

# Country Bank Cash Management Agreement

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**Date:**

This *Country Bank Cash Management Agreement* is made and entered into between (“**You**”) with your principal place of business as disclosed on the Cash Management Application and Enrollment Form and Country Bank (“**Us**”, “**We**”) with our principal place of business at 75 Main Street, Ware, MA. This Country Bank Cash Management Agreement together with Cash Management Application and Enrollment Form, and any ancillary Cash Management Services agreements, as may be amended from time to time, are collectively referred to as the “Agreement” and sets forth the terms and conditions for accessing our online Cash Management Services. By signing below, using Country Bank Cash Management, or authorizing another to use Country Bank Cash Management, you agree to be bound to the terms and conditions of this Agreement. We reserve the right to amend this Agreement from time to time without prior notification. We will provide you with any notice required by law of any changes to the terms of this Agreement. Please review this Agreement carefully and retain a copy of this Agreement for your records.

To the extent necessary, this Agreement amends and supplements any resolution, signature card, loan agreement, or any other document on file with us that limits or authorizes authority over any specific account or over your accounts with us. This Agreement shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card, or related documentation. Any discrepancy or inconsistency between this Agreement and any other agreement between you and us shall be resolved by us in our sole and exclusive discretion.

As used in this document, the words “we,” “our,” “us,” and “bank” mean Country Bank and the words “you,” “your,” “company” or “customer” mean an individual or entity that is an owner of the account or an individual authorized by the account owner (whether express or implied) to view account information or transact on the account.

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## 1. Definitions

*“Account,” “Accounts,” or “Eligible Account”* means any business deposit and loan account you maintain at the Bank and enrolled in Country Bank Cash Management Services.

*“Agreement”* means this Agreement and Disclosure.

*“ACH”* means an automated clearing house through which funds may be transferred.

*“Transfer”* means transfer(s) between accounts held at Country Bank.

*“Business”* means any account not for personal, family, or household purposes.

*“Business Day”* means any calendar day other than a Saturday, Sunday, or legal holiday. All references to time of day in this Agreement refer to Eastern Time, unless mentioned otherwise.

*“Available Balance”* means the current balance in a deposit account.

*“Company Administrator”* is the individual designated on the Country Bank Cash Management Application and Enrollment Form who is authorized by you to act alone on your behalf in connection with any and all services, modules and programs offered by us, or any of our affiliates or designees, including all online and network matters relative to the Country Bank Cash Management Services, including but not limited to the right to act alone (i) designate authorized Users by establishing User IDs and passwords, (ii) terminate or cancel User IDs and passwords; (iii) grant and/or deny a User’s access to your Online accounts, (iv) grant and/or deny a User’s access to specific Services, (v) establish User limits for initiating transactions (vi) grant and/or deny approval authority to a User and (vii) select, participate in and utilize as a primary user, from time to time any and all programs, modules, and services respecting the Country Bank Cash Management Services whether now or hereafter existing or available.

*“Users”* are secondary users, in which profile, account permissions and access rights are predetermined by the Company Administrator.

*“Effective Date”* must be a business day, or the entry will be processed on the first business day following the effective date.

*“ACH Processing Deadlines”* means the time in which we shall process, transmit and settle the Entries received from you in a timely manner in accordance with the NACHA Operating Rules.

*“Holidays”* (Non-Processing Days) include New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

The *“Bank’s daily cut off time”* is 4:00 P.M. for credit or debit entries.

*“Payment Order”* means a money transfer initiated by you or your designees through Wire Transfer Cash Management services as defined in Article 4A of the Uniform Commercial Code.

## 2. Computer Requirements

Accessing Cash Management Services requires a computer and Internet connection, collectively referred to as your *“Computer.”* You are responsible for the installation, maintenance, and operations of your Computer as well as any charges incurred in connecting to Country Bank Cash Management Services such as telephone charges and Internet Service Provider fees. You are responsible for utilizing up-to-date web browsers and access devices and commercially reasonable antivirus, anti-spyware, and internet security software. We are not responsible for any computer virus or similar harmful act that may affect your computer in connection with the use of Country Bank Cash Management Services. You are responsible for the data security of the Computer used to access Country Bank Cash Management Services.

You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Cash Management Services, including but not limited to Remote Deposit Capture, ACH, Wires, and Positive Pay. You understand and

agree that you are solely responsible for the operation, maintenance and updating of all equipment, software, and services used in connection with the Cash Management Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of you or third-party employees. We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. We hereby advise you, and you hereby agree, to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses, and that said requirements are commercially reasonable for you to perform.

You are aware that we offer you at no cost to download IBM Trusteer which is a security software program that works to protect your computer against financial malware and phishing attacks. Trusteer provides an extra layer of protection, working alongside your internet security software to help:

- a. Prevent malware and fraudulent websites from stealing your user access credentials and other sensitive information, and
- b. Protect your browser communication while using Country Bank Cash Management to keep malware from tampering with your transactions.

To access Country Bank Cash Management Services you will need an Internet Service Provider and a browser that supports 128-bit Secure Sockets Layer (SSL) encryption security.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), (b) Cash Management Services Manuals and (c) any and all users guides, instructions and other documentation provided to, or used by, you in connection with the Cash Management Services (everything in this clause (c) together with the Cash Management Services Procedures, collectively, the "**Documentation**") shall be, and remain, the property of us or any third party Software provider, as applicable. Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

### 3. Country Bank Cash Management Services

Country Bank Cash Management allows you to access eligible accounts and manage your finances 24 hours a day, 7 days a week.

- a. Information Reporting – Obtain account information such as balances, transaction history, and check images. If historical information is available for an account, you also have the ability to export statement data and download financial management reports.
- b. Stop Payment Requests – Initiate a stop payment request for checks you have written (non-electronic) against an eligible account.
- c. Email Balance Alerts – Set up automatic emails to alert you when a balance in an eligible account rises above or below a certain amount.
- d. Account to Account and Loan Transfers – Transfer funds between your eligible accounts with us, including one-time transfers, future-dated, or recurring transfers and initiate advances from eligible loans to your accounts if the eligible loan allows for such advances and there is availability on such loan. Make payments to loans through the loan transfer option.

- e. Bill Payment – Schedule one-time or recurring payments, real-time or future-dated payments from your designated checking account to third parties.

The following optional services are available if selected by you on the Cash Management Application and Enrollment or Cash Management Amendment Forms and approved by us. Additional charges apply and you may have to sign additional agreements.

- a. Electronic Federal Tax Payments – The Electronic Federal Tax Payment System (EFTPS) is a tax payment system provided free by the U.S. Department of Treasury. Initiate payroll and other federal tax payments.
- b. Automated Clearing House Origination – Electronically pay vendors and employees and collect payments from both consumers and businesses. Import files from accounting, payroll or other systems or use the Cash Management program to generate ACH files.
- c. Remote Deposit Capture - Scan checks at your desktop and deposit them online, even after hours. Images of checks are scanned and sent electronically to us for credit to your designated account.
- d. Wire Transfers - Securely initiate domestic wire transfers online for same day payment or schedule a one-time wire transfer.
- e. Single Login for Multiple Entities – Authorize Cash Management Users to access, view, and transfer to and from multiple business entities through a single login by completing the Cash Management Application and Enrollment for Multiple Businesses Form.
- f. Positive Pay – Filter authorized outstanding checks against checks presented for payment to us to ensure accuracy of your accounts payable and to combat fraud.

## 4. Waiver of Two Signature Requirement

The provisions of any other account or loan agreement with us requiring two signatures on any check, draw request or other instruction shall not apply to any transactions initiated through Country Bank Cash Management. By initiating any Country Bank Cash Management transaction you specifically waive any requirement for signatures or authorization from two or more authorized persons and release us from liability for acting in accordance with the Cash Management transaction.

## 5. Company Administrator

You must appoint a Company Administrator who will be responsible, alone, for authorizing Users and user access rights, establishing limits for each User, and binding you to additional Cash Management Services. You assume sole responsibility for the actions of your Company Administrator, the authority he or she gives others to act on your behalf, and the actions of the Users designated by the Company Administrator to use the services.

Unless otherwise provided in writing, the Company Administrator is our primary contact with respect to the Cash Management Services and is responsible for managing all aspects of your Cash Management Services, including but not limited to managing security, verifying the initial services set-up, setting up Users, and assigning Users access privileges, training Users, notifying us of changes in contact and other relevant information, and requesting any desired changes to the Cash Management Services.

To change the individual designated as the Company Administrator you must contact us.

## 6. Security Procedures

Access to Cash Management Services is controlled by enhanced multifactor authentication. Your Company Administrator assigns user access and access codes. Access codes are confidential and should not be shared with

anyone. All users authorized to execute and initiate external transfer transactions including but not limited to ACH, Wire, and cross account transfers between multiple business entities will be issued a token to authenticate each user upon log in. A token is a device that produces a unique code that is needed to access the system or initiate external transactions. You and your Company Administrator are solely responsible for ensuring that tokens are assigned to authorized Users and that they are used to validate logins and transactions. Tokens will not expire; the typical battery life is five years. Replacement tokens can be obtained by contacting Country Bank and additional fees may apply.

You agree to: (a) take commercially reasonable steps to safeguard the confidentiality and security of the access codes and tokens and any other proprietary property or information we provide to you in connection with the Services; (b) set strong passwords as in accordance with our policy (c) limit access to access codes and tokens to persons who have a need to know such information; (d) closely and regularly monitor the activities of employees who access the Services; (e) establish and operate under procedures for external transfers initiated through the Cash Management Services, including but not limited to ACH and Wire transfers, will require a request by an authorized user to be approved by a second authorized user ("**Dual Control**") and; (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You are responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. You warrant that no individual will be allowed to initiate transactions in the absence of proper supervision and safeguards, and agree to take commercially reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by us. You agree and acknowledge that any person who has a username, password, access code, or token is authorized to log into Country Bank Cash Management and to view information and transact on any of your accounts. You also agree and acknowledge that you are responsible for any transfers or payments initiated from your accounts using your access codes and/or tokens. You authorize us to act on instructions received using your access codes and/or tokens whether or not properly authorized by you. We will rely on your password authentication, access codes and/or tokens as a signature authorization for any transaction made using Country Bank Cash Management Services.

You acknowledge and agree that the Security Procedures, including (without limitation) any code, personal identification number, token, certificate, or other element, means, or method of authentication or identification used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Payment Orders, access to your Online Banking, internal and external transfers, and the Cash Management Services. You authorize us to follow any and all instructions given using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures have been compromised, or otherwise become known to persons other than Authorized Users, and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitute sufficient authorization for us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with us, and you agree and intend that the submission of Payment Orders and access to the Cash Management Services for external and internal transfers and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transfers and Payment Orders initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transfers and Payment Orders initiated by you and that you bear the sole responsibility for detecting and preventing such error. We reserve the right to modify or amend the security procedures from time to time, at our sole and exclusive discretion.



YOU AGREE TO TAKE ALL COMMERCIALY REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO YOUR ACCOUNT(S), USERNAMES, PASSWORDS, AND TOKENS. YOU MUST NOTIFY US IMMEDIATELY IF YOU KNOW OF OR SUSPECT ANY UNAUTHORIZED ACCESS TO CASH MANAGEMENT SERVICES OR ANY UNAUTHORIZED TRANSACTION(S). IF YOU BELIEVE YOUR USERNAMES, PASSWORDS, OR TOKENS HAVE BEEN STOLEN OR COMPROMISED, YOU MUST CONTACT US IMMEDIATELY AT 800-322-8233. IF YOU DO NOT PROMPTLY NOTIFY US, YOU COULD LOSE ALL THE MONEY IN YOUR ACCOUNT, PLUS THE MAXIMUM AVAILABLE IN ANY ASSOCIATED LINE OF CREDIT. WE CANNOT GUARANTEE THAT FUNDS TRANSFERRED WITHOUT YOUR AUTHORIZATION CAN BE RETRIEVED OR RECALLED. YOU ACCEPT ALL RISKS IN ACCORDANCE WITH SELECTED CASH MANAGEMENT MODULES AND EMPLOYEES AUTHORIZED TO ACCESS THE CASH MANAGEMENT SERVICES.

## 7. Basic Business Banking Services

**Stop Payment Initiation** – Initiate a stop payment request for checks you have written (non-electronic) against an eligible account. A stop payment request applies only to the check, which conforms exactly to the description on the form. We are not responsible for failing to stop payment or paying a check prior to the check's date if the information you provided is not correct or sufficient or the specific check cannot be identified in time to stop payment. We are not liable for paying a check over a stop payment request if the request is incomplete or incorrect. You will incur stop payment charges as disclosed in our current schedule of fees.

You may request a stop payment on an individual check or range of checks made from an eligible account. Stop payment requests must be received prior to 4:00 p.m. on a business day and we must have a reasonable time to act on the request. All stop payment requests received after 4:00 p.m. or on a nonbusiness day will be processed the next business day. Stop payment requests will be valid for six months (180 days). After that time, the check may be paid and charged to your account unless you renew the stop payment for an additional fee. You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or arising from, our action in stopping payment on any check pursuant to your stop payment request.

**Email** – The System Email link within Country Bank Cash Management provides a direct link to communicate with us electronically (email). *System Email is not a secure connection*; therefore, do not use System Email to communicate to us any confidential account information. Email messages will be considered received by us on the following business day and we need a reasonable time in which to act on your email. You should not rely on email if you need to communicate time-sensitive information or matters requiring prompt attention. You cannot use the Email to report unauthorized use of Online Banking, report unauthorized transactions, or originate transactions.

## 8. Account Transfers

The maximum amount of your transfer is the amount of your available balance. It is your responsibility to ensure the account has sufficient funds prior to initiating a transfer. Transfer requests that exceed your available balance will be rejected and you are responsible for reinitiating the transfer once funds are available.

- a. **Real-Time Transfers** – Transfers initiated between 8 AM and 8 PM Monday through Friday, excluding legal holidays, will be processed immediately. Transfers initiated outside this time frame will be processed the next business day.
- b. **Scheduled Transfers** – Scheduled transfers are one-time, future-dated transfers and may be initiated one day to 365 days in advance. Transfers will process and post at 9 AM on the first available business day scheduled. Scheduled transfers may be deleted any-time prior to the processing day.
- c. **Recurring Transfers** – Recurring transfers are repeating, future-dated transfers and may be scheduled daily, weekly, monthly or quarterly and may be processed a set number of times or stopped on a specified date. Transfers will process and post at 9 AM on the first business day scheduled. Recurring transfers may be deleted any-time prior to the processing day.

- d. Cross Account Transfers – If you own multiple business entities you may authorize at your discretion Cash Management Users to access multiple business accounts through one login and transfer between your businesses. You must adhere to all requirements as set forth in this Agreement, in its entirety, to ensure that your users have access you have authorized. Users conducting cross account transfers must be validated on their Cash Management login using a token and onetime password.

Any transfer you make from your savings and money market account(s) will count toward the six transfers or payments per statement period permitted under the terms of your Deposit Account Agreement. Federal law limits the number of transactions from savings and money market deposit accounts to other accounts or third parties by preauthorized, automatic, or telephone transfers. You may make up to six (6) preauthorized, automatic, or telephone transfers from your savings or money market deposit accounts during any statement cycle. There is no limit on transfers to and from your business checking accounts. You are responsible for maintaining your accounts within the permissible limits.

Line of Credit Transfers – If approved, you may transfer funds from your line of credit to an eligible account. Line of credit transfers are real-time and can be scheduled in advance and on a recurring basis. Each transfer from a line of credit is considered an advance and is subject to the terms and conditions of the line of credit agreement. By initiating the transfer, you authorize and direct us to charge the line of credit account without your signature, and to deposit the advance into the account you designate when you make the transfer. Transfer requests exceeding the available balance in the line of credit will be rejected.

Transfers to pay down a line of credit are considered an unscheduled payment; therefore, the transfer may first satisfy any outstanding payment due with the remaining transfer balance applied directly to the outstanding principal balance.

## 9. Bill Payment Services

When we receive a bill payment request, you authorize us to debit your designated checking account on the “**Send on Date**” and remit funds on your behalf to your designated payee. Bill payments will be sent either electronically or by check depending on whether the payee accepts electronic remittance payments. Allow a minimum of three business days for electronic payments and five business days for check payments to post with your designated payee.

It is your responsibility to schedule payments in such a manner that payments will be made on time. You will bear full responsibility for all penalties, late fees, finance charges, damages or other action taken by the payee as a result of your scheduling. The date the payee credits the payment depends on the payee’s payment processing procedures; we are not responsible for any delay in crediting the payment which is a result of the payee’s payment processing procedures. If you schedule your payment with sufficient time, and the payment was not received by the payee, or was received late, we and our service providers will assume responsibility provided you contact us within a reasonable timeframe.

It is your responsibility to ensure your account has sufficient funds prior to scheduling a bill payment. If your account does not have sufficient funds to cover your bill payment(s), your account will be charged an insufficient funds fee and your bill payment account access may be blocked.

You are able to schedule one-time, recurring payments, future-dated or automatic payments from your designated bill payment account.

- a. Today – If you designate a payment for the current date.
- b. Recurring – If you designate a bill payment as a Recurring transaction, you may request, and we will use, a specified “**Pay Now**” date that occurs on a specified regular basis (i.e. weekly, bi-weekly, monthly, quarterly etc.). You may designate a start and end date or set the payments to continue indefinitely.

- c. **Future** – If you designate a bill payment for any date in the future, the processing date will be the “**Pay Now**” date that you entered.
- d. **Automatic** – If you designate a bill payment as an Automatic transaction, you may request, and we will use, a specified date that occurs upon receipt of the eBill.

If a Bill Payment request describes the payee inconsistently by name and account number, you agree that payment execution will occur on the basis of the account number alone, even if that account is not owned by the person named as the payee in the bill payment. Moreover, to take advantage of this service, you must keep us aware of any changes in your current business mailing address and business phone numbers. In all cases, you are responsible for either making alternate payment arrangements, or rescheduling the payment through the bill payment service.

## 9.1 Canceling or Editing Payments

You have the ability to cancel or edit any Future payment (including recurring payments) until the payment status changes to “**In Process**.” A one-time expedited payment may not be modified after the payment is confirmed. There is no charge for cancelling or editing a Future payment. Once a payment is processed, it cannot be cancelled or edited and you must submit a stop payment request, if applicable. Our ability to process a stop payment request will depend on whether the payment was electronic or check and whether the check has cleared. We must also have a reasonable opportunity to act on a stop payment request. Refer to the Schedule of Fees and Charges for stop payment fees.

## 9.2 Prohibited Payments

The following types of payments are prohibited through the Cash Management Bill Payment Services.

- a. Payments to payees outside the United States or its territories
- b. Payments not in United States dollars
- c. Federal, state, or local tax payments
- d. Bill payments exceeding \$10,000.00
- e. Court ordered payments

We reserve the right to refuse to pay certain payees.

## 9.3 Payment Cancelled Due to Blocked Account

If your designated payment account does not have sufficient funds to cover any bill payment(s), we and our service provider will take the following action(s):

- a. Immediately block all pending payments, block the ability to schedule new payments, and block the ability to establish new payees.
- b. Attempt to retrieve funds either from your bill pay account or recover funds from the payee. Bill payment access will be restored (and recurring payments will resume) within 3 business day of retrieving/recovering the funds.

Recurring payments resume after access is restored. It is your responsibility to reschedule any payments that were pending during the blocked time.

## 9.4 Payment Guarantee Services

We and our service provider are responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee as instructed by you. If you schedule your payment with sufficient time, and the payment was not received by the payee, or was received late, we may assume responsibility unless:

- a. Your account does not have sufficient funds;

- b. The payment processing center is not working properly and you know or have been advised about the malfunction before you executed your transactions;
- c. You have not provided us with the correct payment information (for example, the payee, address, phone number, or account number of the payee); or
- d. Circumstances outside our control prevented the proper execution of the payment.

## 9.5 Authorization to Charge Accounts

You authorize us to charge your designated account for any bill payment processed through the use of the Cash Management Bill Payment service. You authorize us to initiate any reversing entry or reversing file, and to debit your account(s) you hold with us in order to correct any mistaken entry.

## 10. ACH Origination Services

The ACH Origination Service allows you to initiate debit and credit transfer instructions for execution by us for the ultimate posting to the accounts of others (each a "**Participant**") if you have chosen this service on the Cash Management Application and Enrollment or Cash Management Amendment Form. This service may be used for payroll deposits, expense reimburse payments and pension plan payments. You may provide us with such test files, pre-notification files and actual payment files for processing as required under the Rules and our procedures. Files may be delivered or data transmitted in mutually agreed upon formats and according to delivery procedures established by us, which may change from time to time. We shall debit/credit your account ("**Authorized Account**") specified in the transfer instructions for the full amount of the transfer instructions in accordance with our policy. We shall promptly debit/credit the Authorized Account in the amount of any transfer instructions that are returned for any reason by the Participant's financial institution. You may request us to affect a debit/credit transfer to the account of a Participant if the Participant was debited or credited erroneously or in an amount in excess of which you determined was properly due. We in our sole discretion may refuse to affect such Entry or may process and deliver it to the Participant's financial institution for further processing.

### 10.1 Authorizations

We may, but shall not be obligated to, accept and execute transfer instructions delivered by you or your service bureau in a mutually agreeable format through the Automated Clearing House ("**ACH**"). We shall execute such instructions in accordance with the operating rules ("**Rules**") of the National Automated Clearing House Association ("**NACHA**") and the terms of this Agreement and our procedures, including our security procedures. You hereby confirm that we have furnished to you a copy of the Rules as currently in effect. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Rules. The terms "Entry" or "Entries" shall have the meaning provided in the Rules and also shall mean and include any and all data received from you hereunder which we use to prepare Entries.

### 10.2 Transmittal of Entries

We shall transmit Entries to the Federal Reserve Bank of Boston or such other ACH Operator utilized by us ("**ACH Operator**") that conform with the file specifications set forth in the Rules and settle such Entries as provided in the Rules. If any of these requirements are not met, we shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business. Except when payments are rejected by us, in the case of an Entry received for credit to an account maintained with us (an "**On-Us Entry**") we shall credit the Participant's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements and formats of the Transmittal of Entries are met. If these requirements are not met, we shall use reasonable efforts to credit the Participant's account in the amount of such Entry on the next business day following such Effective Entry Date.

### 10.3 Data Retention

You shall retain data on file adequate to permit remaking of Entries for seven (7) days following the Effective Entry Date and shall provide such data to us upon our request.

## 10.4 Acceptance of Transaction Instruction in Favor of You

In accordance with the Rules, we shall not be obligated to provide a separate notice to you of our acceptance of credit transfer instructions designating you as Receiver. Notice of such acceptance will be provided as part of your periodic account statement. You agree to notify us promptly of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify us of any such discrepancy within seven (7) calendar days of transactions posting to the specified account, you agree that we shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. In addition, both we and you shall be subject to the Rules designation that the credit given by a Participant's bank to the Participant of a credit Entry is provisional until such bank has received final settlement or payment for such Entry. If such settlement or payment is not received, the Participant's bank is entitled to a refund from the Participant in the amount credited, and the originator of the Entry shall not be deemed to have paid the Participant the amount of such Entry.

## 10.5 Payment Orders

Reliance on Identifying Number Only - In the execution of any transfer instructions, we may rely solely on the number identifying the Participant or the Participant's bank, provided that we have no actual knowledge that the transfer instruction contains any inconsistent identification of such Participant or bank by name.

Payment - You shall be debited/credited by us the amount of each transaction transmitted by us pursuant to this Agreement (including On-Us entries) at such time on the Effective Entry Date as we, in our discretion, may determine. You shall at all times maintain a balance of available funds in the Authorized Account sufficient to cover your payment obligations under this Agreement. From time to time, at our discretion, we may place a hold on or freeze funds in the Authorized Account sufficient to cover your payment obligations on the date Entries are transmitted by us. You acknowledge and agree that such hold may result in our dishonor of items drawn on the Authorized Account and agree to indemnify and hold us harmless on account of said dishonor. In the event there are not sufficient available funds in the Authorized Accounts to cover your obligations under this Agreement, you agree that we may immediately discontinue this service and that we may debit any account maintained by you with us or any affiliate of ours and that we may set off against any amount we owe to you in order to obtain payment of your obligations under this Agreement. If we in our discretion accept transaction instructions issued by you for the credit of other accounts, and if there does not exist at the time of our acceptance a withdrawable credit balance in the Authorized Account sufficient to cover the amount of the transaction instructions, then an overdraft shall be created. The amount of such overdraft shall be due and payable immediately, without the need for demand by us. To secure any such overdraft, you hereby grant to us a security interest in all of your assets in the possession of, or held for the account of, us. Such security interest shall attach upon the creation of any such overdraft.

Rejection by Us - We shall reject any Entry which does not comply with the requirements of this Agreement, the Rules, and our procedures, or which contains an Effective Entry Date more than forty-five (45) days after the business day such Entry is received by us unless agreed to in writing by us and you. We shall have the right to reject an On-Us entry for any reason for which an Entry may be returned under the Rules. We shall have the right to reject any Entry if you have failed to comply with any of your payment obligations as described in this Agreement, the Rules, and our procedures. 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. We shall be permitted to reject any transaction instructions orally, electronically, or in writing, and notice of rejection communicated by any such means shall be effective to prevent acceptance of the transaction instructions at the time such notice is given by us.

Cancellation or Amendment by You – You shall have no right to cancel or amend any Entry after its receipt by us. However, we shall use reasonable efforts to act on a request by you submitted in accordance with the provisions of this Agreement for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Participant's account, but we shall have no liability if such cancellation is not effected.

Notice of Returned Entries – We shall notify you by phone, mail, facsimile, email or any combination thereof, of the receipt of a returned Entry from the ACH no later than two business days after the business day of such receipt. We shall have no obligation to retransmit a returned Entry to the ACH if we complied with the terms of the Agreement with respect to the original Entry, unless requested by you to transmit said Entry. If you request re-transmittal, then we will retransmit the Entry in accordance with the requirements of this Agreement.

## 10.6 Company Representations and Warranties: Indemnity

You represent to us and warrant that (a) each Participant on an Entry received by us from you has authorized the initiation of such Entry as required by the Rules and the crediting or debiting of your account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal of Entries to us (c) Entries transmitted to us by you are limited to those types of Entries set forth in this Agreement, (d) you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) you shall be bound by and comply with the Rules as in effect from time to time, (f) you specifically acknowledge that you have received notice of the Rules and agree to be bound by them, (g) all warranties we are deemed by the Rules to make with respect to all Entries originated by you are hereby made by you to us, and (h) each debit/credit Entry is for a sum which, on the settlement date with respect to it, is a correction of a previously transmitted erroneous credit Entry. You shall indemnify us against and hold us harmless from all claims, demands, losses, liabilities or expenses (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or warranties. You shall indemnify and hold us harmless against any and all claims, demands, expenses (including attorney's fees), losses or damages incurred by us or any third party arising from or in connection with this Agreement and you expressly agree to pay to us, upon demand, any and all fees, costs and expenses (including attorney's fees) relating to our enforcement of any rights or remedies herein, including the collection of any and all amounts which may be owed to us hereunder.

## 10.7 Personal Computer Transmissions

To comply with the requirements of the Operating Rules regarding Standard Entry Class Codes (SEC), formatting and other requirements, you shall transmit all ACH Entries using the Country Bank Cash Management Service. You acknowledge that we have established a Daily Limit for you. The dollar limit can be changed from time to time only upon Administrator request and our written notice of approval by a Bank Officer. The limit may be reviewed at least annually by our credit analysts. The following SEC Codes may be available within Country Bank Cash Management:

- a. ARC Account Receivable Entry
- b. CCD Cash Concentration or Disbursement
- c. CTX Corporate Trade Exchange
- d. PPD Prearranged Payment and Deposit Entry
- e. RCK Re-Presented Check Entry
- f. TEL Telephone-Initiated Entry
- g. WEB Internet-Initiated Entry
- h. International ACH Transactions ("**IAT**")

An IAT entry is a debit or credit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States.

For IAT entries, in addition to the other warranties contained within these rules, each Originator transmitting an IAT entry warrants to each RDFI, ACH Operator, and Association that:

With respect to each IAT entry, the Originator and ODFI are in compliance with U.S. Law, including, but not limited to, their obligations under programs administered by the Office of Foreign Assets Control (OFAC) and the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN).

The Origination of an IAT entry must be in compliance with the laws and payment system rules of the receiving country. Each Originator breaching any of the warranties contained within this agreement shall indemnify every RDFI, ACH Operator, Association, and any Gateway Operator from and against any and all resulting claim, demand, loss, liability, or expense, including attorneys' fees and costs, resulting directly or indirectly from the breach of these warranties.

## 10.8 Personal Computer File Transmission

The Company Administrator and Authorized Users will access the ACH system by utilizing the prearranged log-on procedures and token. All transmissions must be submitted under dual control in which a second individual reviews and approves your submissions.

We will anticipate the receipt of an Electronic Financial Services transmission from you on each scheduled processing date.

You are solely responsible for the accurate creation, modification, and deletion of the account information maintained on your personal computer and used for Electronic Financial Services money transfer. You agree to comply with written procedures by us for the creation, maintenance, and initiation of Electronic Financial Services money transfers.

You are solely responsible for access by your employees of the data files maintained on your computer. You are responsible for operator security procedures on any of the computers used in their normal course of business and agree to hold us harmless due to any breach of your computers, login IDs, passwords, and tokens.

## 11. Remote Deposit Capture Services

The Remote Deposit Capture ("**RDC**") Service allows you to make deposits to your deposit accounts listed in the Cash Management Application and Enrollment Form or Cash Management Amendment Form and made a part hereof (each such deposit account an "**Account**" and, collectively, the "**Accounts**") from your office by scanning checks on a desktop scanner and delivering the images and information required hereby to us or our designated processor (a "**Processor**"). The terms Bank, Us, We, Our, and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of us including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "**Image**" and, if more than one, "**Images**") in accordance with the Procedures (as herein defined), must read and capture the magnetic ink character recognition ("**MICR**") line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, you will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and all batched ACH (as herein defined) data and other required information (each such file a "**File**" and, if more than one, "**Files**") to us or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, we will provisionally credit the Account or Accounts designated by you for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of our then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "**Deposit Agreement**") and this Agreement. In addition, or as an alternative to transmitting images of checks, you may use the desktop scanner to initiate electronic signals for paperless debit entries through us to accounts maintained either by us or in other depository financial institutions by means of the Automated Clearing House ("**ACH**"). You agree that we may convert the Images to ACH entries on your behalf. You hereby appoint us as your agent for the specific purpose of making the determination and decision to convert the Images to ACH entries. You agree that you shall be and remain the Originator and we shall be the Originating Depository Financial Institution ("**ODFI**"), as those terms are defined in the NACHA Rules. You understand and agree that you must execute, and we must approve and accept,

our then current agreement pertaining to the provision of ACH services as described in this Cash Management Agreement before initiating ACH debit entries. You shall receive credit for ACH debit entries in accordance with the terms of the Cash Management Agreement. You acknowledge and agree that we may discontinue, and/or change the terms of the Agreement or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party. You hereby agree that we shall be the exclusive provider of the Service provided in accordance with this Service Schedule and that you will not use the same or similar services of any other party.

### 11.1 Checks Deposited and Security Interest

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the image of the check that is transmitted to us (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not remotely deposit any check or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you or any affiliate of you on any account of you or of such affiliate, (c) are prohibited by our then current procedures pertaining to the Remote Deposit Service (the "**Procedures**") or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without our prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, or (h) which are not acceptable to us for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**").

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

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

### 11.2 Scanning of Checks and Transmission of Files

You shall properly install and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of the Remote Deposit Service. You shall (a) endorse each Check to be deposited in accordance with the Procedures, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and all batched ACH data and other information to us or our Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. We may also provide you with, or require you to establish, a User ID, passwords, tokens, certificates and other procedures (collectively, "**Security Procedures**") to access the Remote Deposit Service. The specific Security Procedures will be described in the Procedures. You agree to, at all times, (a) comply with the Procedures, (b) safeguard the confidentiality and security of the Procedures, Security Procedures and all other proprietary property or information we provide to you in connection with the Remote Deposit Service and (c) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the



detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

To ensure accuracy, you shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. You may send multiple Files to us or Processor throughout the day. The total dollar value of the Files sent by you to us on any day shall not exceed the dollar amount specified in the Cash Management Application and Enrollment or Cash Management Amendment Form (the "**Deposit Limit**"). If the total dollar value of the Files sent by you to us on any day exceeds the Deposit Limit, we may, at our option, refuse to accept the File that exceeds the Deposit Limit, or we may accept and process the File. You agree not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by us no later than 4:00 p.m. (the "**Cut-Off Time**"). A File is considered received by us when a complete copy of such File has been written on a Bank electronic storage device in conformity with our technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by us prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, our records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by us. We reserve the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof. You may contact us at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

### 11.3 Maintenance and Destruction of Original Check

You shall securely store all original Checks for a period of at least forty-five (45) days but no more than sixty (60) days after you have received notice from us that the File containing the images of such Checks has been accepted (such period the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be non-public personal information that is retained by you. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods of destruction approved by us to destroy original Checks after expiration of the Retention Period. You will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

### 11.4 Image and MICR Quality

Each File transmitted by you to us shall contain Images of the front and the back of the Checks scanned and remotely deposited by you. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- a. The amount of the Check;
- b. The payee of the Check;
- c. The signature of the drawer of the Check;
- d. The date of the Check;
- e. The Check number;
- f. The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- g. All other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

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

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

- a. The American Bankers Association routing transit number (“RTN”);
- b. The number of the account on which the Check is drawn;
- c. When encoded, the amount of the Check; and
- d. When encoded, the serial number and the process control field of the Check.

## 11.5 Receipt of File

You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any File or the Images or other information contained therein that are not received by us or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by you. We have no obligation to notify you of the rejection of a File or the Images or other information contained therein. We shall have no liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a File submitted by you, we may examine such File and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If we determine that you have not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the File, we, in our sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “**Corrected File**”). As a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Files submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the File in accordance herewith and with the Procedures, the File is balanced and the Images meet the requirements of this Agreement, then we shall accept the File (an “**Accepted File**”) for deposit to your Account. Notwithstanding the fact that we have accepted a File for deposit, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.

## 11.6 Provisional Credit and Availability of Funds

Upon acceptance of the File, we shall grant your Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, “Provisional Credit” means that the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, we may hold funds for the period of time permitted by our funds availability disclosure.

## 11.7 Contingency Plan

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

## 11.8 Warranties

You represent, warrant and covenant the following to us:

- a. Checks Deposited - You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- b. Image Quality - Each Image transmitted by you to us contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- c. Accuracy of Information - All data and other information submitted by you to us, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
- d. Business Purpose Only - You are not a consumer, and the Remote Deposit Service shall be used for business purposes only;
- e. No Duplicates - You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to us, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- f. No Loss - No Subsequent transferees of the Item(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- g. Rule Compliance - You conduct your business, and submit Checks and Files in compliance with this Agreement, the Procedures, applicable law and the Rules;
- h. Computer Virus - No Files or Checks contain any computer viruses or other harmful, intrusive or invasive code and you acknowledge and agree that our Security Procedures are commercially reasonable.

## 11.9 Returned Checks

- a. Chargeback of Returned Checks - If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed the original Check, the original Check will not be returned, and we may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.
- b. Special Instructions - You may request that we re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by you to us (the "**Special Instructions**"). These Special Instructions may be given to us in a separate document in conjunction with or subsequent to the execution of this Agreement. We shall not be bound by such Special Instructions until such time as we have agreed in writing to accept the Special Instructions. Notwithstanding the fact that we have agreed to accept the Special Instructions, we may, in our sole discretion, disregard the Special Instructions and charge the returned Check back to your Account to which the Checks were deposited. In the event that you have requested that returned Images of Checks be re-presented, in no event will we re-present an Image of a Check or an ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by the Rules. You may change or amend the Special Instructions by providing us a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until

acknowledged and accepted in writing by us. You hereby agree to pay us the fees for processing returned Checks and Special Instructions contained in our then current schedule of fees for such services.

### 11.10 Confirmation: Account Reconciliation

We will provide notice of receipt of deposits to your Account on the periodic statement for such Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report or periodic statement (each a **“Report”**), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

### 11.11 Third Party Maintenance

You may be using special equipment, services or software provided by a third party to assist you in processing Checks and Files hereunder (each a **“Third Party”** and, if more than one, **“Third Parties”**). You (i) agree that any Third Party is acting as your agent in the delivery of Checks and Files to us, and (ii) agree to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Agreement. We will not be liable for any losses or additional costs incurred by you as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. You shall provide at least 10 days advance written notice to us in the event you use any such Third Party. You are solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. We shall not have any responsibility for any Check or File handled by a Third Party until that point in time when we accept and approve a Check or File from such Third Party for processing.

## 12. Wire Transfer Services

If you have authorized on a completed Cash Management Application and Enrollment or Cash Management Amendment Form, when we receive a wire transfer request as initiated through your Cash Management Services, we may, but shall not be obligated to, accept and execute **“Payment Orders,”** as that term is defined in Article 4A of the Uniform Commercial Code issued by you, your Administrator(s), or User(s), as those terms are defined in this Agreement. You hereby expressly agree to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by us in compliance with our Security Procedure, as defined in this Agreement and which may be amended from time to time.

You have designated an individual, as stated in the Cash Management Application and Enrollment form, as the Company Administrator, who shall be authorized to designate one or more Additional Users who are authorized to transmit and verify Payment Order instructions hereunder on behalf of you. You agree to periodically monitor and review all user access rights and remove any unauthorized users immediately. You shall establish transaction dollar limits for initiating or authorizing wire transfer requests, these limits are established per each authorized user, and you agree to notify us in writing if you are unable to establish agreed upon access rights, limits, or authorizations. Further, you agree to waive any claim against, and fully defend, indemnify and hold us harmless and hold harmless our related entities, our respective shareholders, directors, officers, employees, attorneys, successors, assigns and any other persons or entities acting on behalf of any of them, from any and all claims, actions, causes of action, demands, rights, damages, costs, attorney’s fees, loss of service, expenses and compensation whatsoever, which we may incur or accrue on account of or in any way arising out of or the consequences resulting from the number or identity of authorized users to issue Payment Orders within the Country Bank Cash Management Services of being inconsistent with the number of required signatures or the identity of the required signatories for withdrawal indicated and authorized on any other deposit or account agreements executed with us.

### 12.1 Execution and Acceptance of Wire Transfers Requests

Upon your authorization on the Cash Management Application and Enrollment and Cash Management Amendment Forms, and our approval, we are hereby authorized to honor, execute and accept each and every Payment Order request received by us in the name of you as sender or issued by an Authorized User. If we elect to accept the Payment Order issued by you, we will use reasonable efforts to comply with the Payment Order in

paying the proceeds to the beneficiary. You must issue the Payment Order to us in a timely manner sufficient to allow us to ensure that payment is made to the beneficiary on the specified payment date. We shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Agreement to be an Authorized User.

## 12.2 Settlement

We are not obligated by this Agreement to honor, execute, or accept any Payment Order. If we elect to accept Payment Orders issued by you, you agree to settle for all Payment Orders issued by you or your User(s). We are hereby authorized to charge the account designated by you as a settlement for Payment Orders issued by you. You shall maintain sufficient collected funds in the settlement account at the time the Payment Order is issued. We may, in our sole discretion, decline or transfer funds from another Account in excess of the collected balanced and thereby create an overdraft. In this event, you shall promptly reimburse us upon demand in the amount of the overdraft together with any interest, fees or charges which would otherwise be charged to you as a result of an overdrawn account based upon our Schedule of Fees and Charges.

## 12.3 Payment Order Processing and Cut-Off Time

Payment Orders will only be executed on a "Business Day" which is Monday through Friday, excluding Holidays. Payment Orders received before the cut-off time established by us will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be processed no later than the next Business Day. We may, at our sole discretion, extend or reduce the cut-off time. The wire transfer cut-off time may be obtained by contacting us.

We may, at our own discretion and without liability of any kind to you, reject any wire transfer request that does not conform to the limitations, Security Procedures and/or other requirements set forth in this Agreement, such as availability of funds on deposit or applicable law. We may reject, except when prohibited by law, at our sole discretion any Payment Order we receive from you for any reason. We do not guarantee the Payment Order will become effective on the same Business Day, if unforeseen circumstances arise.

You acknowledge that we shall have no obligations to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. You further acknowledge that we are not responsible for detecting any of your errors contained in any Payment Order sent by you to us and you agree to hold us harmless in our failure to do so.

- a. You agree that we shall have no obligation to discover errors in Payment Orders and shall not be liable to you for errors made by you, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Payment Order. We shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by you. In the event that you make an error or issue a duplicate Payment Order, you shall indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by us as the result of completion of the funds transfer.
- b. You are notified, and hereby acknowledge, that in executing or otherwise acting on any Payment Order we shall solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. You are liable for and must settle with us for any Payment Order initiated by you that identifies the beneficiary by account or identifying number or by name and account or identifying number. We shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and you shall be responsible for any inconsistencies. You shall indemnify and hold us harmless from and against any loss, liability, expense or damage that we may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

## 12.4 Cancellation or Amendment of Payment Orders

A one-time Payment Order for the current date may not be cancelled or amended after the Payment Order has been processed. If the Payment Order is future dated, you may amend or cancel the Payment Order prior to the day the Payment Order is scheduled for processing. You can complete the cancellation of any unprocessed Payment Order within Cash Management. If you are unable to complete the request yourself you may contact us. The cancellation request must be received by us at a time and manner affording us a reasonable opportunity to act prior to our acceptance of the Payment Order. We are not obligated to amend or cancel a Payment Order after acceptance, but if in our sole discretion, we agree with you to do so, the above rules apply. Any cancellation of a Payment Order, by us, shall relieve us of any obligation to act on the specific request.

You acknowledge and agree that after a Payment Order has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and we have no responsibility to procure the return of such funds. If you ask us to recover funds which we have already transferred, we shall be under no obligation to complete the request.

## 12.5 Rejection of Payment Order

You agree that we have no obligation to accept a Payment Order and therefore may reject any Payment Order issued by you. We have no obligation to notify you of the rejected Payment Order issued by you but we may so notify in good faith.

## 12.6 Use of Correspondents, Agents, and Systems

You agree that in executing any Payment Order, we may make use of such correspondents, agents and Payment Order and communication systems as we deem necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of you and we shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) we shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by you.

Each Payment Order, amendment or cancellation thereof, carried out through the means of a funds transfer system will be governed by all applicable funds transfer system rules, whether or not we are a member of the system. Any Payment Order or cancellation thereof may be transmitted by any bank by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of us and you with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. You acknowledge our right to reserve, adjust, stop payment, or delay posting of an executed Payment Order will be subject to the laws, regulations, circulars, and rules described in this Agreement.

## 12.7 Unauthorized Transactions and Other Errors

We will provide you with electronic notifications describing each Payment Order paid or executed on behalf of you. Such notifications will be made available no later than the business day following the day of execution or payment to a beneficiary of the Payment Order or as determined by us in our discretion. You shall notify us of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any notification or within 14 calendar days of the delivery or mailing by us (whichever occurs first) of any periodic statement of account relating to the Authorized Account, whichever is earlier, which time limits you agree are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. You will be deemed to have received any advices and statements of account that are mailed by us three business days after such mailing. We shall have no liability to you for any loss or damage sustained by you arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual notification, and no legal proceeding or action shall be brought by you against us to recover such loss or damage, unless (a) you have provided the written

notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. You waive any right to seek or enforce payment of attorneys' fees related thereto.

### **12.8 International Wire Requests**

If applicable, Payment Orders to beneficiaries outside of the United States must be paid to the beneficiary in U.S. currency. It is your responsibility to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in U.S. currency.

### **12.9. Your Cooperation**

In the event that we are entitled under the law governing the mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, you shall upon our request but without expense to us testify in any legal proceedings and otherwise take any action necessary to assist or enable us to recover from such beneficiary. You hereby consent to our disclosure to government authorities of information concerning you and transactions under this Agreement that we believe to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

### **12.10 Prohibited Transactions**

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

## **13. Positive Pay Services**

Upon authorization on the Cash Management Application and Enrollment or Cash Management Amendment Form, your Users will have the ability to upload a Positive Pay file through the Cash Management Services. You must send a test file from your accounting software to us before uploading to ensure file compatibility. We cannot and do not guarantee compatibility with any third party software. As an option to you, you may provide files to us through the Cash Management Services as a manual upload.

You agree to deliver your Positive Pay file to us, at least 24 hours prior to disbursing checks for payment. Items presented for payment using Positive Pay will show on the check clearing report with us. Any item that does not match your file will be automatically rejected for payment. You will have the option within the Cash Management Services to either pay or reject the items. It is your sole responsibility to execute and maintain operating procedures to review the Positive Pay rejected items daily, before the cutoff time of 11:00 AM ET Monday – Friday with the exception of Holidays. We reserve the right to amend referenced cut off time, from time to time, with no notice to you. Rejected items that are not authorized by you to be Paid will be denied for payment. You hereby indemnify us of any fees, losses, or damages that result in any check that is denied payment through Positive Pay regardless of if the check was reviewed by you. We will not pay On-Us items that have been rejected or not yet reviewed by you when presented to us.

## **14. Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on our website, delivering by email, or making available in your Cash Management Services.

## 15. New Accounts

You must contact us to enroll additional accounts into Country Bank Cash Management, including accounts opened after being enrolled into the Cash Management Services. Additional documentation may be required.

## 16. Fees and Charges

So long as this Agreement remains in effect, you agree to pay us the normal deposit account service charges established from time to time by us and, in addition thereto, the fees and charges set forth in our Schedule of Fees and Charges provided from time to time hereafter to you, and all such other fees and charges as may be agreed upon from time to time by you and us.

You authorize us to deduct any charges for Cash Management Services from any Account, even if such deduction causes an overdraft in the Account. Should you fail or refuse to pay any charges under this Agreement, you agree to pay all collection costs (including reasonable attorney's fees) which may be incurred by us. We shall have the right to increase or decrease charges imposed for Cash Management Services and will notify you of the changes, to the extent required by law. Your use of the Cash Management Services after changes have been made shall constitute your agreement to the same.

In addition to the Cash Management Service fees, you agree to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Cash Management Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

## 17. Business Hours and Customer Service

If you have any questions, you may call us at 1-800-322-8233 or 413-277-2206 during regular business hours: Monday-Friday 8:00 AM – 5:00 PM (excluding holidays).

## 18. Termination

We may terminate this Agreement at any time and if necessary without prior notice to you. You may terminate this Agreement by giving written notice to us. Termination by you will be effective upon the date specified by you provided we have sufficient time to act on such notice. Termination by either party shall not affect the payment obligations or other obligations of you and you will remain liable for transfers and other transactions in process and for the payment of any fees. At the time of termination, any pending transfers or payments may not be completed. The indemnification, payment and liability provisions of this Agreement will survive any such termination.

We may immediately terminate this Agreement without notice if, in our sole discretion, we determine that you have abused the Cash Management Services, believe you will suffer a loss or other damage if the Agreement is not terminated, you are experiencing adverse change in its financial condition, you fail to perform your obligations under this Agreement or default under any other agreement between the parties or you make any warranty or representation which proves to be false or misleading.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.



## 19. Authorization to Obtain Information

You agree from time to time, upon our request therefore, to provide us with current financial statements and such other information regarding your financial condition as we may reasonably request. You further agree that we are authorized to make all inquiries we deem necessary, including, but not limited to, obtaining a personal credit report on the business owner(s)/principal(s), in order to assist in determining your creditworthiness.

## 20. Errors and Questions

In case of errors or if you need more information about the transfers or payments on your statement, contact Country Bank at 1-800-322-8233 or 413-277-2206

You agree to examine and carefully review your statement with “reasonable promptness,” which shall not be later than twenty (20) calendar days from the date it is transmitted or sent out by us or otherwise made available to you. If you notice any unauthorized transactions, you must immediately notify us. If you fail to examine your account statement with reasonable promptness and notify us of unauthorized transactions, you may be responsible for the entire loss. You agree that the time to examine your statement and report to us will not exceed 20 calendar days. You further agree that if you fail to report any unauthorized transactions in your account within 20 days of when we first send or make the statement available on which the problem or error appeared, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 20-day limitation is without regard to whether we used ordinary care. Notwithstanding the foregoing, we must receive, and you agree to provide, notice of any unauthorized or erroneous ACH transaction within 24 hours from the effective date of the ACH transaction. Under National Automated Clearing House Association rules, if you do not notify us within this timeframe, you will be deemed to have authorized the ACH transaction. We may additionally require an affidavit or other documentation regarding the problem and you agree to provide an affidavit and other such documentation immediately upon our request.

If you contend that a transaction is unauthorized, you agree to cooperate fully with us in our investigation, assign to us your right of recovery if we re-credit your account and cooperate fully with us in the recovery of any loss and prosecution.

## 21. Our Liability

We agree to make reasonable efforts to ensure that Country Bank Cash Management Services are available. We will act upon any properly authorized transaction, as indicated with your access codes, and be responsible for completing any transfer and payment we actually receive from you in accordance with the terms and conditions of this Agreement. However, we are not responsible for any failed transactions resulting from the following circumstances:

- a. If, through no fault of ours, you do not have enough funds available in your deposit account (and if applicable, enough available credit in your line of credit) to make the requested transaction.
- b. If you did not properly follow the terms of this Agreement or the online instructions for completing a transaction.
- c. If we have received incomplete or inaccurate information regarding a transaction request.
- d. If we properly completed your requested transaction, but the person or entity to whom you direct a transfer mishandles, delays, fails or refuses to accept a transfer sent by us.
- e. If you provided incomplete or inaccurate information regarding the parties or entities to whom you are directing a transfer.
- f. If we have a reasonable basis to believe that unauthorized use of your usernames, passwords, tokens, or dual control requirements has occurred or may be occurring.
- g. If you or we have terminated Country Bank Cash Management Services, closed the account, or there is a hold on the account to which your token was linked.

- h. If there are any circumstances beyond our control that prevented the transfer or payments, despite reasonable efforts by us, from being completed. Such circumstances include flood, fire, telecommunication outages, computer viruses, and other natural disasters.
- i. If any portion of your computer or Country Bank Cash Management Services are not working properly or temporarily unavailable and you knew of the problem when you attempted to complete the transaction.
- j. If you failed to delete or change a transfer or payment prior to the scheduled payment date.
- k. If you failed to notify us immediately that someone has accessed your account without your permission.
- l. If you failed to use commercially reasonable efforts to secure your computer you access Country Bank Cash Management Services with up-to-date browsers, service packs, antivirus, anti-spyware, and internet security software.

We shall be responsible only for performing the services expressly provided for in this Agreement if proper authorizations forms have been accepted by us, and shall be liable only for our willful misconduct in performing those services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you) or those of any other person, including, without limitation, your service bureau, the ACH Operator, any Federal Reserve Bank or any transmission or communications facility, any Participant or Receiving Depository Financial Institution (including, without limitation, the return of an Entry by such Participant or Receiving Depository Financial Institution), and no such person shall be deemed our agent. You agree to indemnify us and hold us harmless against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that we are responsible for any act or omission of you.

There may be other exceptions stated in our Agreement with you. In any case, we are not responsible for any damages related to attempting to use Country Bank Cash Management Services whether caused by equipment, software, or Internet Browser products. We are not responsible for any errors or failures resulting from a malfunction of your computer or to any incompatibility of your computer that may be associated with your use of Country Bank Cash Management services.

## 22. Privacy

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to us by you and your customers in connection with this Agreement is confidential. Except as allowed by applicable law, we shall not disclose or permit access to any such information by any person, firm or corporation. We shall cause our officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of our obligations under this Agreement or to any other party to which we may be required by law to report such information. You agree to hold confidential, and to use only in connection with the Cash Management Services, all information furnished to you by us or by third parties from whom we have secured the right to use the Cash Management Services, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of ours, you shall promptly return such information to us and not reveal such information to any other party and shall not make use of such information for your own benefit or otherwise. Our and your obligations and agreements shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Cash Management Services are or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and/or a State regulatory agency, and you agree to the release by us of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. You agree that any specifications or programs developed by us in connection with this Agreement, or supplied or made available to

you by us, are the exclusive property of ours, our agents, suppliers or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of us. This clause shall survive the termination of the Agreement.

### 23. Disclaimer of Warranty and Limitations of Liability

Country Bank Cash Management Services are provided “as is.” To the maximum extent permitted by law, we expressly disclaim any warranties and you waive all warranties, either expressed or implied, without limitation, the warranties of merchantability and fitness for a particular purpose.

You, jointly and severally release, acquit and forever discharge us, our subsidiaries, affiliates, parent corporations, officers, directors, stockholders, employees, agents, attorneys, successors and assigns, both present and former (collectively, “**Bank Affiliates**”) of any and all manner of action and actions, cause and causes of action, suits, debts, controversies, losses, damages, judgments, executions, claims and demand whatsoever, asserted and unasserted, in contract, tort, law or in equity which against us and/or the Bank Affiliates, you ever had, now have or which you ever had or now have upon or by reason or any matter, cause, causes or thing whatsoever, whether known or unknown, including but not limited to any presently contemplated or anticipated (collectively referred to as “**Claims**”) arising out of or incurred in connection with or resulting from any usage of Country Bank Cash Management and Online Banking Services including without limitation: non availability of any services, non-performance, malfunction, unauthorized use, mistakes, password security and confidentiality. We are not liable for errors made by our agents. You shall indemnify and hold us harmless against any and all claims, demands, expenses (including attorney's fees), losses or damages incurred by us or any third party arising from or in connection with this Agreement and you expressly agree to pay to us, upon demand, any and all fees, costs and expenses (including attorney's fees) relating to our enforcement of any rights or remedies herein, including the collection of any and all amounts which may be owed to us hereunder.

We shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for our willful misconduct in performing those services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due and dual authorization of any Entry received from you) or those of any other person, including, without limitation, our service bureau, the ACH Operator, any Federal Reserve Bank or any transmission or communications facility, any Participant or Receiving Depository Financial Institution (including, without limitation, the return of an Entry by such Participant or Receiving Depository Financial Institution), and no such person shall be deemed our agent. You agree to indemnify us and hold us harmless against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that we are responsible for any act or omission of you, or any other person described herein.

In no event shall we be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement

Subject to the foregoing limitations, our liability for loss shall be limited to general monetary damages not to exceed the total amount paid by you to us under this Agreement for the preceding 30 calendar days.

Notwithstanding anything in this Agreement to the contrary, we shall not be liable to you for any loss or expense incurred by you in connection with any transaction instructions or amendment, or cancellation thereof, which loss or expense is caused, directly or indirectly, by circumstances beyond our reasonable control, including, but not limited to, computer failure, civil, banking or military authorities, national emergencies, labor difficulties, fire, flood, or other catastrophe and other act of God, and any error or failure of the ACH used by us in the execution of the transaction instruction.

In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and if to us, addressed:

Country Bank  
75 Main Street  
Ware, MA 01082-2003

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein any such notice shall be deemed given when received.

We will send critical correspondence to the address on file at the Bank. You are advised and you agree to update us immediately of any address changes.

## **24. Governing Law**

This Agreement shall take effect as a sealed instrument and shall be governed and enforced in accordance with the laws and regulations of the Commonwealth of Massachusetts, and applicable Federal laws and regulations.

## **25. Assignment**

You may not assign this Agreement, in whole or in part, to any other party. We may, at our discretion, assign or delegate our rights and responsibilities of this Agreement, in whole or in part, to any third parties without prior notice to you.

## **26. Entire Agreement**

Except for our forms, information and agreements which have been or will be executed by you or supplied to you by us in order to establish instructions, methods and procedures for receipt of information and Security Procedures, and only to the extent such forms, information and agreements are necessary to accomplish these objectives, this Agreement, all attachments hereto and all account agreements between you and us represent the entire understanding of the parties with respect to this subject matter, and all other understandings, written or verbal, between the parties are hereby superseded. Any inconsistency or discrepancy between this Agreement and any other agreement shall be resolved by us in our sole and exclusive discretion.

## **27. Right to Audit**

We reserve the right to audit our ACH originators to ensure compliance with this Agreement and the NACHA ACH Rules and Regulations that govern the ACH network. You shall, upon our request, provide to us any audit related information (i.e. customer authorizations/proof of record retention) and assist us with any related items to perform any required review.

We may from time to time request information from you in order to evaluate a continuation of the Cash Management Services to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Cash Management Services and to request reports from credit bureaus and reporting

agencies for such purpose. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. In addition, you hereby agree to allow us to review available reports of independent audits performed at your location related to information technology, the Cash Management Services and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of you. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that the risk of you is unacceptable, or if you refuse to give us access to your premises, we may terminate the Cash Management Services according to the provisions hereof.

Upon request you will provide us with any transaction information necessary for us to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Wire Transfer requests, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

## 28. Laws, Rules and Regulations

You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("**FTC**"), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization ("**ECCHO**") and any other clearinghouse or other organization in which we are a member or to which rules (collectively "**the Rules**") we have agreed to be bound. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

We will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("**OFAC**"). If any Payment Order, wire transfer or ACH transmission is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law we shall not complete your request and shall "block" the funds until such time that OFAC issues a written release to us.

## 29. Collection of Checks

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

## 30. Warranties

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

- a. **Information** - All information provided by you to us is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of yours. You are not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by you to us;
- b. **Authority and Legality** - (i) You are authorized to enter into, and perform your obligations under, this Agreement; (ii) the person(s) signing this Agreement on behalf of you is duly authorized to execute this

Agreement; (iii) this Agreement is valid and enforceable against you in accordance with its terms; and (iv) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;

- c. **No Litigation** - There is no action, suit or proceeding pending or, to your knowledge, threatened which, if decided adversely, would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations;
- d. **Transactions** - All Checks and business transactions of you are, and will be, bona fide. All signatures on Checks are authentic and authorized.

### 31. Update Notice

You shall provide written notice to us of any changes to the information previously provided by you to us, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by us within 5 business days of the change. You shall provide any additional information requested by us within 5 days of such request. We retain the right to: (i) review your Checks, Files and business activities from time to time to confirm you are conducting business as stated by you at the time of the execution of this Agreement and (ii) re-price or terminate the Cash Management Services based on changes to information previously provided to us by you.

### 32. Our Duties and Responsibilities

Our duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement.

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

### 33. Internet Disclaimer

We do not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from our network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or

otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.

### **34. Use of Trademarks**

You may not use our name or trademarks without the express written consent of us. If you are permitted to use any of our name, trademarks or promotional materials, you will not indicate, directly or indirectly, that we endorse, or are connected in any way with, any of your goods or services.

### **35. Arbitration and Waiver of Jury Trial**

You and we agree that the transactions contemplated in this Agreement involve “commerce” under the Federal Arbitration Act (“FAA”). EVERY CONTROVERSY OR CLAIM BETWEEN YOU AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IS IN ANY WAY RELATED TO OR RESULTING FROM, THIS AGREEMENT, THE CASH MANAGEMENT SERVICES OR ANY OTHER SERVICES PROVIDED BY US, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (the “Arbitration Rules”). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL. This agreement to arbitrate disputes will survive the closing of your Accounts and the termination of this Agreement.

### **36. Successors**

This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

### **37. Captions and Headings**

The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

### **38. No Waiver**

No delay or failure on the part of us in exercising any of our rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by us shall constitute a waiver of our right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

### 39. Signatures

**IN WITNESS WHEREOF**, the parties hereto have caused the Cash Management Agreement to be executed by their duly authorized officers as of the day and year first above written. By signing below, you acknowledge receipt of the Country Bank Cash Management Agreement and agree to be bound by its terms.

**This Agreement and Certification must be signed by an authorized officer of the Corporation, all of the partners of a general partnership, the general partner of a limited partnership, all the managers or authorized members of a limited liability company, or the owner of a sole proprietorship.**

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<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
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<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
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<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
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<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
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<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
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<i>Signature (Authorized Signatory)</i>	<i>Name &amp; Title</i>	<i>Date</i>
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### Country Bank Signature

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<i>Signature</i>	<i>Name &amp; Title</i>	<i>Date</i>
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