



Cash Management Client Agreement

This CASH MANAGEMENT CLIENT AGREEMENT (the "Agreement") made this ____ day of _____ 20____ (the "Effective Date") is between _____ (the "Client"), and Affinity Bank ("Bank") for the delivery of Services, as described below, through the Affinity Bank Business Internet Banking System. This Agreement and, as applicable, the addenda attached hereto and any other agreements referenced herein explain the terms and conditions governing use of the Services. Client acknowledges that it has read and understands this Agreement and has had the opportunity to review this Agreement with an advisor of its choice if so desired.

1) Definitions

- a) **Account(s).** Any Commercial account designated by Client on the Account Designation Form, attached hereto as Attachment 3, and approved by Bank in writing, for access via the Business Internet Banking System for use of the Services.
- b) **Available Balance.** Balance of the Account as of the beginning of the day minus any holds or restraints, plus the day's credits, minus the day's debits.
- c) **Banking Day.** Any business day when an office or branch of Bank is open to the public for carrying on substantially all of its banking functions for any period of time. Notice that a banking day must first and foremost be a business day. Therefore, Saturdays, Sundays and federal holidays do not qualify as banking days, even if Bank is open.
- d) **Business Day.** Any day, Monday through Friday, excluding Saturdays, Sundays and Federal Reserve Bank holidays.
- e) **Client Representative.** The individual Client identifies on Attachment 1, attached hereto and as may be amended from time to time, to serve as the administrator for the Client's access to the Business Internet Banking System and Services offered hereunder.
- f) **User.** Any individual that Client has authorized to access and use the Business Internet Banking System, including the Client Representative and Users designated by the Client Representative, pursuant to The Designation of Client Representative, attached hereto as Attachment 1.
- g) **User Manuals.** Any documentation provided to the Client either electronically or in hard copy related to the installation and/or use of the Business Internet Banking System.

2) Available Services

As a member of the Affinity Bank Internet Banking System, Client may request access to any of the services listed below (the "Services"). The specific Services selected by the Client are set forth in Attachment 2, which may be updated from time to time. Client may be required to enter into additional agreements for access to certain services, including wire transfers, ACH entries, or tax payments. Client may select additional Services (or delete existing Services) in the future by providing Bank written notice of such change(s). Upon approval of such additional Services for Client, Bank shall add or delete services provided to the Client within a commercially reasonable time period after receipt of such notice. From time to time, Bank may add additional Services and may determine to discontinue Services at Bank's sole discretion and without prior notice.

- a) **Perform Account inquiries.** Client may view Account data and transaction history, request reports, and print statements of Client's Accounts through the Business Internet Banking System. Balance information may not include transactions that have occurred since the close of business on the previous banking day.

- b) **Request a Stop Payment.** Client may utilize Bank's Business Internet Banking System to initiate stop payment orders on checks or drafts. This is in addition to Client's ability to make a stop payment order on checks or drafts in person, by telephone or in writing as provided in other agreements between Client and Bank.
- i) **Agreement.** Client acknowledges that to be effective, a stop payment order must precisely identify the exact amount of the check or draft as well as the check serial number or payee. If any information describing the check, including its exact amount, the check serial number and payee is incorrect, Bank will not be responsible for failing to stop payment on the check. Client agrees that unless the stop payment order is received within a reasonable time for Bank to act on Client's stop payment order prior to payment of the check by Bank, Bank will not be responsible for stopping payment. Client understands that the stop payment request is conditional and subject to Bank's verification that the check has not already been paid or that some other action to pay the check has not been taken by Bank. Client agrees that Client may not stop payment on any point-of-sale ACH/EFT transfer, any cashier's check, certified check or other official institution check Client has purchased from Bank, or any check that Bank has guaranteed. Client understands and agrees that Bank may disregard any stop payment order, or any renewal or withdrawal of a stop payment order that is not submitted by the Client or a User or in such a manner as to afford Bank a reasonable opportunity to act on it. Client acknowledges and understands that any prior oral stop payment orders communicated to Bank by the Client are not valid and are not recognized by Bank.
- ii) **Duration.** Stop payment orders placed through the Business Internet Banking System will be accepted as if in written form. A written stop payment order is effective for six (6) months only and will expire automatically at the end of the six (6) month period unless Client renews the order in writing at least one (1) business day prior to the expiration date.
- iii) **Fees.** Client authorizes a service charge for each stop payment order in the amount provided as the fee for stop payment orders in Bank's current disclosure of fees and charges. Unless otherwise agreed Bank is authorized to charge this service charge to Client's designated Account or to any of Client's Accounts if Client has not designated an Account for such service fees and charges.
- iv) **Indemnification.** To the fullest extent permitted by law, Client agrees to indemnify, defend and hold Bank harmless against all costs, including attorney's fees, actions, damages or claims related to or arising from Banks' action in refusing payment of a check including claims of any joint depositor, payee, or endorser due to a stop payment order by Client or in failing to stop payment of a check as a result of incorrect information provided by Client. Client also agrees to notify Bank promptly upon the issuance of any duplicate check, which replaces a check subject to a stop payment order, or upon return of the original check.
- c) **Send and receive messages (to and from Bank).** Client may utilize Bank's Business Internet Banking System to send secure messages to and receive secure messages from Bank regarding the Account or the Services provided hereunder. Bank will open electronic messages periodically throughout the day and thus, any receipt of electronic messages may be delayed. Further, receipt of electronic messages may be delayed or prevented by factor(s) outside of Bank's reasonable control. Client should not rely on the electronic message service for communications that need to be made to Bank immediately, including, but not limited to, information regarding stop payment requests or unauthorized use of Client's Account. Bank is not responsible for any delay in receipt of messages. Client and User are responsible to periodically check for messages sent by Bank.
- d) **Initiate transfers between Accounts.** Client may utilize Bank's Business Internet Banking System to initiate transfers between Client's Accounts enrolled in the Business Internet Banking System with the exception of time accounts.
- i) **Agreement.** Client is responsible for all funds transfers initiated by the Client or an authorized representative, including transfers made by a User or any other person using any of Client's Access Codes (as defined herein). Client authorizes Bank to debit Client's designated Account(s), or any of Client's Accounts if no Account has been so designated, for any transactions initiated through the Business Internet Banking System, including the transfer of funds from another deposit Account.
- ii) **Limits on Transactions.** Client is limited to six (6) transfers and/or withdrawals during one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four (4) weeks, to another of Client's accounts with Bank or to a third party by means of a preauthorized or automatic transfer, telephone or data transmission (including through the Business Internet Banking System), or order of instruction on Money Market and/or Savings account. *Transfers via the Business Internet Banking System are included as preauthorized or automatic transfers and are subject to these limitations.* Any transfers in excess of these limits must be done in person at Bank.

iii) **Fund Availability; Overdraft.**

- (1) Client shall not initiate a transfer for an amount greater than the Available Balance in Client's Account. Funds must be available in the Account from which Client initiates a transfer on the date Client enters the transaction in the Business Internet Banking System.
- (2) If the Account does not contain sufficient collected funds to complete a transfer, Bank, at its sole discretion, may, but is not required, and Client hereby authorizes Bank, to overdraft Client's Account in completion of the transfer. Bank will not be liable for any fees, losses, or damages to Client for such overdraft. Client will be liable to Bank for the amount of any overdraft created by a transfer together with any related service charges and costs of collection, including reasonable attorney's fees. In addition to any common law or other contractual rights Bank may have, Bank may, upon the occurrence of the overdraft of an Account (i) offset funds in any of Client's other Accounts with Bank in order to collect on sums owed by Client in satisfaction of such overdraft, including interest and fees, (ii) refuse payment of any outstanding and unpaid check drawn on any Account, and (iii) withhold from processing any transaction generated on the Account (including through the Business Internet Banking System) until sufficient available funds to cover such transaction have been credited to the Accounts. Nothing in this Agreement shall be interpreted as to require that Bank grant credit to Client, whether by permitting overdrafts for the execution of a transfer or otherwise, notwithstanding the fact that Bank may have previously established a pattern of allowing such overdrafts.

iv) **Dollar Limits on Transactions.** Client may establish dollar limits for the amount, if any, of funds that may be transferred by a User via the Business Internet Banking System.

- e) **Request a Wire Transfer.** Upon execution by Client and Bank of the Wire Transfer Agreement, attached hereto as Addendum 1, Client may utilize Bank's Business Internet Banking System to initiate wire transfers. Wire transfer requests must be made in accordance with and shall be subject to the terms of the Wire Transfer Agreement, which agreement shall govern the acceptance and liability for all wire transfer requests initiated by Client, as well as the terms of this Agreement.
- f) **Initiate ACH transactions.** Upon execution by Client and Bank of the ACH Origination Agreement, attached hereto as Addendum 2, Client may utilize Bank's Business Internet Banking System to initiate ACH transactions. ACH transactions must be made in accordance with and shall be subject to the terms of the ACH Origination Agreement, which agreement shall govern the acceptance and liability for all ACH transactions originated by Client, as well as the terms of this Agreement.
- g) **Initiate electronic Treasury Tax and Loan payments.** Upon execution by Client and Bank of the ACH Tax Payment (EFTPS) Agreement, attached hereto as Addendum 3, Client may utilize the Business Internet Banking System to initiate electronic treasury tax and loan payments. Treasury tax and loan payment transactions must be made in accordance with and shall be subject to the terms of the ACH Tax Payment (EFTPS) Agreement, which agreement shall govern the acceptance and liability for all tax or loan payments initiated by Client, as well as the terms of this Agreement.

3) **Use of Services; Intellectual Property.**

- a) Bank has entered into a licensing agreement with Intuit Financial Services for the delivery of the Business Internet Banking System. The Internet Banking System shall be considered part of the Intuit System, and all rights, title, and interest shall remain with Intuit. Bank hereby grants Client a sublicense for use of the Business Internet Banking System and the Services. Client acknowledges and agrees that the Business Internet Banking System and the User Manuals are valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse engineer, compile, modify, or alter the Business Internet Banking System source code or the User Manuals.
- b) The content and information provided on Bank's Business Internet Banking System are copyrighted by Bank. Unauthorized reproduction or distribution of any portion of such information is prohibited.

4) **Other Agreements.**

The terms and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether existing or entered into in the future) that govern any account maintained by Client at Bank or any Bank services, including the Services provided hereunder, utilized by the Client. In the event of any conflict between the terms of this Agreement and any other agreement applicable to Client's Accounts or the Services, the terms of this Agreement shall govern. Additional provisions that

appear in the Account agreements or Services agreements, but do not appear in this Agreement, will continue to govern the applicable subject matter.

5) Equipment and Software.

- a) Client is solely responsible for obtaining, installing, maintaining, and updating the necessary hardware, equipment and software needed to utilize the Business Internet Banking System. Client should access the Business Internet Banking System only from a computer on which adequate antivirus, spyware, and malware protection programs are installed. Client agrees that Bank is not responsible and shall have no liability for errors, deletions, or failures that occur as a result of any malfunction of Client's computer or software, nor will Bank be liable for any computer virus, spyware, or similar device that affects Client's computer or software while using the Business Internet Banking System.
- b) Client must have, and is solely responsible for obtaining, installing, and maintaining, an internet service provider and a browser to utilize the Business Internet Banking System. Client specifically acknowledges that the Business Internet Banking System operates across the World Wide Web and therefore may suffer outages or corrupted communications. Client agrees that Bank is not responsible and shall have no liability for any delays or unavailability of or any errors generated by the Business Internet Banking System even if such delays, unavailability or errors were within the control of Bank and/or its affiliates.
- c) Client is solely responsible for the payment of any and all costs and expenses associated with obtaining and maintaining all hardware, equipment, software, internet access and a browser for the proper use of the Business Internet Banking System.
- d) Any changes in hardware, equipment, or software requirements will be communicated to the Client in writing (which may be by email). Client agrees to update any hardware, equipment, or software as requested by Bank. If Client fails to make such updates, Bank may suspend or terminate Client's access to the Business Internet Banking System.

6) Authorized Representatives.

- a) Client's user ID, password, PIN and/or other access devices or authentication techniques as Bank may require from time to time ("Access Codes") to access the Business Internet Banking System and the Services will be provided to the Client Representative as designated on Designation of Client Representative form, attached hereto as Attachment 1. The Client Representative will be responsible for adding authorized Users and maintaining each User's access, authority, and any limitations in the Business Internet Banking System. An individual's designation as a User shall continue to be effective until the Client Representative removes the individual as a User from the Business Internet Banking System.
- b) Client represents, warrants and agrees that each individual designated to access and utilize the Business Internet Banking System and the Services offered hereunder and given access to the Access is acting with the full authority of Client in their use of the Services.
- c) Client agrees that individuals who have been provided access to the Services through use of Client's Access Codes, regardless of how such individual gained access to the Access Codes, will be considered acting with the full authority of Client in their use of the Services. Client hereby authorizes Bank to act upon any instructions received any person providing the Access Codes of Client to access Client's Account through the Business Internet Banking System.

7) Security Procedures.

- a) Client represents and warrants that no individual will be allowed to utilize the Business Internet Banking System or the Services provided thereunder in the absence of proper supervision and adequate safeguards.
- b) Client shall be solely responsible for authorizing access by Users of the Business Internet Banking System. Bank shall have no responsibility for Client's, Client Representative's or any other agent of the Client's actions in providing access to Client's Accounts via the Business Internet Banking System.
- c) Client agrees that Access Codes are strictly confidential and should be safeguarded. Client shall have sole responsibility for controlling the distribution and maintaining the confidentiality of the Access Codes assigned to Client. Client represents and warrants that the Access Codes shall not be made available to any non-authorized persons. Client acknowledges that anyone with knowledge of Client's Access Codes will be able to access Client's Accounts via the Business Internet Banking System and initiate instructions on Client's Accounts. Client acknowledges that transactions conducted through use of Client's Access Codes shall be deemed authentic and authorized and shall be binding on Client. Client agrees to indemnify and hold

Bank harmless from and against any loss suffered or liability incurred by, or arising from, the initiation of a transaction on Client's Account(s) through use of Client's Access Codes to enter the Business Internet Banking System.

- d) If Client becomes aware of an unauthorized use of the Access Codes, or suspects that an unauthorized use may occur, or if Client wishes to terminate authorization for the Client Representative, Client shall immediately notify Bank at (678) 742-9990 to deactivate the Access Codes and issue new Access Codes as appropriate. IN NO EVENT SHALL BANK BE RESPONSIBLE FOR ANY DAMAGES RESULTING, EITHER DIRECTLY OR INDIRECTLY, FROM THE UNAUTHORIZED USE OF THE ACCESS CODES PRIOR TO SUCH NOTICE AND A REASONABLE TIME THEREAFTER REQUIRED TO CANCEL SUCH ACCESS CODES.
- e) Client or Bank may establish dollar limits applicable to all transactions, specific transactions, or to transactions initiated by specific Users.
- f) Client agrees that Bank may delay the execution of a transaction through the Business Internet Banking System until Bank has completed any security measures Bank, in its sole discretion, deems warranted.
- g) Bank may from time to time, and at its sole discretion, change these security procedures or establish additional security procedures.
- h) Client acknowledges that the security procedures are designed to verify the authenticity of transactions processed through the Business Internet Banking System, and not to detect errors in transmission or content, of such transactions. Bank shall have no obligation to detect errors made by Client or others in transmission or content of transactions, even if Bank takes certain actions from time to time to do so.
- i) Client has carefully analyzed the security procedures applicable to this Agreement and acknowledges the security procedures identified herein are commercially reasonable and are a satisfactory method of verifying authorization to access the Business Internet Banking System and Services provided hereunder.

8) Limitation of Liability.

- a) Bank's sole responsibility under this Agreement is to make a reasonable effort to execute Client's instructions given through the Business Internet Banking System. Client assumes full responsibility for all transactions executed by Bank in good faith in accordance with the terms of this Agreement and agrees that Bank shall be conclusively deemed to have exercised reasonable care and to have acted in good faith if it has followed Client instructions and the procedures required by this Agreement. In no event will Bank be liable for any loss, claim, demand, expenses or damages arising directly or indirectly from transactions executed by Bank in good faith in accordance with Client's instructions and the terms of this Agreement.
- b) Bank shall have no responsibility to honor, in whole or in part, any transaction or instruction that (i) is not in accordance with the terms of this Agreement or any other agreement applicable to the relevant Service or Account; (ii) would violate any applicable rule or regulation of any federal or state regulatory authority; (iii) is not in accordance with any other requirements of Bank's policies, procedures or practices; or (iv) Bank has reasonable cause not to honor for Bank's own protection and security.
- c) Bank will have no responsibility or liability for the acts or omissions of Client, Client Representative, Users, or Client's employees or agents, including but not limited to the amount, accuracy, timeliness, or authorization of any instructions or information entered into the Business Internet Banking System, or the acts or omissions of any other person or entity, including but not limited to the manufacturer(s) of the Business Internet Banking System, any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution, any courier services, or any other third party and no such person or entity will be deemed an agent of Bank.
- d) Bank shall have no liability for any unauthorized transactions made using Client's Access Codes.
- e) Under no circumstances shall Bank have any liability for errors, deletions, or failures that occur as a result of any malfunction of Client's computer or software, any computer virus, spyware, or similar device that affects Client's computer or software while using the Business Internet Banking System, or any delays or unavailability of or any errors generated by the Business Internet Banking System whether such delays, unavailability or errors were within or outside the control of Bank and/or its affiliates.

- f) Client is solely responsible for ensuring that information transmitted through the Business Internet Banking System is complete and accurate. Client agrees to review and verify all completed transactions and to maintain adequate controls for ensuring both the accuracy of data transmitted and the detection of errors. Unless otherwise agreed in writing, Bank shall have no responsibility for determining the accuracy, timeliness or completeness of any information transmitted by Client through the Business Internet Banking System or for monitoring or refusing to process duplicate instructions initiated by Client. Unless otherwise required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the transaction(s) in question and to provide corrected reports at Bank's expense. Client agrees to maintain adequate backup files of the data it submits for a reasonable period of time in order to facilitate any needed reconstruction of transactions.
- g) Bank shall have no liability for and shall be excused from any failure to carry out, or delay in carrying out, any of Bank's obligations under this Agreement if such failure or delay results from circumstances beyond Bank's reasonable control, including but not limited to acts of God, strikes, and other labor disputes, civil disorder, catastrophes of nature, fire, explosion, natural or man-made floods or any severe weather, war, failure of a communications or computer system, nuclear attack, embargoes, or actions or inactions of governmental authorities affecting either Bank or suppliers to Bank.
- h) Without limiting the foregoing, under no circumstances shall Bank have any liability under this Agreement for any claim, damages, losses, liabilities or expenses unless such shall be directly and solely attributable to Bank's gross negligence or willful misconduct.
- i) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR WHERE REQUIRED BY LAW, REGARDLESS OF THE FORM OR NATURE OF ANY CLAIM OR ACTION, CLIENT AGREES THAT IN NO EVENT SHALL BANK BE LIABLE TO CLIENT OR ITS CLIENTS OR AGENTS FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, WHETHER OR NOT BANK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THE USE OF ANY EQUIPMENT, SOFTWARE, INTERNET BROWSER OR ACCESS SOFTWARE, OR FROM THE UNAVAILABILITY OF THE SERVICES, FOR ANY ERRORS IN INFORMATION PROVIDED THROUGH THE BUSINESS INTERNET BANKING SYSTEM OR UNAUTHORIZED USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, BREACH OF SECURITY PROTECTION OR SYSTEM FAILURE, OR ANY DISHONOR OR REJECTION OF ANY TRANSACTION, INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC LOSS OR DAMAGE, EXPENSE OR LOSS OF BUSINESS, PROFITS OR REVENUE, GOODWILL AND ANTICIPATED SAVINGS, LOSS OF OR CORRUPTION OF CLIENT'S DATA, LOSS OF OPERATION TIME, LOSS OF CONTRACTS, OR PROPERTY DAMAGE OR BODILY INJURE.

9) Indemnification.

To the fullest extent permitted by law, Client agrees to indemnify and hold Bank harmless from and against any loss, claim, demand, expenses or damages, including without limitation reasonable attorney fees and court costs, resulting directly or indirectly from matters referred to in this Agreement (including but not limited to Bank's taking actions, carrying out transactions, or relying upon information initiated or provided by Client), by any person, entity, or government authority (including any person or entity claiming derivatively on Client's behalf), whether (a) arising from or incurred in connection with any breach of Client's obligations, representations or warranties under this Agreement, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority, which arises out of or relates to the performance of this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to claims, damages, losses, liabilities and expenses solely attributable to Bank's gross negligence or willful misconduct.

10) Disclaimer of Warranties.

- a) CLIENT ACKNOWLEDGES THAT THE BUSINESS INTERNET BANKING SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM CLIENT'S USE OF THE SERVICE.
- b) BANK MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE BUSINESS INTERNET BANKING SYSTEM INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE BUSINESS INTERNET BANKING SYSTEM (INCLUDING, WITHOUT LIMITATION,

THAT THE SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). CLIENT FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. CLIENT HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

11) Data Capture.

Client acknowledges that information and messages entered into the Business Internet Banking System may be captured. Bank may, but is not required to, maintain such information as part of Bank's records. By using the Services, Client consents to such recordkeeping. Any such records Bank retains shall be deemed to be original documents.

12) Account Statements.

- a) Client will continue to receive regular Account statements that describe all transactions for the Accounts including the transactions that Client has initiated through the Business Internet Banking System. Client is responsible to promptly review all statements and report in writing any irregularities to Bank at once. Client must notify Bank, in writing, of any discrepancy or unauthorized transaction on an Account statement within a reasonable time, not to exceed fourteen (14) days from the date the Account statement is received. Account statements shall conclusively be presumed received by Client within five (5) days after being mailed by U.S. mail or one (1) day after being sent by electronic mail.
- b) If Client fails to notify Bank of any error or discrepancy within the requisite time period, in addition to any other limitations on Bank's liability: (i) in the case of an erroneous funds transfer, Client will be liable for all losses up to the amount of the funds transfer (as well as any lost interest), that Bank incurs as a result of Client's failure to provide such notice; and (ii) in the case of an unauthorized transfer, Client will be precluded from asserting against Bank any claim for lost interest or any other loss or cost relating to an unauthorized debit of Client's account.

13) Account Owners; Signature Requirements.

- a) Client has received and understands all signature card rules and all agreements and disclosures connected with opening of Accounts, agrees to be bound thereby, and acknowledges that this Agreement is in addition to any of these agreements and disclosures.
- b) If an Account is owned by more than one person, each such person individually has the right to provide Bank with instructions, make any decisions, obtain any information, or make any request associated with the Account and related Services, to the extent allowed by the terms, conditions, or governing provisions of the Account. Bank may rely upon and act on the instructions of any such person without any liability to Client. All transactions performed by an Account owner shall be deemed authorized by and shall be binding on Client.
- c) Client understands that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic transactions through the Business Internet Banking System. Bank shall have no liability when processing these transactions without the requisite verification of multiple signatures. Client authorizes Bank to process transactions initiated through the Business Internet Banking System even though such are initiated by only one authorized signer. The multiple signature requirement will continue to be honored on all checks or drafts not initiated through the Business Internet Banking System.

14) After Hours Use of Services.

Client will generally be able to access the Business Internet Banking System and the Services seven (7) days a week, twenty-four (24) hours a day. At certain times the Business Internet Banking System and the Services may not be available due to system maintenance or circumstances beyond Bank's reasonable control. Client understands that if it chooses to utilize the Business Internet Banking System after or before Bank's business hours, Bank will not be available for support should problems occur.

15) Fees.

- a) Client agrees to pay the monthly fees as disclosed on the Fee Schedule, attached hereto as Attachment 4, for access to and use of the Business Internet Banking System. Client acknowledges that these fees are in addition to any fees currently in effect for Client in connection with Client's Accounts or the Services, any transaction fees incurred in using the Services, and any fees incurred for use of other Bank services.

- b) Bank, in its sole discretion, may from time to time change the amount of such fees upon prior written notice to the Client.
- c) Such fees do not include, and Client shall be responsible for payment of, any sales, use excise, value added, utility or other similar taxes relating to the use of the designated Services.

16) Term; Termination.

- a) This Agreement will begin on the Effective Date and shall continue until terminated by either party upon ten (10) days' prior written notice to the other party.
- b) Notwithstanding the foregoing, Bank may immediately terminate this Agreement in the event that Bank determines in its sole discretion that the Client has breached any of its obligations hereunder. The effective date of such termination shall be the date on which Bank sends notice of termination.
- c) Should Bank terminate or suspend the Business Internet Banking System, this Agreement shall terminate immediately.
- d) Should Client close all Accounts, Bank will immediately suspend or terminate Client's access to the Business Internet Banking System and the Services.
- e) Within five (5) days of termination of this Agreement, Client shall return to Bank all User Manuals relating to the Business Internet Banking System and chosen Services and shall destroy any copies of such documentation.
- f) The termination of this Agreement shall not relieve either party of any obligations or liabilities, including payment obligations, incurred prior to the effective date of such termination. Bank's right to terminate this Agreement is in addition to all other rights available to Bank under applicable law and the terms of this Agreement.

17) Prohibited Uses and Persons.

- a) Client acknowledges, represents, and warrants that all Accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving Accounts subject to this Agreement, except to the extent such provisions are expressly set forth herein.
- b) Client represents and warrants that it shall use the Services only in the manner described in this Agreement and the addenda hereto and only to carry on Client's lawful and legitimate business. Client shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining Bank's prior written consent.
- c) Client represents and warrants that neither Client, nor any authorized representative of Client, nor any transferee or payee is prohibited from participating in the transactions initiated through the Business Internet Banking System, including, but not limited to, prohibition pursuant to issuances of the Office of Foreign Assets Control or under the USA Patriot Act. Client further represents and warrants that neither Client, nor any authorized representative of Client, will use the Services in any way that will facilitate illegal transactions, including, but not limited to, those transactions prohibited by the Unlawful Internet Gambling Enforcement Act, as amended from time to time (31 U.S.C. 5361 et seq.), or otherwise violate any law, rule, regulation, judgment, decree or order applicable to Client. To the extent consistent with applicable law, Client agrees to indemnify and hold Bank harmless from and against any and all claims, losses, damages, liabilities, penalties, fines, and expenses, including court costs and attorney's fees, incurred by Bank relating to use of the Business Internet Banking System for any transaction prohibited by this Section 17(c).
- d) To the extent not prohibited by applicable law, Bank reserves the right to review and monitor transactions and instructions submitted to the Business Internet Banking System for security, legal, compliance, fraud, and other legitimate purposes.

18) Authority; Enforceability

- a) Each party represents and warrants to the other that it is authorized to enter into this Agreement.

- b) The undersigned represent(s) and warrant(s) that they are acting with full authority for the applying Client, and that they are duly authorized to enter into this Agreement on behalf of the Client and to provide account numbers and the names of persons authorized to transact business utilizing the Business Internet Banking System on behalf of the Client.
- c) Client represents and warrants that any required authorizing actions, such as votes, delegations, or filings have been taken by the Client and that the entering of this Agreement does not conflict with any other agreement, law, or regulation or any provision of the Client's organizational documents and represents a valid and legally binding obligation of the Client, enforceable against it in accordance with its terms.

19) Confidential Information and Proprietary Right in Data.

- a) All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Client and Client's Clients in connection with this Agreement is confidential. Bank shall not disclose or permit access to any such information by any person, firm or corporation except in connection with Bank's performing of the Services and its obligations hereunder. Bank shall cause its officers, employees and agents to take all reasonably necessary actions to preserve and protect the confidentiality of such information and shall disclose such information only to which Bank may be required by law to report such information.
- b) Client acknowledges that any specifications or programs developed by Bank in connection with this Agreement, or supplied or made available to Client by Bank, are the exclusive property of Bank, its agents, suppliers or contractors, and agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. Client agrees to hold confidential, and to use only in connection with the Services, all information furnished to Client by Bank or by third parties from whom Bank has secured the right to use the Services, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Client at any time receive or acquire any information relating to another Client of Bank, Client shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for its own benefit or otherwise.
- c) Bank's and Client's obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Services are or might be subject to regulation and examination by authorized representatives of the Georgia Department of Banking and Finance, the Federal Deposit Insurance Corporation and/or other federal and state regulatory agencies, and Client agrees to the release by Bank of Client's reports, information, assurances and other data and information as may be required under applicable laws and regulations.
- d) This Section 19 (Confidential Information and Proprietary Right in Data) shall survive the termination of the Agreement.

20) Notice

Except as otherwise provided in this Agreement, written notice from Bank will be sent to Client at Client's address as it appears on Bank's records at the time of such notice and will be effective when received, or five (5) days after being mailed by U.S. mail or one (1) day after being sent by electronic mail, whichever is earlier. Except as otherwise provided in this Agreement, any written notice Client is required to provide to Bank must be signed by a duly authorized officer of Client or the Client Representative and delivered or sent to Bank by first class United States mail at:

Attention: Deposit Operations
Affinity Bank
400 Galleria Parkway SE, Suite 900
Atlanta GA, 3339

Notices to Bank shall be effective when actually received by Bank and after Bank has had a reasonable time to act upon such notice.

21) Recording and Use of Communications.

Client agrees that all telephone conversations or data transmissions between the parties or their agents made in connection with this Agreement may be electronically recorded and retained by Bank by use of any reasonable means.

22) Governing Law.

This Agreement and performance hereunder shall be governed by the laws of the State of Georgia.

23) Arbitration and Waiver of Jury Trial.

Client and Bank agree that the transactions contemplated in this Agreement involve “commerce” under the Federal Arbitration Act (“FAA”). **EVERY CONTROVERSY OR CLAIM BETWEEN CLIENT AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IN ANY WAY RELATED TO OR RESULTING FROM, THIS AGREEMENT, THE SERVICES OR ANY OTHER SERVICES PROVIDED BY BANK, 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) CLIENT WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) CLIENT WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) CLIENT 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 Section 23 (Arbitration and Waiver of Jury Trial) will survive the closing of Client’s Accounts and the termination of this Agreement.

24) Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25) Third Party Beneficiaries.

This Agreement is not for the benefit of any person other than Bank or the Client and no other person shall have any right against Bank or the Client hereunder.

26) Severability.

Any provision of this Agreement, which is prohibited or unenforceable by operation of law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

27) No Waiver.

No delay or failure on the part of Bank in exercising any of Bank’s rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Bank shall constitute a waiver of its 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.

28) Amendment.

This Agreement may be modified only by an agreement in writing signed by both Client and Bank.

29) Assignment.

Client may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

30) Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement nor shall they affect in any way the meaning or interpretation of this Agreement.

31) Construction.

This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

32) Joint and Several Liability.

If more than one signer executes this Agreement on behalf of Client, each shall be jointly and severally liable for any and all obligations hereunder.

33) Counterparts.

This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signatures on Following Page]

By signing below, the parties hereby accept and agree to abide by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Client: _____

Affinity Bank

Signature

Signature

Printed Name

Printed Name

Title

Title

Signature

Printed Name

Title

Signature

Printed Name

Title

ATTACHMENT 1: DESIGNATION OF CLIENT REPRESENTATIVE

Please designate on this form the employee who will serve as “Client Representative” regarding Client’s access to the Business Internet Banking System. The Client Representative will serve as the administrator for the Business Internet Banking System for the Client and as the primary contact for Affinity Bank Cash Management Services. This person will add authorized Users and maintain each User’s access, authority, and any limitations in the Business Internet Banking System. An individual’s designation as a User shall continue to be effective until the Client Representative removes the individual as a User from the Business Internet Banking System.

Name of Client Representative

Signature

Title

E-mail Address

Telephone Number

Fax

Client: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 2: Services

Client: _____

Work Phone: _____ Other Phone: _____ Tax ID# _____

1. Bank agrees to provide the services below selected by the Client.
2. Client agrees to provide Bank with written notice if Client wishes to modify services as stated below.

Additional Services: (services below may require additional contracts, check all that apply)

- Wire transfers (Incorporated as Addendum 1 if selected)
- ACH Batch Files (Incorporated as Addendum 2 if selected)
- Tax Payments (Incorporated as Addendum 3 if selected)
- Account Reconciliation
- Positive Pay

ATTACHMENT 3: ACCOUNT DESIGNATION FORM

Client: _____

1. Bank agrees to set up Client's Account(s), listed below, on the Business Internet Banking System.
2. Bank assumes no liability for changes or modifications to the Account setup after initial installation on the Business Internet Banking System.
3. Client authorizes Bank to set up the accounts listed below on the Business Internet Banking System. Client must notify Bank in writing if Client wishes to set up additional accounts. Client authorizes Bank to debit the authorized Accounts listed below for payment of service fees as provided in Attachment 4.

Account Number	Account Type	Account Name
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

ATTACHMENT 4: FEE SCHEDULE

Client: _____

1. Client agrees to pay _____ for training on the Business Internet Banking System. Client authorizes Bank to debit stated account below for this one-time fee upon training of Client to use the Business Internet Banking System. Upon termination of this agreement, training fees will not be refunded.
2. Client authorizes Bank to debit Account to pay a monthly maintenance fee assessed according to Section 4 below. Fees will be debited from Client's account at the end of the month. Client acknowledges that additional accounts opened and installed on Business Internet Banking System **may** alter the monthly maintenance fee. Client may authorize Bank to offset all related fees through a corporate analysis account.
3. Bank reserves the right to modify this fee schedule as provided for in Section 15 of the Cash Management Client Agreement.
4. A monthly base fee of \$ _____ will be charged per Client Representative.
5. Normal transaction fees will apply for all other Services as set forth in the schedule of charges currently in effect for Client.
6. Client authorizes Bank to debit account number _____ for all related service charges and fees stated above.
7. Client agrees to provide Bank with written notice if Client wishes to change the account to be debited for related service charges and fees.