



**FIRSTSITE®
COMMERCIAL INTERNET
BANKING
AND MASTER CASH
MANAGEMENT SERVICES
AGREEMENT**



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FIRSTSITE® COMMERCIAL INTERNET BANKING
AND MASTER CASH MANAGEMENT SERVICES AGREEMENT

This FirstSite® Commercial Internet Banking and Master Cash Management Services Agreement (“Agreement”) is made by and between the signor(s) of the FirstSite Commercial Internet Banking and Master Cash Management Services Agreement Authorization (“Authorization”) referred to as “Business Customer”, “you”, and/or “your”, and Firsttrust Bank referred to as “we”, “us”, “our”, and/or “Bank”.

This Agreement covers the use of Firsttrust Bank’s Commercial Internet Banking (“Internet Services”) and Cash Management Services (“Services”) for customers with Commercial Deposit Accounts (“Commercial Accounts”). By executing the Authorization which documents the Services selected and using the Internet Services or Services, you, the Business Customer, agree to the terms of this Agreement. Multiple account holders and other persons authorized by you (“Designated User(s)”) or similar terms used on Attachments, Addendums and Schedules hereto) to access Internet Services or Services are also bound by the terms and conditions contained in this Agreement. Bank shall be entitled to rely on any notice believed by it in good faith to be delivered by one of the authorized representatives whose names and signatures are set forth herein or on any Attachment, Schedule, Exhibit or Addendum hereto.

The terms and conditions in this Agreement are in addition to the Commercial Account Agreement, Commercial Banking Fee Schedule(s) and related disclosures made pursuant to applicable laws, regulations and rules together with any credit agreements you have with us.

I. FIRSTSITE COMMERCIAL INTERNET BANKING®

1. Product. Upon acceptance of your Authorization and FirstSite Enrollment Form (“Enrollment Form”), Bank will provide you with account access to your Commercial Accounts based on your Company Number, Log On ID and Password by use of those Services that you have selected for use via your computer and the Internet. Those Commercial Accounts that you have with us and that you access by using the Service remain subject to the terms and conditions of the agreements and understandings otherwise applicable to them. Any loan or line of credit that you access via the Internet Services will remain subject to the loan agreement and other loan documents that are executed by you in connection with such loan or line of credit. You hereby request and accept each of the Internet Services set out in this Agreement.
2. Equipment. To utilize the Internet Services you must have an appropriate Internet enabled device (referred to as “Equipment”), that meets the minimum specifications and requirements outlined on our website and which are subject to change from time to time. We will notify you by Email in advance if we are going to upgrade or discontinue access based on any such specifications or requirements.

You understand and agree that at your expense it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer and to obtain the necessary telephone line(s) and Internet service provider acceptable to Bank. This includes your responsibility to ensure the ability of the Equipment to accurately process data, including leap year calculations and any time change with regard to daylight savings time and eastern standard time. We are not responsible for errors or delays or your inability to access the Internet Services and Services caused by your Equipment, your internet provider or any form of communications. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment, software not provided by us, telephone line(s) or Internet access, computer virus, message or transfer interception in transit or related problems and hereby release, and agree to indemnify and hold Bank harmless in accordance with the terms of this Agreement. We are not responsible for the cost of upgrading your Equipment to stay current with the Services or Internet Services nor are we responsible in any circumstances for any damage to your Equipment or the data resident thereon.

3. Stop Payments. Stop payment requests on checks you issued will be accepted via Firsttrust Bank’s internet banking service (“FirstSite”) at any time. If you notify us through FirstSite after our regular business hours set forth in the Posting of Transactions Section of this Agreement, any such request will not be acted upon until the next business day. Although we will endeavor to process your request on the date received, we reserve the right to take up to the close of business on the business day following receipt to determine whether we can act on your request.

4. Internet Communications Interruption. In the event that internet communications cannot be utilized by one or both parties for services described in this Agreement or any Schedule, Attachment or Addendum thereto, the party who cannot utilize the Internet shall contact the other party as soon as possible after the problem is identified. Bank and Business Customer will use best efforts to ensure that the services described in this Agreement or any Schedules, Attachment or Addendum thereto can be performed to ensure appropriate processing on the proper day in a method or manner acceptable to Bank in its sole discretion.

II. FIRSTRUST BANK MASTER CASH MANAGEMENT

1. Firsttrust Cash Management Services. You may use the Services described herein and on any Schedules, Attachments or Addendum hereto to request transactions indicated in the Agreement for the accounts which may be accessed as provided herein. The Schedules, Attachments and Addendum referred to in this Agreement and applicable to the services provided to you shall be obtained separately from your Firsttrust account representative. Such Schedules, Attachments or Addendum may be executed concurrently with this Agreement or subsequently. You authorize us to debit or credit your account(s) in accordance with the transactions conducted using Internet Services or Services. You further authorize us to transmit all entries received by us from you in accordance with the terms of this Agreement including any Schedules, Attachments and Addendum hereto and to credit or debit entries to such specified accounts. The Bank may change, add to or decrease Internet Services or Services herein from time to time or may discontinue Services entirely at any time in Bank's sole determination.
2. Commercial Deposit Account. You will maintain at least one Commercial Account with Bank at all times during the term of this Agreement and any Attachments or Addendum thereto. You hereby request that each of your Commercial Accounts with us that are listed on the Authorization, Enrollment Form, Addendum and/or Attachment executed in connection herewith, shall be made available for access through the Services selected by you. We may, without prior notice or demand, obtain payment of any amount due and payable to us under this Agreement by debiting your Commercial Account(s) with Bank or any affiliate of Bank, and shall credit the account(s) for any amount received by us by reason of the return of an entry transmitted by us for which we have previously received payment from you. Such credit shall be made as of the day of such receipt by us. You shall at all times maintain a balance of available funds in the Commercial Account(s) (which may include available overdraft protection or an adequate line of credit) sufficient to cover your payment obligations under this Agreement. In the event there are not sufficient available funds in the account(s) (or available overdraft protection or an adequate line of credit) to cover your obligations under this Agreement, you agree to reimburse us such amount by the next business day but not withstanding the foregoing, we may exercise our Banker's Right of Set Off and may debit any account maintained by you with Bank or any affiliate of Bank, or we may set off against any amount Bank may owe to you, in order to obtain payment of your obligations under this Agreement.
3. Limitations on the Use of Firsttrust Bank's Cash Management Services. You may be denied the use of the Services (including Internet Services) and/or Bank will not be obligated to complete transfers to or from your Commercial Account if: (1) you do not have adequate funds available in your account or available overdraft protection or an adequate line of credit or have not posted such other collateral satisfactory to Bank in its sole discretion; (2) a debit entry authorization has been revoked; (3) you do not enter or provide such information as Bank may request; (4) your request was incomplete, inaccurate or was not otherwise in accordance with the documentation, procedures or instructions pertaining to the Services and provided by Bank from time to time; (5) withdrawals for any of your accounts have been prohibited by a court order or other legal process; (6) it would possibly result in Bank being in violation of any applicable state or federal law, rule or regulation; (7) you shall be in default under this Agreement; or (8) we had a reason to believe that a transaction request was fraudulent or not properly authenticated. Should we, at our sole option, elect to honor a transfer request against insufficient available funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees, interest, penalties and charges that may be assessed against any of your Commercial Accounts. There is a limit on the number of denials permitted and your access to the Services may be terminated if you exceed these limits. The number of attempts permitted is not revealed for security reasons.

PLEASE NOTE: PAYMENTS AND/OR THE TRANSFER OF FUNDS MADE THROUGH FIRSTRUST BANK'S SERVICES AND INTERNET SERVICES REQUIRE SUFFICIENT TIME FOR THE PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID LATE CHARGES AND/OR OTHER PENALTIES BY THE PAYEE, YOU MUST SCHEDULE A PAYMENT AND/OR TRANSFER OF FUNDS SUFFICIENTLY IN ADVANCE OF THE DUE DATE OF SUCH PAYMENT AND/OR TRANSFER OF FUNDS. WE CANNOT GUARANTEE PROMPT RECEIPT AND

PROCESSING OF PAYMENTS BY PAYEES. WE SHALL NOT BE RESPONSIBLE FOR ANY CHARGES OR PENALTIES IMPOSED OR CLAIMS MADE OR OTHER ACTION TAKEN BY A PAYEE RESULTING FROM A LATE PAYMENT AS A RESULT OF ANY CONDITION DESCRIBED IN THE SECTION OF THIS AGREEMENT TITLED "LIMITATION OF LIABILITY".

4. Electronic Services. The Services listed below are available through various electronic means. Such Services may be modified, added to, reduced from time to time or may be terminated entirely at Bank's discretion.

(a) E-mail. You agree to provide us with your email address on the appropriate Enrollment Form. Either of us may use the Services to communicate electronically with each other by sending e-mail messages. HOWEVER, IF YOU NEED TO CONTACT US IMMEDIATELY (FOR EXAMPLE TO REPORT AN UNAUTHORIZED TRANSACTION IN AN ACCOUNT), YOU MUST CALL US AT ONCE USING THE TELEPHONE NUMBER IN THE NOTICES SECTION OF THIS AGREEMENT.

You hereby agree not to use e-mail for the transmission of any confidential information (including bank account or debit card numbers, Identification Code(s) and Password(s)) and not to give instructions to change or confirm your Identification Code(s) or Password(s). YOU FURTHER AGREE NOT TO SEND ANY REQUEST FOR TRANSFER OF FUNDS VIA E-MAIL MESSAGES.

(b) Account Inquiry. Your Designated User(s) may request and receive all account information about one or more specified Commercial Accounts, including account balance, statements, reconciliation, importing and exporting data, and all other information about activity associated with the Commercial Accounts.

(c) Funds Transfers (Bank accounts). Your Designated User(s) may use the Internet Services or Services to request transfers between those Commercial Accounts to which the Designated User has authorized access; or request that we deduct funds from a commercial deposit account and apply those funds as payment to reduce a loan account, provided that the Designated User has authorized access to both Commercial Accounts and your available balances are sufficient to cover such transfer.

(d) Wire Transfer. If you duly executed and delivered to us the separate Wire Transfer Agreement, your Designated User may transmit the data necessary to effect wire transfers from an Account to which that Designated User has authorized access and has funds available, and will continue to have funds available after the transfer is processed.

(e) Automated Clearing House Origination ("ACH"). If you properly authorized Bank to provide Automated Clearing House ACH Origination Services, you may use the Services to transmit ACH files to us for submission to the ACH system, subject to the Cut-Off-Hour for the posting of transactions and the provisions of any related Agreements or Attachments or Schedules. You agree to comply with and be bound by the operating rules of the National Automated Clearing House Association ("NACHA") ("Rules") as amended from time to time. You may purchase the Rules and update service by following the instructions at <http://www.nacha.org>.

(f) eCheck transactions. Business Customers can use the ACH network to electronically collect funds based on paper checks from consumers as well as using telephone and internet initiated entries. You agree to comply with the Rules and other regulatory requirements applicable to each type of transaction made available to you. Examples of the available transactions include:

- Accounts Receivable Entries (ARC). The ARC is a one-time ACH debit entry transaction drawn on a consumer's account, which can be initiated by Business Customer for purchases or payments that are made by a consumer who mails a check to the Bank via the US mail or by placing the check in a drop-box. It only applies to consumer checks that are sent directly for a remittance payment.
- Point of Purchase (POP). Originators of POP entries must obtain the consumer's written authorization prior to initiating a debit entry under this application. Although the Rules do not prescribe specific authorization language for the point-of-purchase application, the authorization must conform to the requirements of the Rules.
- Re-Presented Checks (RCK). The Rules permit the ACH Network to be utilized to transmit ACH debit entries in place of a paper check after the paper check has been returned for insufficient or uncollected funds.
- Telephone Initiated Entries (TEL). The Rules permit an Originator of a Single Entry consumer debit transaction to obtain the consumer's authorization for a debit entry, including the banking information, orally via the telephone.

- Internet Initiated Entries (WEB). This allows a Single Entry consumer debit transaction to be initiated by a consumer through an Originator's website.
- (g) Lockbox. If you have properly authorized Bank to provide Lockbox Processing Services, you may use this Service to reduce float and obtain timely and accurate information regarding the retail and commercial payments processed. In addition, if you properly authorized Bank to provide Accounts Receivable Entry Services in addition to Lockbox Processing Services, we will convert the checks received from certain of your retail customers to ACH transactions which may further reduce float.
 - (h) Positive Pay. If you properly authorized Bank to provide Positive Pay Services, the opportunity for fraud regarding checks drawn on your checking accounts may be reduced.
 - (i) Re-Present Checks via ACH (RCK). If you properly authorized Bank to Re-Present Checks via ACH in addition to Automated Clearing House ACH Origination Services, retail checks meeting certain conditions returned for non-payment may be re- presented via ACH. This may improve the likelihood and timeliness of collection.

III. GENERAL PROVISIONS

1. Fees and Charges. You agree to pay and hereby authorize us to charge any of your Commercial Accounts for the charges or transaction fees or penalties which are charged by us or other entities involved in the providing of the Services or Internet Services including those Services and Internet Services which may later be offered as such fees, charges or penalties may be imposed or changed from time to time. Such fees are described in Commercial Banking Fee Schedule(s), Attachments and/or other Schedules for Services. Bank may change its fees from time to time without prior notice to you. Any present or future sales, use, excise, value added, utility or other similar taxes or excise imposed by a governmental entity or penalty relating to the Internet Services or Services provided for herein shall also be paid by the Business Customer.
2. Financial Statement. If requested by Bank, Business Customer will provide Bank with one copy of Business Customer's annual report (financial statement).
3. Insurance Coverage. During the full term of this Agreement (including any Attachments, Addendum and Schedules thereto) and any extensions or renewals thereof, you agree to cover the contractual liabilities assumed under this Agreement with fidelity and errors and omissions insurance coverage in an amount reasonably satisfactory to us. This is to cover (at a minimum) losses due to the action or inaction by any person, authorized or not, who had access to your computer systems and/or passwords. Bank shall be named as an additional insured on such policies. A certificate of insurance shall be furnished to the Bank's insurance coordinator upon request.

The insurance policies requested regarding the above coverage may not contain any material exclusions or deductibles. The insurance companies shall have received a current rating of A VIII or better by A. M. Best.

4. Records. Neither the Services nor any related User Guide provided by Bank will relieve you of any obligation imposed by law, regulation, rule or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices customarily followed by businesses similar to yours. Business Customer assumes entire responsibility for the accuracy and authenticity of any and all records, files and reports in whatever form or method of delivery, and Bank shall be held harmless against all claims resulting from Bank's reliance on such records, files and reports furnished to Bank. You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, entry or other order affecting any Commercial Account you have with us until fifteen (15) calendar days after we receive such deposit, transmission, file, entry or other order.
5. Use of the Identification Codes and Passwords. The Identification Code(s) and Password(s) provided with Services and Internet Services act as the signature of the owner of the Commercial Account. The Identification Code(s) and Password(s) identify the user of Services or Internet Services as an individual who is authorized to conduct transactions regarding the Bank account(s) and validate the directions given just as the actual signature and other proof of identity validates the directions of the Commercial Account owner. You will be required by us to change the Password after the initial Log-In to the Services or Internet Services and you agree to establish a unique identification code and Password for each Designated User according to prudent procedures and to develop adequate internal procedures to prevent disclosure of such identification to other persons and the unauthorized use of the Services.

Your Identification Code(s) and Password(s) are personal and confidential to the signatories and/or Designated Users of the Internet Services and Services on the Commercial Account. The use of the Identification Code(s) and Password(s) with the Internet Services and Services is a security method by which we are helping you to maintain the security of your Commercial Account. You are responsible for the unauthorized use and/or misuse of the Services by any person. You agree that the use of Identification Code(s) and Password(s) is a commercially reasonable security procedure to verify the authenticity of any instruction, transfer or other transaction relating to any account of yours delivered to us via computer. Bank is not responsible for any breach of security caused by your failure to maintain confidentiality of your Identification Codes and Passwords and to delete access to personnel who are no longer designated users therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR IDENTIFICATION CODES AND PASSWORDS. You agree to immediately change your Password and notify Bank using the contact information in the Notices section of this Agreement in the event of loss or theft of your Identification Codes and Passwords, or if you believe the confidentiality of the Identification Code(s) and/or Password(s) have been compromised in any way, or in the event you learn about a possible or actual use of the Services or Internet Services by an individual who is not a Designated User. Bank will have a reasonable period of time after receipt of such notice to act on it. Bank hereby reserves the right to revoke your Identification Codes and Passwords at any time, and without prior notice to you or any Designated User, in the event Bank believes that there is a threat to the security of the Services or Internet Services or any proprietary and/or confidential Bank information. You also hereby agree not to attempt, in any way, to manipulate, change or alter the Services.

All uses of the Internet Services and Services through Identification Codes and Passwords will be deemed to be authorized by and binding on the Business Customer. Business Customer assumes the entire risk for unauthorized use of Identification Codes and Passwords and any unencrypted electronic transmissions. We assume no responsibility to discover or report to you any possible breach of security or unauthorized disclosure of Identification Code(s) or Password(s) of Business Customer.

Bank shall be entitled to rely on any facsimile notice or other written communication believed by us in good faith to be genuine and to have been signed by an Authorized Signer, Designated User, or other person whose authority and signature are provided in this Agreement, on any Attachment or Addendum hereto, any Enrollment Form and any such communication shall be deemed to have been signed by such person. You hereby confirm the names and signatures of the Authorized Signers, Designated Users or other persons whose authority and signature are provided in this Agreement, Authorization, Enrollment Form and any Schedules, Attachments or Addendum hereto. We may rely on the completed Authorization, Enrollment Form, Schedules, Addendum or Attachments until we receive and have a reasonable opportunity to act on such revised document. We may, at our sole option (but not obligation) verify instructions by calling you at the telephone numbers specified on the Enrollment Form, Authorization or any other document attached hereto.

You shall employ commercially reasonable measures regarding transactions processed over the internet to:

- Provide fraudulent transaction detection systems and/or processes to screen the entries in order to minimize the risk of fraud related to transactions initiated by phone or internet, and
- Verify that routing numbers are valid, and
- Establish a secure internet session with each respective party prior to the key entry by the receiver of any banking information, and
- Use commercially reasonable security technology providing a level of security, that at a minimum, is equivalent to the technology used by the majority of similar businesses, and
- Conduct an annual security audit.

6. Internet Privacy. In an effort to protect the privacy of your Commercial Account information, Bank is committed to using advanced technology on its computer system, including, but not limited to, fire walls and encryption of data. You agree to help in this process by keeping your Identification Codes and Passwords and other identification data private and by maintaining the Equipment so that others cannot access your financial information. You acknowledge that all communications sent and/or received via email are not necessarily private or secure. You hereby consent to the level of security outlined above and acknowledge that Bank is unable to guarantee the security of the information sent or displayed via the Services or Internet Services. You also agree that Bank is not responsible for any breach of security of the Internet caused by you or a Designated User's failure to maintain confidentiality of identification data or enabling an unauthorized person from learning your account number or other means of accessing your accounts. Bank reserves the right to restrict or revoke your access to the Services and/or Internet Services if we believe that the terms and conditions of this Section have been violated.

7. Access to Third Parties through Bank's Web Site. Any resources, products and services provided by third parties but accessed through Bank's Web Site (such as, but not limited to, links to other web sites) are not our responsibility and we make no representation whatsoever about them. The fact that we have provided access to a third party resource, product or service does not mean that we endorse it. Access to any other web sites linked from the use of the Internet Services or Services is at your own risk. Such websites have their own access and security practices and you should consult such websites for further information. FDIC insurance may not apply to such websites.
8. Use of the Third Party Services. You acknowledge that we may use the services of third parties with respect to the performance of our obligations in the handling of your Commercial Account without any prior notice to you and no such person shall be deemed our agent. If any claims or demands arise or result from the act or omissions to act of such third party, you agree to proceed directly against such third party and release us from any such claim or demand including without limitation loss or damage from any wrongful dishonor from such third parties' acts or omissions.
9. Consolidation Sites. Exercise caution when using consolidation sites. Consolidation sites (also known as "account aggregators" or "screen scrapers") ("Consolidation Sites") are Internet sites that provide the ability to collect on one integrated website key information about you such as bank balances, investments and emails. For example, you may be encouraged to provide a consolidation site with your personal finance information, such as your Log On ID and Password for FirstSite. **YOU SHOULD NEVER PROVIDE THIS INFORMATION TO A SITE THAT YOU DO NOT RECOGNIZE AND FULLY TRUST.**

We are not liable for any transactions that you initiate through a Consolidation Site or that are initiated through a Consolidation Site using your Log On ID and/or Password. All transactions initiated by a Consolidation Site using access information you provided are considered to be authorized by you, whether or not you were aware of the specific transactions.

If necessary, you may cancel your access or change your Passwords for FirstSite at any time. However, we do not guarantee that this will restrict any Consolidation Sites to which you have previously given authority from accessing your Bank information in the future.

10. Compliance. You acknowledge that the ACH system may not be used in violation of, and that you must comply with the Rules, state and federal laws, including such laws and regulations pertaining to the movement of money as provided in this Agreement or any other contract or agreement with us to which you are bound. This applies to ACH, wire transfer and any other transactions which are or may become subject to such regulation.
11. Excusable Nonperformance. The obligation of Bank hereunder shall be suspended to the extent Bank is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), war, acts of God, fires, storms, accidents, terrorism, equipment failures, governmental regulations, failure in processing systems, interruption of transmission or communication facilities, or any other cause whatsoever including operator error. In addition, Bank shall be excused from failing to transmit or any delay in transmitting an entry if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or otherwise be violative of any provision of any present or future risk control program of the Federal Reserve, the FDIC or the ACH Credit Policy established by Bank from time to time, or any rule or regulation of any other U.S. Governmental regulatory authority.
12. Warranties of Business Customer. **YOU EXPRESSLY REPRESENT AND WARRANT TO US THAT NONE OF THE COMMERCIAL ACCOUNTS THAT ARE OR WILL BE SUBJECT TO TRANSACTIONS PURSUANT TO THIS AGREEMENT, HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES.** You understand and agree that the Services may be used only for business purposes and that transactions hereunder are not governed by the Electronic Funds Transfer Act, Federal Reserve Board Regulation E, unless otherwise specified in this Agreement.

You also represent and warrant to us:

- (a) That all applicable requirements of the authorization executed by any other party (i.e. customer of Business Customer) have been complied with by the Business Customer;
- (b) That the Business Customer shall perform its obligations under this Agreement and those for related Services in accordance with all applicable laws, regulations and Rules;

- (c) You acknowledge and assure us that any and all transfers and commingling of funds required or permitted by any Internet Service or Service, and all other aspects of your and our performance of the Internet Services or Services, have been duly authorized by all necessary parties, including, without limitation, the accountholder of each account, and that you have obtained, and shall maintain in your regular business records and make available to us upon reasonable demand for a period of seven years after the termination of any Internet Service or Service, adequate documentary evidence of such authorization from the accountholder of each account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements. You further acknowledge and assure us that each transfer or commingling of funds required or permitted by any Internet Service or Service is not in violation of any of your or your subsidiaries' or affiliates' internal requirements, nor in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority. With respect to the accounts of more than one business entity linked together, the obligations of each such business entity under or resulting from this Agreement are joint and several.
13. Hold Harmless. Business Customer agrees to indemnify and hold harmless Bank and its directors, officers, employees and agents from any and all liabilities, claims, demands, losses, damages and expenses (including without limitation costs and expenses of litigation and reasonable attorneys' fees) arising out of or related in any way to Bank's performance of the Services and Internet Services called for in this Agreement, including but not limited to any and all liabilities, claims, demands, losses, penalties, damages including direct, indirect, special or consequential losses or punitive damages, or expenses raised by way of defense, dispute, offset or counterclaim, or based upon the ground that the debiting of any debit entry to the respective Business Customer's account resulted directly or indirectly in the return of one or more items or entries of such party for drawing on insufficient or uncollected funds or resulting directly or indirectly from any actual or alleged failure to credit an account either in the amount or at the time required by the Business Customer's arrangement with such party with respect to such credit entry or from return of one or more items or entries of such party for drawing on insufficient or uncollected funds, and also including, but not limited to claims, damages, penalties, or liabilities including direct, indirect, special or consequential losses or punitive damages, arising out of:
- (a) Any errors in the initiation of entries caused by the Business Customer;
 - (b) Any breach by the Business Customer of any or all of the Business Customer's warranties under the Warranties of Business Customer section of this Agreement;
 - (c) Any failure by the Business Customer to comply with this Agreement or any Attachment, Addendum or Schedule thereto; or
 - (d) Any claim by a third-party payor or employer, including any agency or department of the United States Government or the United States Postal Service, or any employee thereof;
 - (e) Any compromise of Business Customer's information and systems, disruption of service or the processing of unauthorized transactions caused by Business Customer's use of a wireless network; and
 - (f) Any failure by you to comply with the NACHA Rules, including without limitation any failure by you to perform any or all of your obligations under the NACHA Rules or any action or omission of you in violation of the NACHA Rules and/or the rules and regulations of Bank with respect to such account(s).
14. Exclusion of Bank Warranties. THE PARTIES COVENANT AND AGREE THAT BANK MAKES NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED, ORAL OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN.
15. Limitation of Bank Liability. Business Customer agrees to preserve and maintain any and all Equipment in a secure place. Business Customer shall place restrictions on access to Services and Internet Services and use thereof so as to prevent unauthorized transactions from occurring. You agree to notify us at once (using the contact information in the Notices section of this Agreement) if you believe any Identification Code and/or Password has been lost, stolen, or became accessible to unauthorized persons; if money is missing from your accounts or if there has been an over deposit into your accounts. You agree to cooperate with us in the investigation of any claim or dispute with respect to the validity of any debit or credit made to your account by us and provide us with information and documentation

as may be necessary in order to assist us in resolving such claim or dispute with you. In no event shall you involve Bank in resolving any claim or dispute you may have with any third party.

YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE SERVICES, AND INTERNET SERVICES, YOUR EQUIPMENT AND ANY TRANSACTIONS CONDUCTED USING FIRSTRUST SERVICES AND INTERNET SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR THE BUSINESS CUSTOMER'S ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, TIMELINES OF TRANSMITTAL OR DUE AUTHORIZATION OF ANY ENTRY RECEIVED FROM A DESIGNATED USER, INCLUDING WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF SERVICES OR INTERNET SERVICES, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR PUNITIVE DAMAGES EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF AN ERROR, FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY DEBIT OR CREDIT ENTRY. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE.

You are solely responsible for naming and duly authorizing each Designated User, specifying those Commercial Accounts to which each Designated User shall have access and monitoring all Designated User(s) use of the Internet Services and Services. We shall have no responsibility for maintaining any records regarding the identity of your Designated Users or of the Services to which each Designated User has access.

You understand and agree that you are solely responsible for the risks associated with disclosure of any identification and the unauthorized use of the Services and that you hereby fully indemnify us from all loss and expense in performing any and all Services transactions entered under valid identification, whether or not the person actually entering such transactions is authorized by you to perform such transactions. You agree to notify us immediately in the event you believe that the security or identification in connection with the Services has been compromised or that unauthorized transactions have occurred through the use of the Services.

You further understand and agree that notwithstanding any contrary instructions or resolutions or agreements that require two (2) or more signatures to access your Account(s) only one (1) Designated User will have access to that Commercial Account through use of the Internet Services and Services.

16. Ownership and Confidentiality. Business Customer acknowledges that all computer programs, software and data bases made available by Bank as part of the Services and Internet Services are the exclusive and confidential property of Bank or the third parties from whom Bank has secured the right of use of such computer programs, software and data bases. You will not create or permit others to create, by reverse engineering or otherwise, the source code or any part of the source code from the object code of any such computer programs or software. You may not transfer, copy, alter, modify, reproduce or convey in any manner any computer program, software or other documentation in any form that we provide regarding any Services. We may from time to time provide you with information in written or electronic form concerning the Services and related matters (the "Materials"). We will provide the manuals to you on an "as is, as available" basis and make no warranties, express or implied, with respect to the manuals or any materials, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may use the manuals or any materials exclusively for the purpose of accessing and using the Services. Business Customer shall treat as confidential and will not duplicate, disclose or otherwise make available any trade secrets, processes, proprietary data, information or documentation related thereto (collectively the "Confidential Information"), in any form, to any person other than authorized employees of Business Customer. Business Customer will instruct its employees who have access to Bank manuals and the Confidential Information to keep the same confidential, by using the same care and discretion that Business Customer uses with respect to its own confidential property and trade secrets. Business Customer agrees to notify us immediately if Business Customer knows or suspects that there has been an unauthorized disclosure, possession or use of any computer program or software or other Materials for any Service. In addition, if you are responsible for such unauthorized disclosure, possession or use, you shall, at your expense, promptly take all reasonable actions, including, but not limited to, court proceedings, to recover possession of, or to prevent further unauthorized disclosure or use of any computer program, software or Materials and obtain redress for any injury caused to us thereby. Upon termination

of this Agreement for any reason, Business Customer shall return to Bank any and all manuals, materials and/or confidential information, which are in its possession.

17. Agreement Not to Bring, Join or Participate in Class Actions. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE OR CONTROVERSY YOU MAY HAVE AGAINST US, OUR EMPLOYEES, OFFICERS, DIRECTORS, SERVICERS AND ASSIGNS. YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AND US AS A PARTICIPANT IN THE SUIT. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS WE INCUR IN SEEKING SUCH RELIEF. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AND NOT AS A CLASS ACTION IN BINDING ARBITRATION AS PROVIDED ABOVE.
18. Waiver of Jury Trial/Arbitration of Disputes. YOU WAIVE YOUR RIGHT TO JURY TRIAL IN CONNECTION WITH LITIGATION RELATING TO YOUR ACCOUNT OR USE OF ANY SERVICES. IF EITHER YOU OR WE HAVE ANY DISPUTE, CLAIM OR CONTROVERSY CONCERNING (I) YOUR ACCOUNT, (II) THE COMMERCIAL ACCOUNT AGREEMENT, (III) YOUR AGREEMENT TO ARBITRATE DISPUTES, (IV) YOUR AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS ABOVE, (V) EXERCISE BY US OF OUR SELF-HELP RIGHTS OF SET-OFF AND/OR REPOSSESSION, (VI) ALLEGATIONS OF FRAUD OR MISREPRESENTATION, (VII) OR OTHERWISE, IN EACH INSTANCE WHETHER UNDER THE COMMON LAW OR PURSUANT TO FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR ORDINANCE, IT SHALL BE RESOLVED BY BINDING INDIVIDUAL (AND NOT JOINT) ARBITRATION BY AND UNDER THE CODE OF PROCEDURE OF THE NATIONAL ARBITRATION FORUM ("NAF") IN EFFECT AT THE TIME THE CLAIM IS FILED. THIS AGREEMENT TO ARBITRATE ALL DISPUTES SHALL APPLY NO MATTER BY WHOM OR AGAINST WHOM THE CLAIM IS FILED. RULES AND FORMS OF THE NAF MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT ANY NAF OFFICE, ON THE WORLD WIDE WEB AT WWW.ARB-FORUM.COM, BY TELEPHONE AT 800-474-2371, OR AT "NATIONAL ARBITRATION FORUM, P.O. BOX 50191, MINNEAPOLIS, MINNESOTA 55405." WE SHALL EACH BEAR OUR OWN SEPARATE COSTS AND EXPENSES OF THE ARBITRATION. UPON A SHOWING THAT YOU ARE NOT FINANCIALLY CAPABLE OF PAYING YOUR SHARE OF THE INITIAL ARBITRATION COSTS AND EXPENSES, WE MAY AGREE TO PAY IT OR YOUR ARBITRATION FEES WILL BE WAIVED BY THE NAF IN THE EVENT YOU CANNOT AFFORD TO PAY THEM. THE ARBITRATOR WILL AWARD THE FILING AND ARBITRATOR FEES TO THE PREVAILING PARTY. ANY ARBITRATION HEARING, IF ONE IS HELD, WILL TAKE PLACE AT A LOCATION IN MONTGOMERY COUNTY, PA. THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE. IT SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16 AS SAME MAY BE AMENDED FROM TIME TO TIME. JUDGMENT UPON THE AWARD MAY BE ENTERED BY ANY PARTY IN ANY COURT HAVING JURISDICTION. YOU FURTHER AGREE THAT THIS AGREEMENT TO ARBITRATE DISPUTES DOES NOT GOVERN OUR RIGHTS TO BRING A LAWSUIT TO COLLECT AN OVERDRAFT OR OTHER DEBT YOU OWE US. ADDITIONALLY, WE MAY RECOVER FROM YOU ATTORNEYS' FEES WE INCUR IN COLLECTING ANY OVERDRAFT OR OTHER DEBT YOU OWE, OR IN CONNECTION WITH ANY OTHER ACCOUNT LITIGATION WHERE OUR INTEREST IS ADVERSE TO YOURS. THE BRINGING OF SUCH A LAWSUIT SHALL NOT CONSTITUTE A WAIVER BY US OF THE RIGHT TO COMPEL ARBITRATION REGARDING ANY OTHER DISPUTE OR CONTROVERSY SUBJECT TO ARBITRATION, INCLUDING THE FILING BY YOU OF A COUNTERCLAIM IN SUCH A LAWSUIT.

NOTICE: YOU OR WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

19. Entire Agreement. This Agreement, together with any Attachments (including Exhibits, Schedules and Addendum thereto) or available overdraft protection commitment or line of credit agreements, the Firstrust Commercial Account Agreement including any disclosures applicable to laws and regulations governing such agreements and any Commercial Banking Fee Schedule(s) are the complete and exclusive statement of the agreement between Bank and the Business Customer with respect to the subject matter hereof and supersedes any prior oral or written statements or agreement(s) between Bank and the Business Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Firstrust Commercial Account Agreement, the terms of this Agreement shall govern and the provisions of Section II, Paragraph 3 and Section III, Paragraphs 1, 11, 12, 13, and 15 of this Agreement shall survive the closing of the Account and/or termination of this Agreement. In the event performance of the Services provided in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which Bank is subject and which governs

or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to you as a result of such violation or amendment.

20. Amendment and/or Termination of this Agreement. Bank may change the terms of this Agreement or any, Attachment, Schedule, Exhibit or Addendum thereto at any time, including changes to Internet Services or Services. We will notify you of the changes as required by law. Your use of Firsttrust Bank's Services or Internet Services after the effective date of the change will constitute your acceptance of and agreement to the change. Business Customer, however, may not amend or change the terms of this Agreement at any time.

We have the right to revoke or refuse access to or terminate any or all Services or Internet Services at any time, without cause or notice. We may also refuse to make payment to any Payee without cause or notice and shall not be liable as provided above for any loss or damage from any such subsequent wrongful dishonor. If any Services or Internet Services are terminated, you understand that any scheduled payments and other transactions may not be made as scheduled and Bank shall not be liable as provided above for any loss or damage as a result of same.

You have the right to terminate this Agreement or any Service(s) or Internet Services by providing us with written notice at least thirty (30) days prior to your requested termination date unless the provisions for any Service provides otherwise. Your access to the Service(s) will be terminated on the requested termination date or the business day immediately preceding the requested termination date if that date is not a Business Day.

Whether termination is initiated by you or us, you are responsible for all transactions that occur on or prior to the actual termination date, including but not limited to the return of any item or transaction allowed by law or regulation (which may occur after the termination date) and for any fees, charges and penalties related thereto.

21. Applicable Laws. The laws of the Commonwealth of Pennsylvania will govern any legal proceeding arising with respect to any Internet Services and Services offered by us. All Internet transactions are considered to be performed in the Commonwealth of Pennsylvania. If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.
22. Non-Assignment. The Business Customer may not assign the Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent. However, the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank, whether by merger, consolidation or otherwise.
23. No Third Parties Permitted. This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank hereunder.
24. Waiver. No failure or delay by Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise of any other right, power or privilege hereunder.
25. Headings. Headings to sections of this Agreement or any Schedules, Addendums and Attachments are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.
26. Notices. Except as noted below, any notice to be given under this Agreement shall be given in writing and sent via hand delivery, certified mail, return receipt requested or guaranteed overnight delivery service to the Bank at the address set forth below, or to Business Customer at the address set forth on the Authorization or to such other address as either party may designate by written notice to the other.

If to Bank:

Firsttrust Bank
1 Walnut Grove Drive
Horsham, PA 19044
ATTN: Commercial Customer Service

If you believe that an unauthorized withdrawal from your account has occurred or if any element of the security of access to your account information (i.e. a PIN or Password) has been compromised, you must contact us immediately by calling Commercial Customer Service at 877-466-3343. Upon such notification, you may be temporarily denied access to the Services.

27. Supremacy Provision. Except as specifically amended by this Agreement or any Attachment or Addendum hereto, all terms, conditions and provisions of the Firstrust Bank Commercial Account Agreement and any Commercial Banking Fee Schedule(s) as same may be amended from time to time are hereby confirmed and ratified. In the event of an ambiguity such interpretation of the term, condition and/or provision of the Firstrust Bank FirstSite Commercial Internet Banking and Master Cash Management Services Agreement thereto which is most favorable to Bank shall prevail.
28. Hours of Access. You can generally obtain access to the Services and Internet Services seven days a week, twenty-four hours a day except during unscheduled circumstances and/or scheduled check transaction processing. However, during scheduled check transaction processing, you may continue to enter transactions and your records will be updated when this is completed. Subsequent transactions will be based on such updated records. Such transactions may be considered by us to have been made on the next business day. The processing of transactions, however, is subject to the posted hours of operation of our computer hosting service. If you have any questions regarding hours of operation please call 877-466-3343.
29. Posting of Transactions. All transactions must be received for processing on a business day before the below defined Cut-Off Hour for each Service offered as follows:
- (i) ACH 2:00 PM Eastern Time
 - (ii) Wire Transfers 3:00 PM Eastern Time
 - (iii) Stop Payments 4:00 PM Eastern Time

The Cut-Off Hour may be changed from time to time by us at our sole discretion and we will notify you by Email when this occurs. Our current Cut-Off Hour for each Service is available on FirstSite.

Debits or credits hereunder may be made by electronic means only. Unless otherwise agreed to by Bank, future dated credits may only be scheduled up to two (2) business days in advance of settlement date.

The allowed transactions for you and your Designated Users using the FirstSite Commercial Internet Banking to originate, create and/or deliver NACHA formatted files for further processing in accordance with this Agreement are defined on the Enrollment Form. All entries shall be conducted via FirstSite Commercial Internet Banking in accordance with the instructions provided. The allowed Services granted to you may consist of multiple features such as web-enabled data entry screens, file transfers, and uploads. The Enrollment Form itemizes the features, fees and maximum dollar limits for each type of origination Service.

By executing the Authorization, you instruct Bank to create an Identification Code and Password for the representative(s) listed on your Enrollment Form with all the security levels and allowed transactions and account access shown on the form. You warrant and guarantee all transactions performed using the Identification Code(s) and Password(s) are valid obligations of you.

30. Business Day. Each day is a business day except Saturdays, Sundays and other days the Federal Reserve Bank is not open for transaction processing as well as Bank holidays. The customary days when the Federal Reserve is not open for transaction processing are listed below:

Non-Processing Days:

New Year's Day	Martin Luther King Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day
Weekends (Saturday / Sunday)	

IMPORTANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

IV. AUTOMATED CLEARING HOUSE (ACH) ORIGINATION SERVICES

(Originating Depository Financial Institution/Originator)

The Business Customer has requested that Bank permit it to initiate electronic signals for paperless entries through Bank to accounts maintained at Bank and at other Financial Institutions, by means of the Automated Clearing House (the "ACH").

1. Security Procedure. You shall comply with the security procedure requirements of Bank promulgated from time to time with respect to electronic transactions to be processed by Bank.
2. Transmittal Of Entries By Business Customer In File Form. You agree to deliver files only in standard NACHA format. Bank will not process any files not in proper format and not properly balanced. Any change in the type of Entries, Purpose, or Maximum Dollar Amount must be approved by Bank prior to any transmission to Bank.
3. Processing, Transmittal, Collection And Settlement By Bank. You agree to deliver files in accordance with this Agreement and any Attachment, Addendum or Schedule thereto in a timely manner. Files containing credits must be delivered no later than 2:00 PM Eastern Time two business days prior to the date the credits are to be available. Files containing debits must be delivered no later than 2:00 PM Eastern Time one business day prior to the date the debits are to be presented. Files received later than this time may be processed on the next business day.

You agree to provide Bank with a copy of the File Totals and Total Items report simultaneously with the delivery of the file which shall include confirmation of file contents including specific itemization of all items with a summary of total number and dollar amount of debits, and total number and dollar amount of credits. All files must be balanced files. Such report attached hereto as the ACH Transmittal Register (Schedule 4) shall be sent via facsimile to the Cash Management Department at Bank at 215-728-8693. It is your responsibility to confirm receipt of such report by Bank. You further agree to furnish Bank, at our request, with any authorizations and other documents provided to you, which have to do with such files. You must retain all documents/records including authorizations and consents per NACHA Rules for two years.

4. Warranties of Business Customer: With respect to each entry initiated by you and transmitted to us, you warrant to us all warranties we are deemed by the NACHA Rules to make with respect to all entries originated by you. Without limiting the foregoing, you warrant to us and agree as follows:
 - (a) That each debit entry initiated by you is authorized for the sum due and owing to the undersigned by the respective party, and is specified by such party to be paid to you pursuant to a duly executed authorization including authorizations from respective parties required by NACHA Rules for transactions initiated by telephone and over the internet.
 - (b) That each entry initiated by you is timely and is in accordance with an unrevoked authorization and each debit entry is for a sum which, on the settlement date with respect to it, will be owing to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous credit entry;
 - (c) That all applicable requirements of the authorization executed by any other party have been complied with by you;
 - (d) That such entry is otherwise in conformity with the NACHA Rules, including but not limited to any and all prenotification requirements thereof;
 - (e) That at the time such entry is transmitted to Bank:

- (1) You do not have actual knowledge of the revocation of such authorizations or the termination by the receiving bank of the agreement under which such entry is to be initiated by you and credited or debited by such receiving bank to the account of the account holder; and
 - (2) That at the time such entry is transmitted to us, you have not terminated this Agreement.
- (f) That at the time such entry is processed by the receiving bank, such authorization has not been terminated in whole or in part by operation of law; provided, however, that this last warranty shall not be applicable if, at the time of such processing, such receiving bank has actual knowledge of circumstances giving rise to such termination and you do not have actual knowledge thereof; and
- (g) That you will comply with the terms of the Electronic Funds Transfer Act if applicable and/or the Uniform Commercial Code (the "UCC"), if applicable, and shall otherwise perform your obligations under this Agreement in accordance with all applicable laws, regulations and rules including without limitation any sanction or control administered by the Office of Foreign Assets Control.
5. Non-FirstSite Software. If Business Customer elects to submit files using non-FirstSite software or elects to use a third party ("Agent") to submit files to Bank under this Agreement, Business Customer agrees that any security procedures selected by Business Customer or its Agent will be treated as commercially reasonable for all purposes. The terms of this Agreement apply when Business Customer elects to use Business Customer's own software or an Agent. Business Customer is solely responsible for any problems, delays or errors encountered as a result of using non-FirstSite software. In addition, the following applies when Business Customer elects to use an Agent:
- (a) Business Customer is solely responsible for the acts and omissions of its Agent;
 - (b) Agent will, without limitation, be authorized to originate all ACH files and may make only those changes to those files that Business Customer may make;
 - (c) Bank may rely on instructions it receives from Business Customer's Agent and need not make any inquiries to verify or confirm that instructions are within the scope of the agency; and
 - (d) Business Customer will certify each Agent's identity and any changes to Bank in writing. Bank shall be fully protected in relying on each certificate and on the obligation of Business Customer to promptly certify any change in the agents so certified. Bank will have a reasonable time after receipt of a certification or change to act on it.
6. Rejection of Files. Bank may reject any file which does not comply with the requirements hereof or which contains an entry therein having an effective entry date more than two (2) days after the business day such entry is received by us. We shall have the right to reject an on-us entry for any reason for which an entry may be returned under the NACHA Rules. Furthermore, we shall have the right to reject any entry if you have failed to comply with your account balance obligations and/or any term of any available overdraft protection commitment or line of credit agreements and/or the Origination Limits described on Schedule 3 (ACH File Parameters). We may reject any file or transactions we have reason to believe may not have been duly authorized or should not be honored for our and/or your protection. Failure to adhere to Origination Limits is subject to fee assessments.

We shall attempt to notify you by phone or electronic transmission of such rejection no later than the business day after the business day such entry would otherwise have been transmitted by us to the ACH Operator or, in the case of an on-us entry, its effective entry date. We shall have no liability to you by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

7. Cancellation Or Amendment By Business Customer. You shall have no right to the addition, cancellation or amendment of any entry after a file has been received by Bank. However, we shall use reasonable efforts to act on a request by you for cancellation of a file prior to transmitting it to the ACH Operator or, in the case of an on-us entry, prior to crediting an account, but shall have no liability if such cancellation is not effected. At Bank's discretion, Bank may accommodate Business Customer's request to amend a file after the file has been received by Bank. Bank shall be fully protected in acting or refraining from acting in good faith without investigation on any instruction or request to amend a file purportedly furnished by Business Customer in accordance with the terms hereof.

8. Provisional Credit. You acknowledge that the NACHA Rules make provisional any credit given for any entry to you until the financial institution crediting the account specified in the entry receives final settlement. If we do not receive final settlement, we are entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.
9. Notice of Returned Entries. We shall send to you, by mail or by such other method as may be most convenient to us, your notice of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt by us. Bank shall have no obligation to retransmit a returned entry if Bank complied with the terms of Section IV of this Agreement with respect to the original entry.
10. Reversals. You may initiate a reversing file as permitted by the NACHA Rules.
11. Sufficiency of Available Funds On Deposit. Except as otherwise provided in any available overdraft protection commitment or line of credit agreements, we may, at any time, require that sufficient available funds are on deposit in the your account(s) prior to Bank's delivery of the total amount of any credits delivered to the Automated Clearing House.

Bank, in accordance with any available overdraft protection commitment or line of credit agreements, may also at any time, require that sufficient available funds are on deposit to cover the estimated total amount of any debits which may be returned through the Automated Clearing House.

12. Inconsistency of Name and Account Number. You acknowledge and agree that, if an entry describes the Receiver inconsistently by name and account number, payment of the entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an on-us entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the entry to Bank will not be excused in such circumstances.
13. Record Review. Business Customer shall provide to Bank such access to the books and records of ACH transactions in order to verify that appropriate authorizations have been obtained from customers and to otherwise review Business Customer's practices to comply with NACHA Rules as Bank may reasonably request from time to time.
14. Notices, Instruction, Etc. Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

The ACH Exception Reporting Form ("Schedule 1") and any subsequent changes thereto must be signed by one or more persons authorized by your resolutions or in the case of non-corporate customers, by one or more appropriate individuals acceptable to us. Schedule 1 designates individuals to report exceptions and possible security violations, discrepancies, rejects and other exceptions.

V. ACCOUNTS RECEIVABLE ENTRY (ARC) PROCESSING SERVICES

If Bank provides Lockbox Processing Services in accordance with this Agreement, Bank may, upon Business Customer's execution of the appropriate Agreement or Authorization, convert checks received in performing such Lockbox Processing Services to ACH transactions in compliance with National Automated Clearing House Association ("NACHA") Rules for ARC processing as they may change from time to time.

1. Business Customer agrees to present check transactions for the ACH Network using the ARC process only those checks that meet all of the following NACHA operating rules as they may change from time to time:

The checks:

- Are only drawn on a consumer deposit account, have been completely filled out, have a preprinted serial number and include the consumers' signature;
- Are not being returned for insufficient or uncollected funds;
- Are payable in U. S. currency;
- Are being processed less than 180 days from the date on the check.

2. Business Customer further agrees and represents and warrants that the following is true regarding all checks that have or shall be subject to the ARC conversion process:
 - The drawer's signature on the check is authentic and authorized;
 - The item is a first party check that has not been altered and is not post dated;
 - The check entry accurately reflects the item and is for the face amount of the check.
 - The paper item has not and shall not be presented for collection by Business Customer or its agent in the event that the item is presented as an ACH debit in accordance with this ARC process.
 - Business Customer has provided each consumer with a clear and conspicuous notice stating that the Business Customer's receipt of the consumer's check will authorize an ACH debit to the consumer's deposit account in accordance with the terms of the source document. This notice has been provided to consumer prior to consumer's remittance of each payment. Such notice will be modified to meet NACHA requirements as they may change from time to time.
3. Business Customer agrees that any restrictive endorsement (for example, "For Deposit Only") on a check will be void or ineffective when the check is presented in accordance with this Agreement.
4. Business Customer acknowledges that, for the following reasons, an ARC entry may be returned by the Receiving Depository Financial Institution for up to sixty (60) days after the settlement date of the presented check entry and any of Business Customer's deposit accounts shall be charged for such items as:
 - The check is ineligible;
 - No advance notice that the check would be converted to an ACH debit was provided to the consumer by the Business Customer or its agent;
 - The entry was processed for an amount other than that indicated on the check;
 - One or more signatures on the check are not authentic or authorized;
 - The check has been altered;
 - A stop payment has been placed on the item to which the ARC entry relates;
 - The source document was processed for payment as a check through the check collection system; or
 - Any reason for which the source check could be rightfully returned.
5. Business Customer warrants that payment has not been received for any item subject to the ARC process and that the check used for the ACH debit has not been processed through the check collection system.
6. Business Customer acknowledges that certain checks received may not be processed in accordance with the ARC conversion process. These include but are not limited to the following situations:
 - The Receiving Deposit Financial Institution on which the check received via lockbox is drawn does not participate in this process.
 - A consumer has chosen to opt out of allowing checks to be processed in this manner.

Business Customer's deposit account will be credited for such items after Bank has received final payment.

7. Bank may not reinitiate ARC entries returned for insufficient or uncollected funds unless a separate agreement is in effect to provide such services.
8. Items deposited in accordance with this ARC process may be withdrawn only after Bank has received final payment.
9. These ARC processing services are considered Electronic Services in this Agreement. However, consumers whose payments are processed in accordance with these processing services are afforded the protections of the Electronic Funds Transfer Act (Federal Reserve Regulation "E"). This is an exception to the Warranties of Business Customer section of this Agreement.
10. All transactions in this Section V are considered to be performed in the Commonwealth of Pennsylvania.
11. If there is a conflict between this Section V as it specifically pertains to ARC processing and other sections of this Agreement, this Section V shall prevail.

VI. RE-PRESENT CHECKS ENTRY (RCK) VIA ACH

1. Business Customer agrees that only check transactions that meet all of the National Automated Clearing House Association ("NACHA") Rules (as they may change from time to time) will be transmitted via the ACH Network using the re-presented check entry ("RCK") process.

The checks which are to be re-presented meet the following conditions

- Are drawn on a consumer deposit account;
 - Are being returned for insufficient or uncollected funds and indicates this on the face of the document;
 - Are items within the meaning of Revised Article 4 of the Uniform Commercial Code
 - Are for an amount less than \$2,500 and are payable in U.S. currency;
 - Are dated less than 180 days from the date the entries are processed for re-presentation; and
 - Have not been presented more than twice before as a return item. This includes both the check collection process as well as the RCK process in accordance with this Addendum.
2. Business Customer further agrees and represents and warrants that the following is true regarding all checks that have or shall be subject to the RCK process:
 - The drawer's signature on the check is authentic and authorized;
 - The item is a first party check that has not been altered and is not post dated;
 - The encoding on the check reflects the actual item;
 - The re-presented check entry accurately reflects the item and is for the face amount of the check.
 - The paper item has not and shall not be presented for collection by Business Customer or its agent in the event that the item is presented as an ACH debit in accordance with this RCK process.
 - The check writer, prior to Business Customer's receipt of the check, was provided with Business Customer's clear and conspicuous notice of the re-presented check entry policy stating that the consumer's check may be collected electronically if it is returned for insufficient or uncollected funds.
 - If the Business Customer charges a fee to the maker of the check as a result of this RCK process, Business Customer has obtained written authorization from the consumer and will process this fee as a separate ACH transaction. NACHA's Prearranged Payment and Deposit ("PPD") format and procedures will be used for such transactions.
 - The re-presented check is being presented within the established time frames provided to Business Customer on Schedule 6 (Presentation Timing and Information Reporting) which may be amended by Bank from time to time with notice. The Second Presentment Timing on Schedule 6 cannot be more than thirty (30) days after the item is first received by Bank as an item to be represented in accordance with this RCK process.
 - Business Customer is retaining a readable copy of the original check for seven (7) years from the settlement date of the re-presented check entry and is prepared to provide a copy in a timely manner as prescribed by NACHA Rules.
 3. Business Customer agrees that any restrictive endorsement (for example, "For Deposit Only") on a check will be void or ineffective when the check is presented as a re-presented check entry.
 4. Business Customer acknowledges that, for the following reasons, a re-presented check entry may be returned by the Receiving Depository Financial Institution for up to sixty (60) days after the settlement date of the re-presented check entry and Business Customer's deposit account may be charged for such items:
 - The re-presented check is ineligible;
 - No notice of the re-presented check entry policy was provided to the consumer by the Business Customer or its agent;
 - One or more signatures on the check are not authentic or authorized;
 - The check has been altered; or
 - A stop payment has been placed on the item to which the re-presented check entry relates.
 5. Business Customer warrants that payment has not been received for any item subject to the RCK process.
 6. Items deposited in accordance with this RCK process may be withdrawn only after Bank has received final payment.

7. The functions pertaining to the return of checks via the RCK process provided herein are considered Electronic Product Services.
8. If there is a conflict between this Section VI as it specifically pertains to RCK processing and other sections of this Agreement, this Section VI shall prevail.

VII. POSITIVE PAY SERVICES

The Business Customer has requested that Bank capture and deliver to the customer via FirstSite®, information on certain checks that are clearing against the account.

1. DEFINITIONS

- (a) Statutory Definitions. Unless otherwise defined in this Positive Pay Services Section, words or phrases shall have the meanings set forth in UCC Division 3 – “Negotiable Instruments” and UCC Division 4 – “Bank Deposits and Collections.”
- (b) Definitions. In this Positive Pay Services Section:
 - (1) Positive Pay Services Section means this Positive Pay Services Section of this Agreement as it may be amended from time to time.
 - (2) “Authorized Account” means the account(s) of the Business Customer, maintained at the Bank, to which the positive pay services rendered by the Bank may apply. The Authorized Accounts are listed on the Authorization which may be amended in writing from time to time by Business Customer with consent of Bank.
 - (3) “Available Funds” means funds on deposit in an Authorized Account and available for withdrawal pursuant to the Bank’s applicable funds availability policies.
 - (4) “Business Day” has the same meaning as in Section III of this Agreement.
 - (5) “Check Issue File” means a record describing checks drawn by the Business Customer on an Authorized Account, provided by the Business Customer to the Bank under Paragraph 2a of this Positive Pay Services Section.
 - (6) “Exception Item” means a Presented Check that does not match a check included in a Check Issue File and is identified as an “error” on FirstSite.
 - (7) “Exception File” means a record describing Exception Items which is provided by the Bank to the Business Customer under Paragraph 2b.
 - (8) “FirstSite” means FirstSite® Commercial Internet Banking which is a suite of online cash management services available through Bank’s website.
 - (9) “Pay/Return Request” means the Business Customer’s instructions to the Bank instructing the Bank to pay or return an Exception Item. This is the Exception File available on FirstSite that is marked and submitted by Business Customer using FirstSite with Business Customer’s instructions to pay or return any Exception Item listed.
 - (10) “Presented Check” means a check drawn on an Authorized Account and presented to the Bank for payment through the check collection system.*
 - (11) “UCC” means the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania.

2. POSITIVE PAY SERVICES

- (a) Check Issue File. The Business Customer shall submit a Check Issue File to the Bank using FirstSite. The Check Issue File shall accurately include the check number, issue date and the exact amount of each check issued on

each Authorized Account since the last Check Issue File was submitted plus the information on Schedule 8 and such other information as Bank may reasonably request from time to time. The Business Customer shall upload Business Customer's most current Check Issue File to the Bank using FirstSite in a format specified by the Bank by 4:00 PM Eastern Time each Business Day. The specifications are included on Schedule 8 which may be amended by Bank from time to time.

- (b) Payment of Presented Checks and Reporting of Exception Items. The Bank shall only compare each Presented Check by check number and amount against each Check Issue File received by the Bank. On each Business Day, the Bank:
 - (1) may pay and charge to the Authorized Account each Presented Check that matches by check number and amount a check shown in any Check Issue File received by Bank;
 - (2) between 12:00 PM (Noon) and 2:00 PM each Business Day,
 - (a) shall make available to the Business Customer via FirstSite an Exception File that identifies any Exception Items received, specifying the complete account number, check number and amount of any such Exception Items; or
 - (b) Bank will provide to Business Customer through FirstSite a message that there are no Exception Items to report for that day.
 - (c) Payment and Dishonor of Exception Items. By submitting a Pay/Return Request through FirstSite, the Business Customer will instruct Bank to either pay or return each Exception Item on the Exception File. The Bank will pay or return the Exception Items in accordance with the instructions provided by Business Customer to Bank as required on a valid Pay/Return Request by the established deadline.
 - (1) The Pay/Return Request shall be provided to the Bank by 2:00 PM Eastern Time each Business Day using FirstSite in the format specified by the Bank.
 - (2) Return Default: The Bank shall return to the depository bank any Exception Items drawn on any Authorized Account, unless the Business Customer instructs the Bank to pay to the depository bank such Exception Items using a timely Pay/Return Request as provided above. (NOTE: Business Customer may elect Pay Default by executing the Pay Default Addendum to this Agreement.)
 - (d). Business Customer and Bank Communications.
 - (1) The Business Customer or the Bank, at its discretion, may each amend certain files submitted to the other party via FirstSite or any other written communication provided for under this Positive Pay Services Section. The amended FirstSite file or other written communication must be sent in its entirety and not in the form of a partial amendment to the communication originally sent, identify the original communication, and be sent in the format and manner, by the deadline(s) established for the original communication. A properly submitted and timely revised communication serves to replace the original communication.
 - (a) The Bank may amend the Exception File in accordance with this Positive Pay Services Section.
 - (b) The Business Customer may amend the Check Issue File in accordance with the terms of this Positive Pay Services Section.
 - (c) However, Business Customer cannot submit a revised Pay/Return Request.
 - (2) The Bank shall use only Check Issue Files that comply with Paragraph 2a and that have not been revoked in accordance with Section 2d(1) in the preparation of Exception Files under this Positive Pay Services Section.
 - (3) The Business Customer shall use only Exception Files that comply with Paragraph 2b and other specifications provided with this Positive Pay Services Section and have not been replaced in accordance with Paragraph 2d(1) in Business Customer's preparation of Pay/Return Requests. The Bank shall not be obligated to comply with any Pay/Return Request received in a format or means, after a deadline, or in a manner not permitted under this Positive Pay Services Section but may instead treat such a Pay/Return Request as though it had not been received.

- (4) The Bank is not responsible for detecting any Business Customer error contained in any Check Issue File or Pay/Return Request sent by the Business Customer to the Bank via FirstSite or any other means permitted by Bank for providing such information.
- (5) The deadlines, report or file formats, and information reported may be changed from time to time by Bank at Bank's sole discretion. Bank will use its best efforts to assist Business Customer with any changes made by Bank.
- (e) In the event that internet communications cannot be utilized by one or both parties for services described in this Positive Pay Services Section, the party who cannot utilize the Internet shall contact the other party as soon as possible after the problem is identified. Bank and Business Customer will use best efforts to ensure that the services described in this Section VII can be performed to ensure appropriate processing on the proper day in a method or manner acceptable to Bank in its sole discretion.
- (f) It is the responsibility of the Business Customer to provide the Bank with an updated list of names, signatures and phone numbers for those individuals authorized to provide instructions for the disposition of items or when issues arise that cannot be addressed by otherwise observing the provisions of this Positive Pay Services Section. Examples of such events include but are not limited to the unavailability of the internet or the presentation of checks subject to this Positive Pay Services Section directly at Bank's Community Banking Offices. These lists are to be updated whenever any of the names identified are deleted or when names are added. Bank will have no liability if no individuals on the list are available to make decisions prior to the established deadlines. Schedule 7, Representatives, will be used for this purpose.
- (g) Technical Specifications. Refer to the Positive Pay - File Transmission Specifications Schedule (Schedule 8). Since the technical specifications may be changed by Bank from time to time, Business Customer will be provided with notice of such changes.)

3. LIMITATION OF BANK'S LIABILITY

- (a) Bank can rely on the validity and completeness of Check Issue Files submitted by Business Customer and the Magnetic Ink Character Recognition ("MICR") information on the Presented Checks. Bank is relieved of any responsibility or obligation to inquire as to the maker of Presented Checks.
- (b) In the performance of Paragraph 2 of this Positive Pay Services Section, Bank shall have no liability for paying any Presented Check whose check number and amount match the corresponding information on the Check Issue File if its serial number or amount is altered, if it is counterfeit, bears a forged or unauthorized signature or was otherwise not rightfully issued. Bank shall also have no liability for either paying or returning a Presented Check if it is the result of Business Customer's use of checks with duplicate serial numbers.
- (c) To the extent that the Business Customer suffers a loss under this Positive Pay Services Section, the Bank assigns to the Business Customer any claim that the Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC Divisions 4207, 4208, and 4209.

4. GENERAL PROVISIONS

- (a) Termination. Notwithstanding the termination provisions in Section III of the Agreement, this Positive Pay Services Section shall remain in full force and effect as to all Presented Checks that have been presented to the Bank prior to the date of termination.
- (b) Inconsistency: In the event of inconsistency between a provision of this Positive Pay Services Section and the UCC, the provisions of this Positive Pay Services Section shall prevail.
- (c) Assistance by Business Customer. Regardless of Bank's actions or inactions, Business Customer agrees to assist Bank in any way possible in recovering any financial loss.
- (d) Checks. Business Customer may only use checks for services under this Positive Pay Services Section issued by vendor selected by Bank or approved in writing by Bank before Bank provides services under this Positive Pay Services Section.

- (e) Notice. Except for the electronic communications required and/or permitted in this Positive Pay Services Section, any notice or required communication to be given under this Positive Pay Services Section shall be given in accordance with the Notice provisions of Section III in this Agreement.

VIII. LOCKBOX PROCESSING SERVICES

The Business Customer desires to engage Bank to provide to the Business Customer certain payment processing services set forth in Paragraph 3 hereof and in the attached Schedule of Services (Schedule 9) which is incorporated herein and made a part of this Agreement.

1. Engagement. The Business Customer agrees to engage Bank to provide the services (collectively, the "Lockbox Processing Services") (as defined in Section 3 and Schedule 9 hereof), and Bank agrees to provide the Lockbox Processing Services to the Business Customer on the terms and conditions set forth herein.
2. Business Customer Obligations. The Business Customer hereby agrees to direct its customers to send their remittances to the Post Office Box using the number and address specified by Bank to Business Customer. Business Customer agrees to advise its customers not to remit cash.
3. Lockbox Processing Services. The Lockbox Processing Services performed by Bank hereunder shall be as follows:
 - (a) The Business Customer hereby authorizes Bank to receive and remove the mail addressed to the Business Customer at a post office box located in Philadelphia and deliver to Lockbox Operations for processing. Bank shall have exclusive access to the lockbox(es).
 - (b) Bank shall perform the Lockbox Processing Services outlined in Schedules 9 and 10 and this Paragraph 3 hereof, which can be amended from time to time by mutual written agreement of the parties, and such amendment then shall become part of this Agreement.
 - (c) Business Customer authorizes Bank to open mail addressed to Business Customer, remove and review contents and process contents according to the instructions set forth in Schedule 9.
 - (d) Bank shall maintain records of all checks processed by Bank's Lockbox Department in accordance with its customary procedures. If Bank is providing Accounts Receivable Entry (ARC) Processing Services in conjunction with these Lockbox Processing Services, Bank shall maintain records of checks in accordance with the Rules of the National Automated Clearing House Association as they may be amended from time to time.
 - (e) Bank shall endorse each item in accordance with its established procedures and credit the Business Customer's account at Bank, the total of all letter remittance checks, which shall be subject to the same terms and conditions as would apply to deposits, received by Bank directly from the Business Customer.
 - (f) Bank may forward to Business Customer checks and other items Bank in its sole discretion deems unsuitable for deposit or as agreed by the parties and are described on Schedule 9.
4. Automated Services.
 - (a) Bank shall, on each banking day, capture data according to the instructions set forth on Schedule 9. Bank shall record the data captured in a format mutually agreed to by Bank and the Business Customer.
 - (b) Bank shall provide remittance data on a daily basis in accordance with Schedule 9.
 - (c) In the event a transmission cannot be sent by Bank or received by Business Customer, all processed remittance data shall be held until the problem has been rectified or until the parties have agreed upon another arrangement.
5. Fees. Fees and penalties will be charged through Analysis. (If an exception that provides for billing of the fees or penalties is allowed, Business Customer agrees to pay Bank by check within thirty (30) calendar days after the date of the billing statement. If payment is not received by Bank within thirty (30) days after the date of the billing statement, a late charge of 1.5% of the amount billed will be added to the amount due.)

6. Termination.

- (a) This Section pertaining to Lockbox Processing Services shall be in effect for a one year period from the date hereof and shall renew automatically until either party terminates these Lockbox Processing Services. After the first year, Business Customer may terminate Lockbox Processing Services at any time, with or without cause, upon 60 days prior written notice to Bank. These Lockbox Processing Services may be terminated by Bank at any time, with or without cause, upon its prior written notice thereof to Business Customer.
- (b) Upon termination of the Lockbox Processing Services provided in this Section, Bank will close the post office lockbox(es). Bank will instruct the U. S. Postal Service to forward all future mail received to the address provided by Business Customer at time of termination.

7. Warranties of Business Customer. You expressly represent and warrant to Bank that if any payee on the list of acceptable payees included on the Schedule 9 is a legal entity other than Business Customer, that Business Customer has the proper authorization from such payee to have such checks endorsed for deposit and deposited into the designated deposit account, and Business Customer agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees, (collectively "losses and Liabilities") suffered or incurred by Bank as a result of or in connection with Business Customer's failure to have such authorization.

8. State or Local Government Entity. If Business Customer is a state or local government entity/corporation that is utilizing the Bank's lockbox services to collect tax receivables owed to Business Customer, Business Customer acknowledges and agrees that Bank, in providing lockbox services to Business Customer, is acting solely in the capacity of a depository and that it is not acting as an agent of the Business Customer for the collection of taxes, and accordingly, that this Section shall not be deemed to be a contract between the Business Customer and the Bank for the collection of taxes.

9. Bank not a Bailee. Business Customer agrees that Bank is not a bailee of checks, other items or negotiable instruments in the possession of the post office or other third parties prior to delivery of mail to the Bank and the opening and inventorying of mail in the Bank's Lockbox Operations Department.

IX. WIRE TRANSFER SERVICES

The Business Customer desires to engage Bank to provide wire transfer services for telephonic, oral, written, electronic, or fax orders for Wire Transfers (including any related service charges), when such orders are submitted in accordance with this Agreement and any and all additional procedures or instructions provided by Bank to Business Customer. E-Mail requests for Wire Transfers are not permitted.

If the Business Customer is a business entity, such as a corporation or partnership, this Agreement shall not be effective until the Bank is provided with a corporate resolution or true copy of articles of incorporation or partnership indicating that the signatory hereto has the authority to enter into this Agreement on behalf of the Business Customer and to appoint the Authorized Representative(s).

Pursuant to this Agreement, the Bank shall, upon proper authorization, transfer funds from specific account(s) with the Bank to other account(s) as directed, regardless of whether such other account(s) are those of the Business Customer or of third parties, in other domestic or foreign financial institutions.

AUTHORIZATION PROCEDURES AND REQUIREMENTS: The following authorization procedures and requirements may be changed at the Bank's discretion upon written notice to the Business Customer.

- 1. Only an authorized representative, designated in Exhibit "A" ("Authorized Representative"), may direct the Bank to execute the Wire Transfer. The Authorized Representative must provide to the Bank a code word or number on Exhibit A for verification purposes.
- 2. The Bank will verify all requests for Wire Transfer received in any manner other than via FirstSite and may, but is not obligated to, verify any Wire Transfer request received via FirstSite. This verification will be performed by telephoning an Authorized Representative of the Business Customer, which may or may not be the same person who initiated the request. If the Bank decides to telephone an Authorized Representative, the Bank will request the Authorized

Representative to provide the code word or number provided by the customer at the time the Agreement was signed or implement such other security procedures to verify the authenticity of the transfer request and the identity of the Authorized Representative. The Bank shall have the right to delay the execution of a Wire Transfer pending completion of a callback, verification of code word or number or receipt of other form of verification, which is satisfactory to the Bank. If the Bank is unable to obtain verification acceptable to it, the Bank in its sole discretion may refuse to execute the transfer. In no event shall the Bank be liable for any delay in executing a transfer or for failure to execute a transfer due to the absence of verification acceptable to it.

3. For the purposes of this Agreement, a Repetitive Transfer is defined as a transfer made on a recurring basis which involves the same account number at Bank and the same bank and account number of the recipient of the transfer. The Authorized Representative must provide this code word or number when presenting the transfer request to a Firsttrust Representative. If the code word or number is not provided, the Bank will not execute the request. The Bank reserves the right to selectively verify by telephonic confirmation any Repetitive Transfer in its discretion. In no event shall the Bank be liable for any delay in executing a transfer or for failure to execute a transfer due to the absence of verification acceptable to it.
4. The Business Customer must maintain strict security over the designated code word(s) or number(s) whether assigned by the Bank or selected by the Business Customer. The Business Customer is responsible for ensuring that the code word(s) or number(s) are known only to the Authorized Representative(s) who is/are required to use same. Losses which may result from unauthorized use of a code word or number are the responsibility of the Business Customer. The Bank reserves the right to change code words or numbers upon notice to the Business Customer.
5. If the Business Customer elects to use security procedures other than those commercially reasonable security procedures offered by the Bank, then the Business Customer agrees to be bound by any and all Wire Transfers, whether or not authorized, issued in the Business Customer's name and accepted by the Bank in compliance with the security procedures chosen by the Business Customer.
6. The Business Customer is obligated to provide the Bank with current lists of Authorized Representatives, Repetitive Transfer information, and other instructions on such forms as the Bank requires. Any additions, changes or deletions shall be in writing and shall be signed by an authorized signer as recorded on the signature card for the account(s) listed in Exhibit "A". Such changes shall be effective upon the business day following the date of receipt by the Bank. Under special circumstances, in the Bank's discretion, deletions may be accepted from an authorized signer via a telephone request and may be effective immediately. We may honor the authorizations and repetitive transfer information we have on file until we receive and have a reasonable opportunity to act on any revisions thereto.
7. The Bank is authorized to electronically record telephone conversations between the Business Customer and/or an Authorized Representative and the Bank. Such recorded telephone conversations shall constitute conclusive evidence of the Bank's authority to make such Wire Transfer.
8. The Business Customer agrees that the Bank may, but is under no obligation to, honor any Wire Transfer request which exceeds the Business Customer's available balance with the Bank. Should the Bank create an overdraft in completing a Wire Transfer, Business Customer agrees to repay the Bank promptly upon demand, together with any and all overdraft fees, interest and charges that may be assessed against Business Customer's deposit account.
9. The Bank shall be entitled to rely on any communication (verbal, written or electronic [excluding email]), instrument or document believed by it in good faith to be genuine and correct and to have been given, signed or sent by an Authorized Representative. The Bank shall not be liable to the Business Customer for the consequences of such reliance.
10. If the Business Customer originates a Wire Transfer and identifies by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary or other party, the Bank and every receiving or beneficiary financial institution may rely on the identifying number to make payment. The Bank may rely on any such number even if it identifies a financial institution, person or account other than the one named and Business Customer's obligation to pay to Bank the amount of the Wire Transfer plus any fees and charges will not be excused in such circumstances.

Compliance with Government Regulations. The Bank is required to comply with government rules and regulations, including but not limited to, those pertaining to the prevention and detection of money laundering. To comply with such rules and regulations, the Bank may disclose required information pertaining to wire transfers to the Office of Foreign Assets Control or such other government entity as provided by applicable rules and regulations.

Hours of Operation: The Bank will accept Wire Transfer requests between the hours of 9:00 AM and 3:00 PM Monday to Friday. Any transfer request made before 3:00 PM will be processed by the Bank on the same day, if that day is also a business day for the Bank's correspondent facility. Any transfer request received at or after 3:00 PM may be processed on the Bank's next business day, if that day is also a business day for the Bank's correspondent facility.

Confirmation: Confirmation of the execution of Wire Transfers will be sent to the Business Customer promptly. The transfer will also be recorded on the Business Customer's account statement. The Business Customer must report any discrepancies within fourteen (14) calendar days of the date of the statement or confirmation, whichever is earlier. Otherwise, the statement or confirmation will be presumed to be correct and the Bank shall be relieved of any liability.

Other Provisions: The terms and conditions in this Agreement are in addition to any credit agreement Business Customer has with us.

For all customers, this Agreement (including the Exhibits attached hereto which are incorporated herein by reference) is also subject to such administrative rules as the Bank may establish and disseminate from time to time governing its funds transfer services. Such rules may include, but shall not be limited to, time limits by which requests for same day transfers must be received, specific telephone numbers for various types of transfer requests, service charges, use of code or personal identification numbers, or other rules.

Business Customer shall have no absolute right to cancel or amend a wire transfer after we have received Business Customer instructions. We shall, when possible, make a reasonable effort to act on Business Customer's request for cancellation or amendment of a wire transfer prior to the time we execute such transfer, but we shall have no liability if such cancellation or amendment is not affected.

Communication: Telephonic orders and instructions shall be directed to 1-877-466-3343. Telephone verifications by Bank to Business Customer shall be directed to the telephone number(s) designated in Exhibit "A".

Liability: The Bank's duties and responsibilities are limited to those set forth in this Agreement. The Bank shall have no liability for Wire Transfers sent as directed which cannot be completed or which are retained or returned due to incorrect or incomplete information furnished by Business Customer. The Bank will use ordinary care in performing its obligations under this Agreement and shall not be responsible for any loss sustained by the Business Customer, unless such loss is caused by the Bank's negligence. The Bank's liability shall extend only to actual damages resulting from the Bank's negligence, and shall not include consequential, special, indirect or punitive damages. Nothing in this Agreement shall be deemed an assumption by the Bank of any liability which the Business Customer may have or incur. Provided the Bank complies with the provisions of this Agreement, the Business Customer agrees to indemnify and hold the Bank harmless against any claim by a third party arising from or in connection with the services provided under this Agreement. The Bank shall not be responsible for liability, loss or damage resulting from any delay in the performance of, or failure to perform, its responsibilities under this Agreement, which is caused by an act of God, fire or other catastrophe; electrical, telephonic or computer failure; delays or failure to act by the Bank's correspondent facility, the recipient bank, or by any carrier or agent operating for the Bank or the Business Customer; or, without limiting the generality of any of the foregoing, any other cause beyond the Bank's control. In the event that a Business Customer suffers a loss of interest due to a Bank error or the Bank's failure to exercise ordinary care in providing wire transfer services, the Bank may compensate the Business Customer for such loss of interest. The amount of this compensation will be limited to interest lost for a period extending from the date of the error or failure up to fifteen (15) days from the date of the confirmation notice or the Business Customer's statement, whichever is earlier, and shall be calculated using the Federal Funds Rate in effect at the Philadelphia Federal Reserve Bank for the period involved.

Term: Except as otherwise provided below, this Section IX shall remain in full force and effect until either party shall give five (5) days written notice of revocation to the other.

Business Customer's Default: In the event that Business Customer breaches the terms of this Agreement, this Agreement may be terminated immediately by Bank without notice.



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