC Services for up to fourteen (14) calendar days following the expiration of any return or chargeback rights regarding any Checks processed by you through the MRDC Service, or, if later, until any other claims to such funds have expired.

**Endorsements and Procedures**

You agree to restrictively endorse any item transmitted through the MRDC Service as follows: sign the back of your check **with your name** and add the words "**For Mobile Deposit Only Southern First Bank**" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the MRDC Service as we may establish from time to time.

**Image Quality**

The image of a check or item transmitted to us using the MRDC Service must be legible and comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate or legible image, and we reserve the right to reject any deposit.

**Keeping and Destroying Checks after Imaging**

Upon your receipt of a confirmation from us that we received an image that you transmitted, you agree to retain the check for at least thirty (30) days, you agree to destroy the check, mark it "ELECTRONICALLY DEPOSITED" across its face, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

**Availability of Funds**

Once you have submitted an image of a Check, you will receive a "Deposit Confirmation" noting that your deposit has been submitted for processing.

**YOU SHOULD MONITOR YOUR ACCOUNT'S "AVAILABLE BALANCE" TO DETERMINE WHEN THE CHECK HAS BEEN PROCESSED AND THE FUNDS ARE AVAILABLE IN YOUR ACCOUNT. IT MAY TAKE A NUMBER OF DAYS BEFORE THE FUNDS ARE AVAILABLE, YOU SHOULD CONFIRM THAT THE FUNDS ARE SHOWN IN YOUR AVAILABLE BALANCE BEFORE YOU PLAN TO ACCESS THE FUNDS.** The MRDC Service will allow you to confirm that your Check has been scanned and submitted to Bank. The MRDC Service will allow you to check the status of a submitted Check and you will receive a notice in the application if your deposit was rejected for

any reason. You will also receive a notice in the application if your deposit was rejected for any reason. You will also receive a notice at the email address you used to enroll in the MRDC Service.
In general, if an image of an item you transmit through the MRDC Service is received and accepted before 5:00 p.m. Eastern Time on a Business Day that we are open (not a weekend or holiday), we consider that day to be the day of your deposit, subject to the other terms and conditions herein. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the MRDC Service will generally be made available within three (3) Business Days after the day of deposit. We may delay the availability of your funds at our discretion if we deem it appropriate in accordance with our policies and procedures. This MRDC Agreement is subject to your Funds Availability Disclosure given to you for your account(s), which shall ultimately control all issues of funds availability.

**Deposit Limits**

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we can reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at such other times. There is no deposit limit shown prior to your deposit. If you attempt a deposit over the limit, you will receive an error message on your mobile device, and it will not take the deposit. For security reasons, these limits my not be disclosed to you in advance. However, you will always be notified if a specific item may be deposited at the time you attempt to scan and remotely deposit the item.

**Presentment**

The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion and subject to the agreements governing each respective account.

**Fees**

A fee may be charged for using the MRDC Service. We may change the fee amount from time to time, but the current amount will be disclosed to you on our Fee Schedule before you choose to submit your deposit transaction. You authorize us to deduct any such fees from any account in your name with us. You agree to receive such notifications within the MRDC Service.

**Contingency Plan**

You agree that, in the event you are not able to capture, balance, process, produce, or transmit an image of a Check to Bank, or otherwise comply with the terms hereof or of the procedures for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will take the Checks to the closest office of Bank. The deposit of the Checks at an office of Bank shall be governed by the terms and conditions of the Other Agreements and not by the terms of this Agreement.

**Representations and Warranties**

You represent, warrant, and covenant the following to the Bank:

*Checks Deposited.* You shall only deposit Checks that are authorized by this Agreement, the procedures, and Bank's agreements.

*Image Quality.* Each Image transmitted by you to Bank contains an accurate representation of the front and back of each Check and complies with the requirements of this Agreement.

*Accuracy of Information.* All data and other information submitted by you to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement.

*Warranties.* With respect to each Image that you transmit, you are deemed to have made any representation or warranty that would have applied had you deposited a paper Check by other means.

*No Duplicates*. You will not: (a) create duplicate Images of the Checks; (b) transmit a duplicate Image to Bank; (c) deposit or otherwise negotiate the original of any Check of which an Image was created.

*Transactions*. All Checks are, and will be, bona fide. All signatures on Checks are authentic and authorized.

**Indemnity**

You agree to indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations, and/or obligations under this Agreement or any other agreement between you and the Bank, including without limitation, the Bank's Deposit Agreement. The terms of this paragraph shall survive the termination of this Agreement.

**Return of Checks**

You are solely responsible for verifying that Checks that you deposit using the MRDC Service have been received for deposit by Bank. Bank will provide you with any notice of rejected deposit or notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices in accordance with your agreements with Bank, but we may choose any reasonable method for providing such notices to you. In the event that Bank credits your account for a Check that is subsequently dishonored and returned, you authorize Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency from any of your other account(s) with Bank at our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since you have either maintained the original Check or have destroyed the original Check in accordance with this Agreement, the original Check will not be returned. You further agree that any image that we charge may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the MRDC Service to deposit a substitute check and you may not deposit the original Check through the MRDC Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide you in connection with returned Checks.

**Compliance with Laws**

You agree to use the MRDC Service for lawful purposes and in compliance with all applicable laws, rules, and regulations. You are prohibited from engaging in, and you represent and warrant to Bank that you do not and shall not engage in, any business activity that: (a) would result in your being or becoming a money services business that regularly cashes third-party checks, sells money orders, or handles wire transfers or other financial services for third parties; (b) would result in your accepting restricted transactions in connection with another person in unlawful internet gambling; (c) would result in Bank being used as a conduit for money laundering or other illicit purposes; or (d) would directly or indirectly result in any activity or use of the MRDC Service that may be illegal or fraudulent.

**Termination**

You or Bank may terminate your use of the MRDC Service at any time and for any reason, although your representations, warranties, and obligations shall remain in full force and effect. This Agreement will remain applicable to any Checks or items that you have submitted prior to termination. Without limiting the foregoing, your use of the MRDC Service may be terminated if you breach any term of this Agreement, if you use the MRDC Service for any unauthorized or illegal purposes, or if you use the MRDC Service in a manner in consistent with the terms of any other agreements you may have with Bank.

**Limits on Liability and Disclaimer of Warranties**

**YOU AGREE THAT YOUR USE OF THE MRDC SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MRDC SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MRDC SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MRDC SERVICE OR TECHNOLOGY WILL BE CORRECTED.**

**YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MRDC SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, UNDER STATUTE, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. OUR LIABILITY WILL BE LIMTIED TO THE FEES THAT YOU HAVE PAID FOR THE USE OF THE MRDC SERVICE DURING THE PRECEEDING TWELVE (12) MONTH PERIOD.**

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**Southern First Bank with Zelle Network® Agreement**

When you enroll to use the Zelle® Service, you agree to the terms and conditions of this "Agreement." You represent that you have the authority to authorize debits and credits to the enrolled bank account. Under this Agreement the terms " the Bank", "us," "we," or "our" hereinafter means Southern First Bank; and "you", "your", or "User", and "Client" means (a) an entity that is the owner of an account or (b) an authorized signer on an account who has authority to view account information and effect transactions on such account. You must use an eligible Southern First Bank business checking account, which may have its own terms and conditions. If terms in this Agreement conflict with terms in the Business Mobile Banking Agreement and Commercial Online Banking Agreement, then the terms in this Agreement will control and take precedence, unless this Agreement specifically states otherwise. If the Commercial Online Banking Agreement has terms that are not addressed in this Agreement, then the terms and conditions as applicable will control and take precedence.

**1. Description of Services**

a) Southern First Bank ("the Bank") has partnered with the Zelle® Network ("Zelle® "). Zelle® is a convenient way to send and receive money with others you trust. Zelle® enables you to send and receive money with the customers who are enrolled with us or another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses or mobile phone numbers or unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Financial Institutions."

b) Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution.
c) Zelle® is intended for payments to recipients you know and trust and should not be used for the purchase of goods from retailers, online marketplaces or through social media posts. The Bank does not provide any protection if you make a purchase of goods using Zelle® and (a) you do not receive them or (b) you receive them damaged or (c) not as described or expected. The Bank does not offer reimbursement for authorized payments you make using Zelle®.
**d) YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.**

**Definitions**

Except as otherwise provided in this Agreement, terms defined in the Commercial Online Banking Agreement have the same meaning in this Agreement. In addition, in this Agreement:

"Deposit Account" means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.

"Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

“Network Financial Institutions" means any financial institution which is participating in or cooperating with Zelle® and the Transfer Service. We are a Network Financial Institution.

"Transfer Transaction," “Transfer,” or “Payment” means a transaction initiated through the Transfer Service to:
- transfer funds out of your Funding Account to a User;
- receive a transfer of funds into your Deposit Account from a User;
- send a request to a User asking the User to transfer funds to you using the Transfer Service; and/or
- receive a request from a User asking you to transfer funds to them using the Transfer Service.

“User” means a person who is any one or more of the following:
- an individual, business or government agency enrolled in the Transfer Service through any Network Financial Institution;
- a business that uses the Transfer Service through any Network Financial Institution to send money to another User;
- an individual or business that is enrolled in the Transfer Service directly with Zelle® to receive funds at the User’s Financial Institution; or
- an individual, or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.

“User’s Financial Institution" means any financial institution, holding a User’s account that the User has authorized to send or receive a transfer of funds as a result of a Transfer Transaction.

The Bank does not protect payments made within the Zelle® Network, and payments cannot be canceled if sent to the wrong person(s) or entities. Also, Zelle® cannot be used with international bank accounts; both parties need to bank with U.S. based financial institutions within the Zelle® network. Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time, including, without limitation, the National Automated Clearing House Association (“NACHA”) or real time payment services (“RTP”).

**2. Eligibility and User Profile**

When you enroll to use the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to enrolled bank account.

You represent that (a) you are at least 18 years of age, (b) you have the authority to authorize debits and credits to the enrolled bank account, and if applicable, (c) you are the authorized holder of the enrolled debit card. Under this Agreement this Service is intended for business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your personal, family, or household purposes under any circumstances, if it is linked to a business account. You agree that there may be other eligibility requirements that apply to participate in the Service (e.g., you must have a U.S. bank account and U.S. phone number, and a debit card issued in conjunction with a U.S. domestic deposit account (no U.S. territories)), and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Service. Except as required by applicable law, in no event shall we or Zelle® be liable for any claims or damages resulting from your scheduling of prohibited payments. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service for any unlawful purposes.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as pursuant to a valid power of attorney.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle® or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle® tag. Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

When you use, access, or permit any other person(s) or entity to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on the sites within the Service (the "Sites(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes will be considered your agreement to the change. In addition, the Bank may revise or update the programs, Services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the programs, Services, and/or related materials.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be requested by contacting Client Services at 1- 877-679-9646 or email at **clientservices@southernfirst.com**. It is your sole responsibility to notify us in writing of changes to your mailing address for U.S. Mail delivery of other account documentation.

Your use of Online Banking services may also be affected by the agreements between us for your linked Southern First accounts. When you link an account to Online Banking, the agreements that you already have with us do not change. When you use Online Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking.

Prohibited Payments

The following types of payments are prohibited through this Agreement, and the Bank has the right but not the obligation to monitor for, block, cancel and/or reverse such payments: (a) payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and (b) payments that violate any law, statute, ordinance or regulation; and (c) payments that violate the Southern First Commercial Online Banking Agreement; and (d) payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons

or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and (e) payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and (f) payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and (g) tax payments and court ordered payments.

Except as required by applicable law, in no event shall the Bank nor Zelle® be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to the Bank immediately by the methods described in the Commercial Online Banking Agreement of any violations.

**3. Consent to Share Personal Information (including Account Information)**

Our Southern First Privacy Notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Southern First account with us. It may be viewed by clicking on the Privacy Policy link on our website.

**4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice on our website at **https://southernfirst.com/privacy-policy** which is incorporated into and made part of this Agreement by this reference.

You authorize each Network Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then
- You are also authorizing all Network Institution and Zelle® to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any User you contact or attempt to contact, communicate or attempt to communicate with, send or attempt to send funds to, or receive or attempt to receive funds from, using the Transfer Service, and
- any User's Financial Institution, Zelle®, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, email address, and your Zelle® QR Code. You irrevocably waive any provision of the Privacy Policy, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party. As more fully explained in the Privacy Policy, we share this information for the purpose of processing transactions and to conduct everyday business associated with your Zelle® Transfer Transactions.

You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

**5. Wireless Operator Data**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

See Zelle® Privacy policy: (https://www.Zellepay.com/privacy-policy) for how it treats your data. A copy of our Privacy Policy is located here: (https://southernfirst.com/disclosures/privacy-policy).

**6. Enrolling for the Service**

**a.** You must provide us with an email address that you regularly use and intend to use regularly ((i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

**b.** Once enrolled, you may:

i. authorize a debit of your account to send money to another User either at your institution or at the request of that User; and

ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

**c.** If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment, and you will not be able to send or receive money with the Service until you enroll again.

**d.** Once enrolled, a "Z" logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

**e.** If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

**7. Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

(a) you are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees,

(b) You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.

(c) in the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.

(d) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.

(e) To cancel text messaging from us, **send STOP to 20736**. For help or other information regarding text messaging, send **HELP to 20736** or contact Client Services at businessbanking@southernfirst.com or 1- 877-679-9646. You expressly consent to receive a text message to confirm your "STOP" request.

(f) Supported Carriers: Verizon, AT&T, T-Mobile, and others. Address and mobile phone number changes may be initiated: (1) at your request, in writing, (2) if we receive notice of change to your email address or mobile phone number from any Network Financial Institution or any common carrier, or (3) if we receive information from any other party that the email address or mobile phone number in our records no longer is associated with you. We may continue to rely on any email address or telephone number that has been provided to us until you notify us in writing of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

You understand and agree that any emails or text messages sent through the Zelle® Service may not be encrypted and may include confidential information about you, such as the activity or status of your account. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or any other delivery location that is not your own or from your violation of applicable federal,

state, or local laws, rules, regulations, or ordinances. Your obligations under this section shall survive termination of this Agreement.

Transfer Service text messages are supported by many mobile carriers. Please check with your individual mobile carrier to confirm availability

In the event you withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including confirmation from us in the event you withdraw your consent.

Your phone service provider is not the provider of the Zelle® or the Services. Users of the Service will receive text messages relating to their Transfer Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**8. Receiving Money: Money Transfers by Network Financial Institutions**

Once a User initiates a transfer of money to your email address or mobile phone number or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). Zelle® transfers received after 5:00 PM EST may be reflected in available funds, however, will not post to the current account balance until the next business day.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

**9. Sending Money: Debits by Network Financial Institutions**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at the time be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle® have control over the action of other Users, other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

**10. Liability**

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO PARTIES WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO RECIPIENTS THAT YOU DO NOT TRUST. THE BANK AND ZELLE® DO NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

If you have unauthorized transactions from certain qualifying reimbursements, please contact the bank by emailing clientservices@southernfirst.com or calling 1-877-679-9646. You may also visit any office location to file the dispute.

**11. Send Limits**

We reserve the right, at any time, at our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of these limits, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of these limits, such payment shall be subject to this Agreement, and we are not obligated to accept similar payment(s) in the future.

All transfer transactions are subject to the terms and conditions of your account and regulations governing your account. Transfer limits, if any, applicable to the holder of the accounts for the transfer of funds to your deposit account or receiving transfers to their accounts are governed by terms of that party's transfer service.

Transfer limits

If any, applicable to holder of Network Financial Institution Accounts or Out-of-Network Financial Institution accounts for transfers to Southern First accounts or in receiving transfers to their network financial institution

accounts or out of network financial institution accounts are governed by the terms of the transfer service of Zelle® or the applicable Network Financial Institution.

All transfer limits are subject to temporary reductions to protect the security of client accounts and/or the transfer system. At our discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternative arrangements or rescheduling the payment or transfer.

**12. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle®, accept any responsibility if the other User rejects or ignores your request, or sends you an amount that is less than your request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless the Bank and Zelle® its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume any responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assumes no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if it is deemed that such requests to be potentially unlawful, abusive, and offensive or unwelcome by the recipient.

**13. Transaction Errors**

(Business accounts) which are owned by an entity other than a "natural person" or were established primarily for business or commercial purposes, are not entitled to protections under the Electronic Funds Transfer Act and Regulation E and any Online and Mobile Banking electronic funds transfer will be considered an "authorized use," and your liability for any Online and Mobile Banking transaction relating to that Account will be unlimited, including any disclosures the Bank may have provided to you.

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies,

we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**14. Liability for Unauthorized Transfers**

**YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY NON-PREMIER BANK FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE NON- PREMIER BANK FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US**.

We will make reasonable efforts to complete all your Transfer Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances: (1) if, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account; (2) the Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction; (3) you have not provided us with the correct information, including but not limited to the correct Transfer Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or, (4) circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

Reimbursement may be available for unauthorized transactions resulting from certain qualifying imposter scams. If you have unauthorized transactions from certain qualifying reimbursements, please contact the bank by emailing clientservices@southernfirst.com or calling 1-877-679-9646. You may also visit any office location to file the dispute.

**15. Liability for Failure to Complete Transfers**

You understand and agree that the Zelle® platforms are provided for your convenience. The Bank, nor Zelle® is obligated to provide you with such access or use. We disclaim and deny all liabilities, representations, and warranties with respect to the Zelle® platforms. You also understand and agree that the Zelle® platforms and any content and materials contained therein may only be available in English.

In using the Service, you are requesting us to attempt to make payments for you from your registered bank account. If we are unable to complete the Transfer instruction for any reason associated with your registered bank account, the Transfer instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

a. You will reimburse us immediately upon demand the amount of the Transfer instruction if we have delivered the payment to the receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your registered transaction Account to allow us to complete the debit processing;

b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

c. You may be assessed a fee by Zelle® and by us if the Transfer instruction cannot be debited because you

have insufficient funds in your registered bank account, or the transaction would exceed the credit or overdraft protection limit of your registered bank account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated registered bank account, including by ACH debit;

d. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and We are authorized to report the facts concerning the return to any credit reporting agency.

Payment Cancellation/Stop Payment Requests

Our ability to stop a Transfer instruction or recover funds associated with an unauthorized Transfer instruction will depend on the manner in which the Transfer instruction was initiated, and whether the Transfer instruction to another User's account has begun processing. We may not be able to cancel Transfer instructions as the Transfer instructions may be processed immediately. **Transfers that have been processed cannot be cancelled or stopped**. Transfers may only be cancelled if they are in a pending status and the recipient has not yet enrolled in Zelle®. For pending Transfers that are eligible for cancellation, there will be a "Cancel Payment" button within the Zelle® Service. Cancellation requests are NOT guaranteed, and all Transfers should be considered processed as soon as they are submitted. We may charge you to stop the payment or recover the funds, and the charge will be based on the current Fees Disclosure enclosed within this agreement. You agree that you, and not we, will be responsible for resolving any payment dispute with any User to whom you send money through the Zelle® Service.

Failure or Rejection of Transfers; Refused Payments

We do not make any representation or warranty that any Transfer can be completed or that it can be completed within a particular time period. Any estimates we may provide concerning the completion date for the Transfer is only an estimate and is not binding on us. You understand and agree we have no control over the actions of other Users or other financial institutions that may prevent or delay a Transfer. You understand and agree that we may not be able to complete a transaction if (i) the receiving User does not enroll in the Zelle® Service or (ii) the receiving User does not register with the Zelle® Service the email address or telephone number you have provided to us for the User. If the recipient does not enroll in Zelle® to receive the payment, the payment will automatically expire after 14 days.

If you do not have enough money in your Funding Account to make a Transfer, we may reject the transaction. We reserve the right to decline to initiate or complete a Transfer for any reason. We reserve the right to refuse to pay any User. We will attempt to notify the sender if we decide to refuse to pay a User designated by the sender. Notification is not required if you attempt to make an impermissible payment under this Agreement.

Returned Payments

You understand that Receivers may reject Transfer Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete a Transfer initiated through the Transfer Services.

**16. Fees**

The Bank charges a fee of $1 per transaction sent or received through the service.

Fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the transfer service through another financial institution or through Zelle® separate transfer service website or mobile app.

**17. Use of Our Online Banking Site and/or Mobile Applications**

You agree to access this website and/or mobile app in compliance with our Terms and Conditions, which are available within the bank's Commercial Online Banking Agreement, Business Mobile Banking Agreement, and incorporated into and made part of this Agreement by this reference. Your use of Online Banking services may also be affected by the agreements between us for your linked Southern First accounts. When you link an account to Online Banking, the agreements that you already have with us do not change. When you use Online Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking.

**18. Cancellation of the Service**

The Zelle® platforms, such as the stand alone Zelle® mobile app and Zelle® pay.com site, are additional platforms owned and controlled by Zelle® that enable you to use the Service. In addition to and without limiting any terms contained in this agreement, you agree as follows: (a) Electronic communications/Zelle® Terms. By using the Zelle® platforms, you agree to abide by the terms and conditions stated in this section, and you will be required to agree to Zelle® terms and conditions, (b) All parties have the right to cancel use and access to the Zelle® platforms at any time. Specifically, Southern First and Zelle® reserve the right to terminate your use of or access to one or more Zelle® platforms at any time and without notice.

**19. Right to Terminate Access**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal, and when you no longer have an eligible Southern First account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Southern First account is not in good standing, that account will not be eligible to be used in Southern First Bank with Zelle® transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle® network or with a particular financial institution at any time without notice.

You agree to pay all costs incurred by or in enforcing this Agreement, including attorney's fees, together with all costs, expenses and attorney's fees incurred in appellate, bankruptcy, and post-judgment proceedings.

**20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE BANK, NOR ZELLE® , ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF THE BANK OR ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE® SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE BANK AND/OR ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO PERSONS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

**22. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless the Bank and/or Zelle® , its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

**23. Governing Law**

This Agreement and your Account shall be governed by and construed in accordance with the laws of the State of South Carolina or applicable state law, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. All statutory references are to the statutes as they may be renumbered or amended from time to time.

Arbitration Rights, Litigation Requirements

You acknowledge and agree that for any claims or disputes you assert against Southern First Bank or Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this provision against you in accordance with the following actions by either party.

You agree that: (a) Neither the Bank nor Zelle®, nor any agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) the Bank has been induced to enter into this Agreement with you by, among other things, the waiver and acknowledgements by you.

Arbitration

The parties hereto agree, upon demand by any party, to submit to binding arbitration all disputes between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement. Governing Rules – Any arbitration proceeding will (i) proceed in a location in South Carolina selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

JURY TRIAL WAIVER

YOU ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH RIGHT MAY BE WAIVED. YOU HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING YOU AND BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS. You agree that: (a) Neither the Bank nor any of its agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) the Bank has been induced to enter into this Agreement with you by, among other things, the waiver and acknowledgements by you.

Class Action Waiver

You voluntarily waive and give up your right to serve as a class representative for or participate as a member of a class action in connection with a dispute involving the bank.

**24. Miscellaneous**

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the

meaning or construction of any of the provisions of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week except for outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

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# *Business Banking Services Fee Schedule*

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# Business Banking Services Fee Schedule

| Basic Services | |
|---|---|
| Business Online Banking and Mobile App | No charge |
| New Company Setup | No charge |
| eStatements | No charge |
| Internal Transfers (Including Multi-Account Transfer) | No charge |
| Standard Reporting | No charge |
| Stop Payment Module | No charge |

| ACH Services | |
|---|---|
| ACH Upload Module | $15 monthly per online profile |
| ACH Standard Module (PPD/CCD Templates) | $10 monthly per account |
| ACH Tax Module | $5 monthly per account |
| Advanced ACH Module (CTX Templates) | $5 monthly per account |
| ACH Originated Batches | No charge |
| ACH Debits/Credits Originated | $0.15 per item |
| ACH Same Day Debits/Credits Originated | $1.00 per item |
| ACH Prenotes Debits/Credits Originated | No charge |
| ACH Notice of Change Orig Debits/Credits | $2.00 per item |
| ACH Return | $7.00 per item |
| ACH Premium Reporting (Online EDI, NOC & Returns) | $15 monthly per online profile |
| ACH Secure File Transfer | $150 monthly |
| ACH TPS Administration | Quoted |

*ACH = Automated Clearing House, TPS = Third Party Sender

| Authentication Services | |
|---|---|
| Token Approval Module | No charge |
| Token Authentication Module | No charge |
| Soft Token Device | No charge |
| Hard Token Device | $75.00 per token |
| Transaction Monitoring | No charge |
| Out of Band Authentication (OOBA) | No charge |

| Autobooks Services | |
|---|---|
| Online Payments Module (Send an Invoice & Accept a Payment) | No charge |
| Card Payments Processed | 3.49% per transaction |
| ACH Payments Processed | 1% per transaction |
| Accounting & Reporting | $9.99 per month |

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# Business Banking Services Fee Schedule

## Balance Reporting Services

| | |
|---|---|
| Profile Setup with SFTP | $1,500 per destination |
| Prior Day Item | $0.09 per item |
| Intraday Item | $0.13 per item |
| File Transmission | $5.00 per transmission |
| Custom File Configuration | $250 per hour |
| Inactive Account or Location | $5.00 per account/location |
| Add/Change/Delete Acct or Loc | $5.00 per account/location |

## Bill Pay Services

| | |
|---|---|
| Bill Pay Module | No charge |
| Bill Pay Transactions | No charge |
| Convenience Fee/Bill Paymt (Expedited electronic, overnight check) | $20.00 per request |
| Bill Pay Photocopy Requests | $15.00 per request |

## Information Services

| | |
|---|---|
| Dashboard | No charge |
| Setup SFTP Destination | Quoted |
| SFTP Reports Delivered | $5.00 per report |
| Premium Reporting Module | No charge |
| Premium Email and SMS Alerts Triggered | No charge |
| Direct Connect for QuickBooks & Quicken Download | No charge |
| WebCD Electronic Statement Delivery | $25 monthly |

## Integrated Payables Services

| | |
|---|---|
| IP Standard Setup | $4,000 per implementation |
| IP Monthly Maintenance | $500 monthly |
| IP ACH Payment | $0.20 per item |
| IP ACH Addenda Line | $0.012 per item |
| IP ACH Remittance Posted | $0.15 per item |
| IP ACH Converted Payment (Remittance Included) | $0.45 per item |
| IP Domestic Wire Payment | $20.00 per wire |
| IP International Wire Payment | $50.00 per wire |
| IP Check Payment | $1.20 per check |
| IP Check Add'l Remit Page | $0.12 per page |
| IP Add'l Pages 9x12 Envelope | $4.20 per item |

## Integrated Payables Services *(continued)*

| | |
|---|---|
| IP Check Remittance Posted | $0.12 per item |
| IP Expedited Check Payment (Same Day) | $0.30 per check |
| IP Check Pull & Redirect File | $36.00 per request |
| IP Check Pull & Redirect Item | $7.20 per check |
| IP Express Mail Domestic | $7.25 per package |
| IP Express Mail International | $18.00 per package |
| IP Overnight Shipping | Cost |
| IP Postage | Cost |
| IP Enrollment Mailer | $0.84 per item |
| IP Campaign Insert from 3rd Party | $0.12 per item |
| IP Campaign Insert from Client | $0.05 per item |
| IP Logo/Signature Change | $175 per request |
| IP Custom Programming | $275 per hour |

## Lockbox Services

| | |
|---|---|
| Lockbox Standard Setup | $180 per implementation |
| Lockbox Setup with Custom File | $600 per implementation |
| Lockbox Related PO Box Setup | $162 per implementation |
| Whsle Lockbox Monthly Box Mgmt | $180 monthly per PO Box |
| Whsle Lockbox Mthly Dep Acct | $100 monthly per deposit account |
| Whsle Lockbox Basic Trans (Check & Full Page) | $0.68 per transaction |
| Whsle Lockbox Add'l Page | $0.15 per page |
| Whsle Lockbox Add'l Field | $0.08 per field |
| Whsle Lockbox Non-Check Trans | $0.38 per transaction |
| Retail Lockbox Monthly Box Mgmt | $220 monthly per PO Box |
| Retail Lockbox Mthly Dep Acct | $100 monthly per deposit account |
| Retail Lockbox Basic Transaction (Check and Coupon) | $0.38 per transaction |
| Lockbox Multiple Coupons | $0.20 per coupon |
| Retail Lockbox Man Capt Field | $0.08 per field |
| Retail Lockbox Check Only Batch (No Encoded Coupon) | $0.53 per transaction |
| Lockbox Online Exception Item | $0.15 per exception |
| Lockbox Returned Exception Item | $0.38 per exception plus postage |
| Lockbox Postage | Market Rate |
| Lockbox Certified Mail | $7.50 per transaction |
| Lockbox Foreign Check | $9.00 per transaction |
| Lockbox Cash Handling | $9.00 per transaction |

## Lockbox Services *(continued)*

| | |
|---|---|
| Lockbox Ext Pymt File Import | $0.08 per payment, capped at $150 per month |
| Lockbox Mthly SFTP Transmission | $37.50 monthly per lockbox account |
| Lockbox Custom Image File | $225 per hour |
| Lockbox Custom Image Report | $225 per hour |
| Lockbox Custom Output File Prgm | $225 per hour |
| Lockbox Custom Handling Request | Quoted |

## Online Loan Services

| | |
|---|---|
| Loan Module (Payments, Advances & Reporting) | No charge |

## Positive Pay & Account Recon Services

| | |
|---|---|
| Positive Pay Acct Maint | $40 monthly per account |
| Positive Pay Issued Items | $0.06 per item |
| Positive Pay Exceptions | No charge |
| Payee PosPay Acct Maint | $50 monthly per account |
| Payee PosPay Issued Items | $0.10 per item |
| Payee Positive Pay Exceptions | No charge |
| PosPay SFTP Issue Files | $5.00 per file |
| ACH PosPay Acct Maint | $20 monthly per account |
| ACH PosPay Exception Items | No charge |
| Full Account Recon Maint | $20 monthly per account |
| Partial Account Recon Maint | $10 monthly per account |
| Deposit Account Recon Maint | $15 monthly per account |

## Remote Deposit Capture Services

| | |
|---|---|
| RDC Monthly Maintenance (1-3 Accounts) | $30 monthly |
| RDC Monthly Maintenance (4-6 Accounts) | $40 monthly |
| RDC Monthly Maintenance (7+ Accounts) | $50 monthly |
| First Desktop Scanner Provided with Implementation (Single-Feed or Multi Feed) | No charge |
| Additional Scanners | Cost plus shipping |

*Per item fees are based on account product

## Sweep Services

| | |
|---|---|
| Credit Line Sweep Maintenance | $225 monthly per account |
| Asset Based Sweep Maintenance | $35 monthly per account |
| ZBA Master Account Maintenance | $35 monthly per account |
| ZBA Sub Account Maintenance | $25 monthly per account |

*ZBA = Zero Balance Account

## Wire Services

| | |
|---|---|
| Wire Module (Domestic/International/FX Templates) | No charge |
| Outgoing Domestic Wire - Online | $20.00 per wire |
| Outgoing Domestic Wire - Email/Phone | $30.00 per wire |
| Outoing Domestic Wire - Office | $20.00 per wire |
| Domestic Wire Drawdown | $20.00 per wire |
| Incoming Domestic Wire | $15.00 per wire |
| Outoing International Wire | $50.00 per wire |
| Incoming International Wire | $15.00 per wire |

## Zelle® Services

| | |
|---|---|
| Zelle Payments Sent | $1.00 per payment |
| Zelle Payments Received | $1.00 per payment |

*To send or receive money with a small business, both parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience. Transactions between enrolled users typically occur in minutes. Fees apply when using Zelle® with a business account, but are not applicable when using Zelle® with a personal account. Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

The Fee Schedule outlines the fees Southern First charges for Cash Management services and is part of your Commercial Online Banking Agreement with Southern First. Fees may change at any time. Southern First will notify you of fee changes in the manner indicated within the Commercial Online Banking Agreement.