



**TERMS AND CONDITIONS
TO THE
BUSINESS ONLINE BANKING AUTHORIZATION AGREEMENT**

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This Terms and Conditions to the Business Online Banking Authorization Agreement, (defined below), is made between Company (defined below) and Central Bank & Trust Company, a Kentucky banking corporation (the “Bank”), with an effective date of the later date set forth on the Business Online Banking Authorization Agreement. The Agreement, combined with the Related Agreements (as defined below), all of which Related Agreements are incorporated by reference herein, together constitute the entire contractual understanding between the parties, (the Related Agreements and the Agreement, may be collectively referred to as the “Agreement” for convenience). The Agreement supersedes all prior agreements or representations between the parties, whether written or oral. The Agreement sets forth the general terms and conditions for the online banking services that the Bank makes available to its business customers. By applying for any of the Services (as defined below), the Company agrees to be bound by these terms and conditions. The Company’s use of any Services will be additional evidence and confirmation of its agreement to be bound to these terms and conditions.

I. DEFINITIONS APPLICABLE TO ALL BUSINESS ONLINE BANKING SERVICES

Definitions. As used in the Agreement, and any of the Subparts, the following terms, as used and applicable, have the following meanings:

1. “**Access Credentials**” has the meaning given it in the Security Procedures, Part II.A.5.3.1, described herein.
2. “**Accounts**” means one or more accounts maintained with Bank as designated on Company’s Agreement.
3. “**Deposit Account Rules and Regulations**” means the deposit account agreement titled “Your Deposit Account Rules and Regulations” which govern the operation and use of your deposit account(s) with Bank, as it may be amended from time to time.
4. “**ACH**” means an automated clearing house network used for electronic transfers of funds between deposit accounts at financial institutions.
5. “**ACH Transfer**” means a Funds Transfer made through an ACH.
6. “**Administrator**” means the person identified by Company on its Agreement and in Company’s authorizing resolutions as the primary contact person for purposes of communicating with Bank regarding the Services and designating the Authorized Representatives. Bank may act as Administrator for limited purposes as expressly set forth herein, and in such context, the Administrator will mean Bank.
7. “**Applicable Laws**” means applicable state and federal laws, regulations, and orders, including but not limited to, the EFTA, the Federal Reserve Act, the USA Patriot Act, Bank Secrecy Act, Articles 3, 4, and 4A of the UCC, the Check 21 Act, the Fair Credit Reporting Act, each as may be amended; all of the then current implementing regulations and Operating Circulars promulgated under any applicable state or federal law and through the Federal Reserve Board of Governors, including without limitation

Regulation J and Regulation CC; all associated rules, regulations and guidance promulgated by OFAC, FinCEN, Fedwire, FFIEC, SWIFT, Federal Trade Commission, NACHA, the bank card association networks, the National Check Exchange, Small Value Payments Company, Viewpointe, Endpoint Exchange, or Electronic Check Clearinghouse, and the rules of any image exchange network and any other clearinghouse or other organization in which Bank is a member and whose instrumentality is employed, in whole or in part, with any Service.

8. “**Agreement**” means the Business Online Banking Authorization Agreement completed by Company with respect to each of the Services it has selected, and delivered to Bank, as amended, or modified from time to time.

9. “**Authorized Representative(s)**” means the person or persons designated as such by the Administrator on the Agreement or as otherwise required by Bank.

10. “**Bank Secrecy Act**” means the Bank Secrecy Act of 1970, 12 U.S.C. 1951-1959, as it may be amended from time to time.

11. “**Bill Payment Services**” means those Services offered through Online Banking for payments to companies or individuals.

12. “**Business Customer**” means a customer that is chartered as a corporation, limited liability company, or other similar entity under the laws of a State or Indian Tribe who owns or holds an Account at the Bank that is used primarily for purpose other than Consumer Purposes.

13. “**Business Day**” is that day as defined in your Deposit Account Rules and Regulations for business accounts and Consumer Accounts.

14. “**Check**” means an Original Check, as defined in Regulation CC, except that “Check” does not include a Substitute Check or a remotely created check.

15. “**Check 21 Act**” means The Check Clearing for the 21st Century Act of 2003 (12 USC § 5001, et seq.), as it may be amended from time to time.

16. “**Confidential Information**” means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient’s possession before the time of disclosure; (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party’s other Confidential Information. The User Guide and any materials

relating to the User Guide will be deemed the Confidential Information of Bank for purposes of this Subpart. Any nonpublic personal information regarding Company's customers shall be deemed the Confidential Information of Company for purposes of this Subpart.

17. **"Company"** means the legal entity agreeing to Business Online Banking and authorizing use of the Services as documented on the Business Online Banking Authorization Agreement.

18. **"Consumer"** means a natural person.

19. **"Consumer Account"** means an Account that is maintained at the Bank for personal, family or household purposes.

20. **"Consumer Purpose"** means an Account held or funds expended for personal, family or household use.

21. **"Cut-Off Time"** means the latest time by which Company may advise Bank as to any action it must take hereunder, as set forth in the Agreement or in the Online Banking User Guide.

22. **"EFTA"** means the Federal Electronic Funds Transfer Act, 15 U.S.C. Section 1693, et seq. and Regulation E, as same may be amended from time to time.

23. **"Fair Credit Reporting Act"** means 15 U.S.C. §§1681-1681x, as it may be amended from time to time.

24. **"Fee Schedule"** means the schedule of fees charged by Bank for the Services, as it may be amended from time to time.

25. **"FinCEN"** means the U.S. Department of the Treasury's Financial Crimes Enforcement Network.

26. **"Funds Availability Schedule"** means Bank's schedule for availability for withdrawal of deposited funds as set forth in "Funds Availability" contained in the Deposit Account Rules and Regulations.

27. **"Funds Transfer"** means a funds transfer as defined in Article 4A of the Uniform Commercial Code, if initiated by one or more "payment order" received by Bank from Company, and includes ACH Transfer orders, and BillPay orders.

28. **"Mobile Banking"** means accessing Online Banking through a specific mobile banking application (app).

29. **"NACHA"** means the National Automated Clearing House Association.

30. **"NACHA Rules"** means the NACHA Operating Rules, as they may be amended by NACHA from time to time.

31. “**OFAC**” means the Office of Foreign Assets Control.
32. “**Online Banking**” means Bank’s online banking system for businesses known as Business Online Banking, as is more specifically describe herein.
33. “**Payee**” means anyone, an individual or legal entity, including Bank, that you designate to pay and the Bank accepts as a payee.
34. “**Regulation CC**” means 12 CFR Part 229.1 et seq., as the same may be amended from time to time.
35. “**Regulation E**” means 12 CFR Part 1005.1 et seq., as the same may be amended from time to time.
36. “**Related Agreements**” means the Company’s Agreement, the User Guides, and any other schedules or exhibits to the Agreement, the Deposit Account Rules and Regulations, and all other account agreements, policies and disclosures issued by Bank and governing the Accounts, as they may be amended from time to time.
37. “**Security Procedures**” means the security procedures requirements described in Section II.A.5.
38. “**Service Provider**” includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in the provision of the Services.
39. “**Services**” means the Online Banking Services listed in the Agreement. Company agrees that its use of any Service signifies its agreement of the terms and conditions of that Service regardless of whether the Service is listed as an enrolled Service designated in the Agreement.
40. “**Subpart**” or “**Subparts**” means any of the sections in Part II below describing the terms and conditions for the Services.
41. “**Substitute Check**” means a paper reproduction of a Check that satisfies the requirements and definition of Substitute Check set forth in the Check 21 Act and Regulation CC.
42. “**Third Party**” means anyone other than Company or Bank, or their respective employees.
43. “**UCC**” means the Uniform Commercial Code as adopted in the Commonwealth of Kentucky.
44. “**USA Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, 31 U.S.C. 5318, as it may be amended from time to time.

45. “**User Guide**” means the user manuals, instructions, documentation and guides provided by Bank for use of any of the Services, as applicable, including without limitation any Security Procedures contained therein.

46. “**Your loan accounts**” means your line of credit accounts and all other loan accounts maintained with us that are designated in your Agreement and are approved by us as Accounts accessible through Online Banking and Mobile Banking.

II. TERMS AND CONDITIONS APPLICABLE TO BUSINESS ONLINE BANKING SERVICES

The following Subparts to this Agreement are applicable to specific Services offered by Bank and constitute Subparts to the Agreement. Bank may change the number or type of Services offered at any time.

A. Online Banking and Mobile Banking.

1. **General Provisions.** Company agrees and represents that it is a Business Customer of Bank. All Services are provided under and subject to the Deposit Account Rules and Regulations governing your Account(s), as well as any regulatory disclosures provided to you when you opened your Account(s) (collectively the “Deposit Account Agreement”), which are in effect between you and the Bank. In the event a conflict between these Terms and Conditions and the Deposit Account Agreement, these Terms and Conditions will control. Certain Services offered by Bank require Company to accept, use and enroll in the Business Online Bank Service described herein.

2. The Services.

2.1 If requested by the Company and agreed by the Bank, Bank will provide Company Online Banking, Mobile Banking and Bill Payment Services subject to the relevant provisions in this Subpart. Company shall complete and deliver to Bank an Agreement which the Bank may approve at its discretion, in which the Company shall select the Services it desires. Company agrees to comply with and be bound by this Agreement for each of the Services selected or which Company uses. In consideration of Company’s performance under the Agreement’s terms, including the payment of the fees as disclosed by Bank to Company from time to time, Bank grants Company access to use the Online Banking Services.

2.2 Online Banking, generally, is a Service permitting Company to use electronic means, namely connectivity over the internet, to view certain Bank created records (such as Company’s Account(s) balances and certain account activity history, for example) and to communicate with Bank in connection with other bank provided services (such as initiating transfers between Accounts and communicating instructions to Bank, for example), if and only as permitted under the terms of any Service agreed to by Company and Bank. A full description of the online banking services is set forth in the User Guide. Company must complete the Agreement to enroll in Online Banking.

2.3 When enrolling in Online Banking, Company may also enroll in the Mobile Banking application (“app”) offered as an optional means to access Online Banking, which may or may not include the Company’s use of the Bill Payment Services, within the Mobile Banking application. For Mobile Banking, Company must download the Mobile Banking application to its selected portable electronic device(s), including an electronic tablet or smartphone, as examples.

2.4 Bill Payment Services, as more specifically described herein, requires that Company enroll in and maintain the Online Banking Service.

3. **Equipment.** Bank has advised Company of the technical specifications needed to access the Bank’s Online Banking Services. Company has selected appropriate computer and related equipment necessary to access Online Banking and any Service, including software, telephones, terminals, modems, internet service provider connections and computers (collectively, as used in this Subpart, the “**Equipment**”). Company consents to the Bank’s requirements and agrees at all times to use and maintain the Equipment as necessary to access any Service. Company is solely responsible for obtaining, using and maintaining the required Equipment and the costs related to the same.

4. **Company’s Responsibility for Computer Systems/Network and its Employees/Representatives**

4.1 Bank will not be responsible for Company’s, or its agents or employees’ improper use of the Online Banking Service, or Equipment failures or malfunctions. Company is solely responsible for providing, maintaining and updating any Equipment necessary for its access to and use of the Services. Bank assumes no responsibility for defects, vulnerabilities or incompatibility of any Equipment that Company uses in connection with the Services, even if the Bank has previously been notified of or approved the Equipment’s use. Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by failure, inadequacy or disruptions to any Services caused in whole or in part by Company’s Equipment, by Company’s internet service provider or software vendor’s products, or by any employee of Company or third-party who misuses Equipment or intrudes upon or breaches the Company’s facilities, network connectivity or computer systems to view or misappropriate Company’s information or to communicate with or send instructions to Bank in connection with a Service. Company understands and agrees it is solely responsible for safeguarding, maintaining and updating the security and privacy of its computer system, network and communication methods (including email and SMS or MMS messaging) and Equipment. Company will at all times install, maintain and upgrade, on as needed basis, all commercially reasonable computer security features and defenses on Company’s Equipment, including, but not limited, to the installation of effective and current firewalls, anti-virus, anti-spyware software and patches. Company also agrees it is solely responsible for the training of its employees, including the Administrator and Authorized Representatives, on current cyber security practices and safeguards.

Without limiting the foregoing, Company shall at all times, while using the Online Banking Services, implement the following in regard to the Company’s computer systems:

- Reliable, current (up-to-date) and fully patched security suites including, at minimum, anti-virus, anti-malware; anti-botnet, and anti-spyware
- Hardware and software firewalls
- Hardware and VPN Encryption
- Process to patch systems in a timely manner
- Written security procedures designed to detect physical and cyber intrusion and protect Company's facilities and computer assets from infection and data breach
- Time restrictions/screen-savers with password required for re-entry
- Regular employee training on both the Security Procedures required under this Agreement and cybersecurity relating to Company's Equipment.

In the event Company's Equipment is compromised or breached, or otherwise used without Company's approval, Company hereby accepts any and all liabilities, losses, injuries and damages suffered by Company and/or any third-party, including Bank, involving or arising from a use or misuse of a Service or transactions accomplished through a Service; and Company shall defend and hold Bank harmless from any and all liability, expense and cost.

4.2 Company is solely responsible for the fidelity and trustworthiness of all employees, former employees, Administrator, Authorized Representative, agents and representatives who access or use a Service, whether with Company's knowledge or consent or without Company's knowledge or consent through access gained improperly or in excess of their authority. Bank is not responsible for any loss, injury or damages caused by Company's Administrator, Authorized Representative, employee, representative or agent's negligent, fraudulent or dishonest use of the Service(s), or caused by the same persons' failure to faithfully or competently act in Company's best financial or reputational interests in any way associated with the Service(s) or Company's Equipment.

5. **Online Banking Security Procedures.**

5.1 Online Banking and every Service that allows Company to direct Bank to debit an Account to transfer funds to or from a different financial institution or to pay a third-party, shall be subject to the Security Procedures as described in this Section of the Terms and Conditions. In addition, all procedures contained in a User Guide for a Service and the Bank's Funds Transfer Policy, as applicable to a Service, shall collectively be the "**Security Procedures.**" At all times during Company's use of a Service provided through the Agreement, Company acknowledges and agrees with respect to the Security Procedures (each to the extent applicable to the Service):

5.1.1 Company agrees to be bound by any instruction to transfer funds to a different financial institution or to pay a third-party (including transfer requests, Bill Pay payment requests, stop payment orders and, requests for cancellation or amendment) (collectively "**Payment Orders**") accepted by Bank in connection with an enrolled Service (i) if the Bank receives the same from Company or person authorized to act for Company under the law of agency, or (ii) if the same is received by Bank in compliance with these Security Procedures, regardless of whether or not Company,

Administrator or an Authorized Representative intentionally or knowingly authorized or approves the instruction.

5.1.2 Company agrees and acknowledges that the Security Procedures provide a commercially reasonable method for the verification of the authenticity of Payment Orders received by Bank in the purported name of Company as sender or originator. Further, Company agrees: It expressed its wishes, if any, regarding security procedures and Company disclosed its perceived circumstances, including the size, type and frequency of Payment Orders normally issued by Company; If Bank offered the ability to select among alternative Bank-offered security procedures, then Company made the informed decision to choose the security procedures that it deems most appropriate; and after Company's own due diligence, Company accepts the Security Procedures as appropriate and satisfactory for the Company for the Services.

5.1.3 Each time Company uses the Services, Company separately warrants that Bank's Security Procedures provide a commercially reasonable method for the verification of the authenticity of Payment Orders. To the extent a Service permits Company, Administrator or Authorized Representative to set transaction limitations and/or establish internal controls, Company agrees that its failure to set such limitations and implement such controls increases Company's exposure to, and legal and financial responsibility for, unauthorized transactions.

5.1.4 Company acknowledges that Bank is not an insurer against fraud or misconduct. Bank has not represented, and does not warrant or promise, that the Security Procedures will prevent in any or all cases fraudulent, criminal or erroneous transactions affecting the Company's Account(s) at Bank. The Company acknowledges that the limited purpose of the Security Procedures is to serve as the Parties' established criteria upon which Bank is entitled to rely as conclusive proof of the authenticity of Payment Orders received at the Bank for the Services selected by Company. The Security Procedures are not intended for the purpose of detecting error in the transmission or content of any Payment Order or other communication transmitted to or received by Bank. No procedure for the detection of any such error has been agreed to by the Bank, unless expressly stated and agreed to within an authenticated document made by both Company and Bank. COMPANY AGREES THAT BANK HANDLES LARGE NUMBERS OF PAYMENT ORDER COMMUNICATIONS. CONSEQUENTLY, BANK CANNOT AND WILL NOT EXAMINE ANY PAYMENT ORDER FOR ACCURACY AS TO PAYEE, AMOUNT, OR OTHER CHARACTERISTIC, EXCEPT AS MAY HAVE BEEN OTHERWISE AGREED TO BY BANK IN WRITING; AND THAT IN SO PROCESSING PAYMENT ORDERS AND TRANSMITTING ENTRIES OR FUNDS TRANSFERS BANK WILL BE DEEMED TO HAVE ACTED IN GOOD FAITH AND TO HAVE EXERCISED ORDINARY CARE.

5.1.5 If Company knows or suspects that the Security Procedures, in whole or in part, have been or are breached or violated, then Company shall immediately notify Bank in writing of any such breach or violation. Company's notification relating to such a breach or violation, or Company's notification of an erroneous or fraudulent

instruction, must be received by Bank at a time and in a manner affording Bank a reasonable opportunity to act before a Payment Order is accepted or executed.

5.1.6 If at any time Company refuses to accept or carryout any part of the Security Procedures, Company acknowledges and agrees (each to the extent applicable to the Services): That the waived or refused part of the Security Procedures was a material component of the Security Procedures offered by Bank; that Bank warned Company against the subject waiver or refusal; that Company's conduct effects a knowing amendment of the Security Procedures which will be subsequently legally binding upon Company; that Company assumes all legal and financial risk of loss whenever proceeding with a Service thereafter; and that Company has made its election based solely on its own perception of greater convenience for itself, to reduce Company's costs and/or for other reasons benefitting Company. Further, if Company fails to properly implement or follow any part of the Security Procedures, then at the election of Bank, Company shall be deemed to have accepted the Security Procedures as modified by the Company's act, error or omission as a binding and commercially reasonable method for authenticating all instructions and Payment Orders accepted by Bank during the relevant time period(s); or alternatively. Company shall have materially breached this Agreement and/or Related Agreements, without Bank being on notice of the same contractual misconduct, for all instructions and Payment Orders accepted Bank during the relevant time period(s).

5.2 In conformance with the Agreement and Related Agreements, these Security Procedures primarily apply to Payment Order instructions received at Bank through Online Banking. Payment Orders or instructions communicated to Bank under the Services Bank offers through its Online Banking, are governed by other contractual documents. Payment Orders or instructions communicated to Bank by other methods of communication, such as in-person, by telefax/facsimile, writing or orally by telephone, are also governed by the Bank's Funds Transfer Policy.

5.3 "Multifactor Authentication" shall mean Company's required use of Access Credentials and other means of verifying a user, in combination as the Bank and Company have agreed herein, in order for Company to communicate a Payment Order instruction to Bank and which Bank shall rely upon to authenticate a Payment Order instruction under a Service. Multifactor Authentication is required for logging onto the Bank provided Services through which Company, including Company's Administrator and Authorized Representatives, communicates Payment Orders, orders and other instructions to Bank.

5.3.1 Access credentials ("**Access Credentials**") are one or more identification numbers, passwords, and/or other means of unique identification as has been provided to Company and its Authorized Representatives by Bank. Access Credentials must be possessed by, known to and communicated as needed for a Service by each of Company's Authorized Representatives to access many of the Services, including the communication of Payment Orders. Company and its Authorized Representatives are solely responsible for safeguarding and confidentially handling all Access Credentials. Company will be solely responsible for determining which of its employees, agents or

Authorized Representatives shall receive Access Credentials, shall properly and promptly inform Bank of the same and that the persons to whom Access Credentials are issued shall thereafter be Authorized Representatives of Company for any act, error or omission by the same person through use of the Access Credentials in connection with any of the Services. The Administrator is responsible for reporting in a timely manner to Bank in writing any Access Credentials that have been compromised or have become known to any unauthorized third-party. The Administrator shall timely advise Bank in writing of any Access Credentials associated with an Authorized Representative who is terminated by Company or whose job duties have changed such that the employee no longer is an Authorized Representative of Company or an Authorized Representative in connection with one or more of the Services. Bank may require Company to change Company and its Authorized Representatives' Access Credential(s) at any time, upon demand. Bank may deny access to a Service to Company or any of its Authorized Representatives without prior notice if Bank is unable to confirm (to its satisfaction) any person's authority to use or access the Services or if Bank believes such action is necessary to protect the interests of Bank. In the event Company or its Authorized Representatives establish their own usernames and/or passwords, they shall do so as required under the Agreement and Related Agreements and shall securely maintain them thereafter as required therein.

5.3.2 "Surekey" means that Company agrees to and shall enroll in the Surekey functionality, as described in the Online Banking User Guide, by which Company consents that an out-of-band communication protocol will be used for any Payment Order instruction for external funds transfers between Company's linked accounts, to or from an Account at Bank and a Company account at a different financial institution.

5.3.3 "Recognized Device" shall mean an electronic communication device, such as a computer terminal, tablet or personal communication device, for which an IP address is registered and made known to Bank. Company shall only use a Recognized Device to send Payment Order instructions under the Bill Pay Service.

5.3.4 "Security Questions" mean an agreed upon list of user-specific questions and answers that may be randomly presented to an Authorized Representative who attempts to communicate to Bank a Payment Order instruction under the Bill Pay Service. Company agrees that Bank's employment of Security Questions to confirm the identity of the Company's Authorized Representative who logs on from a device that is not a Recognized Device, along with a user's proper submission of Access Credentials, is a commercially reasonable alternative security procedure for authenticating Payment Order instructions under the Bill Pay Service, which is agreed to by Company for its own needs and convenience. Company agrees that the repetitive use of the Security Questions over time, for each and every log on event made from a non-Recognized Device, is requested by Company for its own convenience and desires.

5.4 The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

6. **SMS/Text Messages Disclosures.** “SMS/Text Messages” means electronic communications on or through a wireless device or other equipment via a Short Message Service protocol, which is commonly referred to as “text messaging,” from us to a U.S. mobile number you have provided and verified for such purposes. You may elect to receive from us or our third-party vendors certain alerts, such as fraud alerts, and Security Procedures authentication information concerning your Services, as applicable, via SMS/Text Messages. Message frequency may vary. Your actual time to receive SMS Text/Messages may be dependent on your wireless service and coverage at your location. You understand that your wireless service provider’s message and data rates may apply to messages sent and received in connection with SMS/Text Messages, and may appear on your wireless service provider’s bill or deducted from your pre-paid wireless balance, as applicable. You may cancel your option to receive SMS/Text Messages from us at any time by replying "STOP" to any SMS/Text Message you receive from us or by texting "STOP" to 18593591082, and you understand that, for your protection, you may receive a SMS/Text Message on your designated phone number confirming your cancellation. In the event you terminate SMS/Text Message functionality, but do enroll for the email transmission of communications, then you agree that we are not responsible for subsequent damages or losses you incur that could have been avoided if SMS/Text Messaging had remained in place for your Services. If you require information or assistance, reply "HELP" to any text message you receive from us or text "HELP" to 18593591082, or call Customer Support at the following toll-free number: 800-637-6884.

7. **Changes to and Interruption of the Services.** Bank may on a regular or as needed basis perform maintenance with respect to the system on which the Online Banking Services are made available which may result in interrupted service or errors in the Online Banking Services. Bank also may need to change the scope of the Online Banking Services from time to time. Bank will attempt to provide prior notice of such interruptions and changes, but cannot guarantee that such notice will be provided. If access to the Online Banking Services is interrupted or unavailable through use of Company’s computer and modem, Company should call Bank for assistance in obtaining access. Bank has the right to change Equipment specifications.

8. **Additional Services.** Subject to the provisions of the Agreement, and if indicated in your Agreement additional Services modules can be used by Online Banking users to:

8.1 give an order to us to make an external transfer;

8.2 give an order to us to make a Bill Payment instruction from an Account;

8.3 give an order to deposit a Check via your enrolled mobile device.

9. **Limitations and other Terms and Conditions applicable to Online Banking and Mobile Banking.** The following limitations and other terms and conditions apply to transfers of funds requested by orders that are given through Online Banking and Mobile Banking.

9.1 Transfer of funds or payments ordered through Online Banking or Mobile Banking may be refused if there are restrictions on your right to withdraw funds from the account from which the transfer is to be made (for example, if two or more signatures are required on checks or withdrawals written on the account).

9.2 Any transfer of funds or payment ordered through Online Banking or Mobile Banking will be subject to the funds being collected and available for withdrawal in the account from which the transfer or payment is to be made.

9.3 When any order to us to make a transfer of funds or payment given through Online Banking or Mobile Banking exceeds the amount of money available for withdrawal from the account, we can either (i) make the transfer or payment, in which case you will be liable for the excess, or (ii) refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available under your Deposit Account Rules and Regulations.

9.3.1 For reasons of security, we can, at any time and without prior notice, refuse to honor any instruction to us to make a transfer of funds or payment through Online Banking or Mobile Banking. For example, we can do so if, for reasons of security or we believe that it is advisable to limit the dollar amount or frequency of transfers of funds or payments ordered through Online Banking or Mobile Banking.

9.3.2 We can, at any time and without prior notice, refuse to honor any instruction for a transfer of funds or payment through Online Banking or Mobile Banking if the instruction order reasonably appears to be fraudulent or erroneous. Bank, however, has and assumes no duty to examine any instruction communicated to us. Company agrees Bank is not chargeable with knowledge of any instruction's fraudulent intent or origination or an erroneous characteristic unless the Bank has actual knowledge of the same, as actual knowledge is identified under the UCC. No procedure for the detection of any such error has been agreed to by the Bank, unless expressly stated within the Agreement.

9.3.3 When an order for a transfer of funds from any of your loan accounts given through Online Banking or Mobile Banking is to be charged against the Account, if the amount of the transfer exceeds the amount of credit available under the Account, we can either (i) make the transfer, in which case the amount of the transfer will be considered to be credit extended under the Account, or (ii) refuse to make the transfer. In either case, you will be liable for any applicable fee.

10. Limitations and other Terms and Conditions applicable to Online Banking and Mobile Banking and Additional Services transactions. The following limitations and other terms and conditions apply to transfers of funds requested by orders that are given through Online Banking and Mobile Banking.

10.1 Any transfer of funds from any of your loan accounts ordered through Online Banking or Mobile Banking will be subject to collected funds being available in the account when the order to transfer is to be charged against the account.

10.2 When an order for a transfer of funds from any of your loan accounts given through Online Banking or Mobile Banking is to be charged against the account, if the amount of the transfer exceeds the amount of credit available under the account, we can either (i) make the transfer, in which case the amount of the transfer will be considered to be credit extended under the account, or (ii) refuse to make the transfer. In either case, you will be liable for any applicable fee.

10.3 Any orders for funds transfers from or to external accounts or external loan accounts and, unless otherwise indicated by you, the transmission and issuance of data related to such transfer orders, shall be received pursuant to the Agreement, Operating Rules of NACHA and any applicable automated clearing house (collectively, the “ACH Terms and Conditions”). You and we agree to be bound by such ACH Terms and Conditions as in effect from time to time. In accordance with such ACH Terms and Conditions, any credit to your internal Account or external Account shall be provisional until such credit has been finally settled by us or the Third Party institution which holds your external Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the account to or from which the transfer was ordered (as applicable), to any of your other accounts, or claim a refund from you.

10.4 Any ACH funds transfer may take up to three (3) Business Days to complete. Funds may not be available for use in the account specified for deposit until the third Business Day after the scheduled transfer date. If the scheduled transfer is on a recurring basis, the transfer will continue until either the specified end date or for the specified number of occurrences. If at the time of the specified transfer, funds are not available in the specified account(s), the scheduled transfer may not be completed and fees for insufficient funds or overdraft may be applied.

10.5 For your internal Accounts that are savings or money market Accounts, there can be no more than six transfers of funds during any monthly period from the Account that are (i) transfer of funds to any other of your internal Accounts ordered through Online Banking, (ii) a transfer of funds ordered through Additional Services, (iii) any other computer transfer of funds to any other internal account or any external account or to a third party, (iv) a preauthorized, automatic or telephonic transfer of funds to any other internal Account or any external account or to a third party, (v) a transfer of funds to a third party via electronic banking card (for example, a transfer of funds to pay the purchase price of goods and services), (vi) a transfer of funds via check, draft or any other order payable to a third party, or (vii) a transfer of funds using mobile banking.

11. **Authorization and appointment of agent.** You authorize us and appoint us as your agent to take on your behalf any action we believe necessary or appropriate to implement any order described in Sections 8 or 9 that is given through Online Banking or Mobile Banking, or to correct any error in crediting or charging any account in connection with any order described in Sections 8 or 9 that is given through Online Banking or Mobile Banking. For example, you authorize us and appoint us as your agent to do the following with respect to actions taken through Online Banking or Mobile Banking.

11.1 Withdraw money from any of your Accounts and deposit the money in any other of your Accounts or external Accounts in order to implement any order to us to transfer funds from the first account to the other account;

11.2 Withdraw money from any of your Accounts or external Accounts and use the money to make any payment under any of your internal or external loan accounts in order to implement any order to us to transfer funds from the internal or external Account to the internal or external loan account;

11.3 Obtain an advance under any of your Accounts or external accounts and deposit the proceeds of the advance in any of your Accounts or loan accounts in order to implement any order to us to transfer funds from the internal or external account to the internal deposit or loan account;

11.4 Withdraw money from any of your Accounts in order to implement any order to us to transfer funds from the Account via ACH given through Business Online Banking ACH Modules Additional Services to an external Account.

11.5 Our withdrawal of money from any of your Accounts or our obtaining of an advance under any of your loan accounts under the authority given and the appointment as your agent will be as effective as though you had signed a check withdrawal form or other document to make the withdrawal of to obtain the credit.

12. **Execution of Payment Orders or Transfers through Online Banking.** If we receive an order for a funds transfer or a payment through Online Banking` that has been verified according to Security Procedures, you authorize and direct us to debit your account(s) as listed on the Agreement and transfer the funds. We may handle transfer requests or requests for payment received from you and other customers in any order selected by us, subject to our processing order applicable to your Account, and we may use any means, intermediaries or funds transfer systems which may have operating Terms and Conditions governing the execution of payment orders or funds transfers to affect the transfer as we, in our sole discretion, shall determine.

13. **Use of Identifying Numbers.** In the event an order for a funds transfer or a payment through Online Banking identifies a payee, payee's bank or intermediary bank inconsistently by name and an identifying number (such as account number, ABA routing number or universal identification number), payment may be made by the intermediary or payee bank on the basis of the identifying number, even if the identifying number identifies a person or entity different from the named payee in your funds transfer or payment order and your obligation to pay the payment order shall not be excused by your error. We will rely on the identifying number as proper identification of a payee.

14. **Consumer Accounts.** Consumers accessing Consumer Accounts using Online Banking or Mobile Banking.

14.1 **Consumer's Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your PIN/Password/User ID has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account

to which you have access to Online Banking Services, plus your maximum overdraft limit or the balance in any other account connected to your account for overdraft protection. In case of errors or questions about Online Banking transactions, promptly call us at 1-800-637-6884.

14.1.1 Also, if your statement shows transfers that you did not make, including those by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

14.2 For more information on your rights and obligations concerning unauthorized or erroneous transactions, please refer to Central Bank & Trust's Electronic Fund Transfer Disclosures and Agreement (EFT Agreement), which is an Account disclosure, provided to you when you opened your Consumer Account. If you need another EFT Agreement, call us at 1-800-637-6884.

14.3 Limitation of Services. By your accessing Online Banking for your Consumer Account, you acknowledge that your online banking services are limited, and subsequent disclosures issued by us, including but not limited to periodic statements and notices, including any change in terms, will be delivered to you by U.S. Mail including, but not limited to, a paper statement. Any Account fees associated with paper statements, as disclosed in your Account disclosures, will apply. You may also be limited in the use of other services generally available on our consumer online banking platform.

14.4 Consumer Information Privacy. The Central Bank & Trust Privacy and Security policies explain how we collect and protect personal information and how and why in certain limited cases we may share such information. Please review such disclosures, found at www.centralbank.com/privacy-security.

15. **Notice of loss, theft, unauthorized use or error.** If you believe, or any individual acting on your behalf in connection with Online Banking and the Additional Services believes, that any of your Access Credentials have been lost or stolen, that any transaction involving any of your Accounts or any of your internal loan accounts may have been or may be made without your authorization or that we may have made an error with respect to any of your Accounts or any of your internal loan accounts, you or that individual must contact us immediately. You or that individual should contact us as follows:

Telephone:
1-800-637-6884

Or write to:

Central Bank
Attention: Internet Banking
P.O. Box 1360

Lexington, KY 40588-6884

centralnet@centralbank.com

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement, telephone us at the number in this section and ask for Customer Service or write to us at the address listed in this section as soon as you can. We must hear from you no later than 30 days after we sent you the first statement on which the problem appeared.

- Tell us your name and address.
- Tell us the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information.

B. Bill Payment Services.

1. **General Provisions:** If Company has elected, and Bank has agreed, to the online Bill Payment Services, Company will use the Service to direct Bank to make payments from your designated Account(s) to the Payees you choose in accordance with the Services. The terms and conditions of this agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your account.

2. **Service Fees:** You must pay us each fee that we impose for the use of Bill Payment Services disclosed and imposed at the time of the Service.

3. **Linked Accounts:** The Bill Payment Service can schedule payments from your internal Accounts, including checking or money market accounts.

4. **Single Payments:** A single payment is a one-time payment to your Payee as you direct and will be processed on the Business Day that you designate as the payment's processing date, provided the payment is submitted prior to 4:00 p.m. Eastern Standard Time.

4.1 A single payment submitted after the cut-off time on the designated processing date will be processed on the next Business Day. If you designate a non-Business Day as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

5. **Recurring Payments:** A recurring payment may be established for those payments that do not fluctuate per frequency and amount. When a recurring payment is processed, it is automatically rescheduled by the Bill Payment Services. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-Business Day, it is adjusted based upon the following rules;

5.1 If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

5.2 If the recurring payment's "Pay After" option is selected, the processing data for the new occurrence of the payment is adjusted to the first Business Day after the calculated processing date.

5.3 If the recurring payment's date specifies the 29th, 30th, or 31st of the month as the processing date, and that day does not exist, then the last calendar of the month is used to calculate the processing date.

6. **Form of Payment:** You authorize us to make payments in the manner we select from the following methods:

6.1 Electronic transmission. Most payments are made by electronic transmission. A payment by electronic transmission can be modified or canceled provided you access the Service prior to 4:00 p.m. Eastern Standard Time on the Business Day that the payment is going to be processed. Once an electronic transmission payment is in-process, it cannot be canceled or amended.

6.2 Corporate check – This is a check drawn on our account or the account of our vendor that will be created payable, and which will be delivered, to a Payee you identify. If a Payee on a corporate check fails to negotiate the check within ninety (90) days, we will stop payment on the check and re-credit your Account for the amount of the payment. If a corporate check is returned to you prior to the end of the ninety (90) day period, please inform us immediately so that we can stop payment on the check and re-credit your Account. If we have elected to deliver payment by corporate check, you may request that we place a stop payment on that check, which we shall make reasonable efforts to accomplish, provided that the corporate check has not yet been presented to us for collection or payment. In the event we honor your stop payment instruction regarding a corporate check, you agree to indemnify us for the face amount of the instrument and any consequential damages in the event a holder in due course of the same instrument demands payment under the corporate check.

7. **Termination:** We have the right to terminate your Online Bill Payment Services at any time. These Services may be terminated without prior Notice. You remain obligated for those payments initiated on your behalf prior to Termination.

8. **Liability:** You are solely responsible for controlling the safekeeping of, and access to, you Online Banking Access Credential, which are used to access the Bill Payment Services. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us immediately. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. We are not liable for

any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a bill payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

C. Mobile Remote Deposit Capture Service.

1. The Mobile Remote Deposit Capture Service (“**Mobile Deposit**”) allows Company to deposit certain Checks, being defined below as “Eligible Items”, to Company’s Accounts at Bank through means of a Company, or one of Company’s Authorized Representative’s, camera enabled mobile device(s) capable of capturing images and required visual information and then electronically delivering the Check’s image and associated deposit information to the Bank or the Bank’s designated processor. The mobile imaging device or cell phone must have the capability to (a) capture an image of the front and back of each check to be deposited in accordance with the Procedures; (b) read and capture the magnetic ink character recognition (“**MICR**”) line on each check; and (c) read and capture all such other data and information as is required by this Agreement or Federal Reserve Regulations for the processing of these check images for payment. The Bank currently agrees to provide the benefits and convenience of the Services to Company at no cost. The Bank reserves the right to charge fees for Mobile Deposit services in the future in our sole discretion. To use Mobile Deposit, Company must be a Bank Account holder.

2. “**Eligible Items**”: Company agrees to use the Service for Eligible Items only, which will be only Checks made payable to Company as the maker’s listed payee. Company agree that the image of the Check(s) transmitted to the Bank for deposit under the Service shall be deemed an “item” within the meaning of the UCC. The following are items that Company agrees it will not submit and that cannot be tendered to Bank for collection through the Mobile Deposit Service: a) Checks payable to any person or entity other than Company; b) Checks written on any account that Company owns or is an authorized signor upon; c) Checks containing any alteration of any term of which Company knows or should have known, or which Company believes or knows, or should have known, to be fraudulent or not authorized by the owner of the account on which the Check is drawn; d) Any Checks that are not in original paper form bearing the maker’s original signature, such as, for example, substitute checks or remotely created checks; e) Checks that are stale dated as defined by being made more than six (6) months prior to the date of deposit; f) Checks that are postdated and/or display a future date; g) Checks written on an account at a financial institution located outside the United States; h) Checks not payable in United States currency; i) Checks that are otherwise not acceptable for deposit or collection under the terms of Company’s Account with Bank; and j) All other items that are not Checks. No Check may be presented through this Service, and is not an Eligible Item, if the face amount of the instrument is in an amount of \$5,000.00 or greater.

2.1 Any Check that Company attempts to deposit using the Mobile Deposit Service is subject to verification or rejection by Bank. Bank may reject an item tendered for deposit for any reason and will not be liable to Company for doing so. In case of a rejection of a Check under this Service, Company will need to deposit the item using other means, such as visiting one of Bank's banking centers. Items and Checks presented for negotiation or deposit at a banking center shall be handled by Bank under the terms and conditions of the Company's Deposit Account Rules and Regulations.

3. **Image Quality:** The image of an item transmitted to the Bank using the Mobile Deposit Service must be legible and contain images of the front and back of the Check and otherwise satisfactory to Bank in quality. The image quality of the represented Check must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association whose instrumentality is associated with a transaction. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: a) the amount of the Check (both written and numeric); b) the payee; c) the signature of the drawer (maker); d) the date; e) the Check number; f) the information identifying the drawer; g) the paying financial institution that is preprinted on the Check including the MICR line; and, h) all other necessary information appears on the Check and is captured in the image of the Check presented to Bank (including all information necessary for the Bank's acceptance and negotiation for collection appearing on the front of the Check and a restrictive endorsement and payee's endorsement applied to the back of the Check).

4. **Company's Responsibility:** Company is solely responsible for the quality, completeness, accuracy, validity and integrity of the Check and the image of the Check communicated to Bank. Company is solely responsible if Company, intentionally or unintentionally, submits fraudulent, incorrect, illegible or non-negotiable Checks to Bank. Company is liable for any act, error or omission of an Authorized Representative in connection with this Service, including but not limited to an Authorized Representative's breach of the terms of this Service.

5. **Endorsements and Procedures:** Company agrees to place on the backside of each Check processed for collection at the Bank through this Service a restrictively endorsement which reads "Mobile Deposit to Central Bank", or words to that effect as satisfactory to Bank. Endorsements must be made on the back of the Check within 1&1/2 inches from the top edge, although Bank may accept endorsements outside this space. Any loss Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Company will be Company's responsibility. Bank may reject any Check payable to co-payees, even if Company is one of the payees listed on the face of the Check. Bank will consider, but is not obligated to accept, Check's listing Company as one of the co-payees, provided a) the image of the Check presented to Bank under the Service contains the legible signature endorsement of all co-payees to the instrument, including Company; and b) contains a restrictive endorsement above the co-payees signatures which reads "Mobile Deposit to account of _____ [Company's full name]". If Company is a sole proprietorship, Checks written as payable in the name of the individual owner of Company may be deposited to Company's Account at Bank through this Service so long

Checks are presented in compliance with the Service's terms and conditions. Company agrees to comply with any and all other procedures and instructions for use of the Mobile Deposit Service as the Bank may establish from time to time, such as within any applicable Users Guide (the "**Procedures**").

6. **Cut-off Times for Deposits:** Deposits made via Mobile Deposit must be made before 7:00 PM Eastern Standard Time on a Business Day in order to be considered deposited same day. Deposits made after 7:00 PM Eastern Standard Time on a Business Day will be considered deposited the next Business Day.

7. **Receipt of Items:** Bank reserves the right to reject any item transmitted through Mobile Deposit, at Bank's discretion, without liability to Company. Bank shall not be responsible for items Bank does not receive or for Check images that are dropped during transmission. An image of an item shall be deemed received when Company receives a confirmation from Bank that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Processing and/or transmission errors can occur after Bank acknowledges receipt that may impact transaction completion. Following receipt of such confirmation, the Bank will process the image by preparing a "substitute check" or clearing the item as an image.

8. **Availability of Funds:** Once deposited, subject to the cut-off time described above, our policy, in most cases, is to make funds from Company's Check deposits available to Company on the second Business Day after the day Bank receives the Check in compliance with this Service, unless a different or longer time period is required under Company's Account Rules and Regulations' Funds Availability Policy or should Bank decide to apply a longer hold period due to Company's history of repeated overdrafts or grounds that Bank reasonably believes affects the ultimate collectability of the Check. In all cases, Company will receive full availability of the funds memorialized in Checks accepted by Bank under this Service by the seventh Business Day after Bank accepts the Check for deposit. If Company's Account has been open 30 days or less, however, Company may not receive full availability until the ninth Business Day after the day of deposit.

9. **Disposal of Transmitted Items:** After Company receive confirmation that Bank has received and accepted an image of a Check under this Service, and once Company receive full credit for the Check as manifested in Company's Account balance as communicated by Bank, Company must and shall prominently marking the original Check "VOID" and then destroying that same Check by cross-cut shredding or another commercially acceptable means of destruction. Destroying the Check prevents it from being presented for deposit another time. After destruction of the original Check, the image will be the sole evidence of the original instrument. Company agree that Company will never re-present the original check, nor give the original Check to anyone else for any purpose other than its destruction.

10. **Returned Deposits:** Any credit to Company's Account for Checks deposited using Mobile Deposit Service is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the

drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, Company agree that an original check will not be returned to Company, but that Bank may charge back the amount of the original Check and provide Company with an image of the original Check, a paper reproduction of the original Check or a substitute check. Company will reimburse Bank for all loss, cost, damage or expense caused by or relating to the processing of the returned item including, but not limited to, any reasonable attorney fees incurred. Without Bank's prior written approval, Company shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to Company.

11. **Mobile Deposit Security.** Company will complete each deposit promptly. If Company is unable to complete Company's deposit promptly, Company will ensure that Company's mobile device(s) remains securely in Company's possession until the deposit has been completed. It is Company's responsibility to establish and maintain procedures to safeguard against unauthorized deposits or use of the Service. Company will notify Bank immediately by telephone at 1-800-637-6884 and with written notice at Central Bank, if Company learn of any loss or theft of original Checks. Company will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. Bank has the right, at its sole discretion, to audit and monitor Company, and Company agrees to cooperate in permitting such monitoring, to confirm that Company has satisfied its obligations under this Agreement.

12. **Deposit Limits.** Bank reserves the right to impose limits on the amount(s) and/or number of deposits that Company may transmit using Mobile Deposit, on a daily or other time limitation, and to modify such limits from time to time in Bank's sole discretion with or without notice. Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon notice to Company via e-mail or the Bank's Web site. If Company attempt to initiate a deposit in excess of these limits, Bank has the right to reject Company's deposit in whole or in part. If Bank permits Company to make a deposit in excess of a limit, such deposit will still be subject to the Mobile Deposit terms, and Bank will not be obligated to allow such a deposit at other times.

13. **User warranties and indemnification.** Company makes to Bank, as the bank of deposit, all warranties and indemnifications as are stated in all Applicable Laws, including but not limited to Regulation CC. Company further warrants to the Bank that: a) Company will only transmit Eligible Items; b) Images will meet the image quality standards; c) Company will not transmit duplicate items; d) Company will communicate to Bank only any Check's image and will not communicate or otherwise convey the same image or electronic data to another financial institution or third-party; e) Company will not deposit or re-present or allow re-presentation of the original item; f) All information Company provide to the Bank is accurate and true; g) Company will comply with this Agreement and the Applicable Laws and regulations; and h) Company agree to indemnify and hold harmless the Bank from any loss or damages Bank may suffer as a result of a breach of this warranty provision. In addition to the foregoing, respecting any Check(s) deposited through this Service by Company, in the event any claim is asserted against a Check by a person or entity alleging to be a holder in due course of any Check(s) deposited by Company under this Service, then Company agrees that Bank is authorized to

immediately debit from the Company's Account, originally credited with the deposit, the face value of the same Check(s) until all claims relating to the Check(s) are resolved to Bank's reasonable satisfaction; and further, Company shall be liable for and will pay to Bank damages in amounts up to the face amount of the instrument, accrued interest, the Bank's own costs and reasonable attorney fees, and all costs and attorney fees which may be awarded to or agreed upon in damages with any holder in due course.

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