



## Business Banking Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Company", "you", or "Customer") and Presidential Bank, FSB (the "Bank," or "Financial Institution") and sets forth the Customer's and Bank's rights and responsibilities concerning any and all transaction requests made through the Business Banking service.

**Agreement.** This Business Banking Agreement establishes the terms and conditions for electronic access to your accounts using the Business Banking electronic banking system (the "System"). By signing below, you agree to the terms of this Agreement.

**Definitions.** As used in this Agreement, the following terms have the meanings given below:

**"Company", "You", "Your(s)", "User"** and similar terms mean the account holder and anyone else authorized by that account holder to exercise control over or access to Accounts or the System.

**"We", "Us", "Our", and "Bank"** and similar terms mean Presidential Bank.

**"System Services" or "Services"** means the services provided pursuant to this Agreement.

**"Account(s)"** means your accounts with us that are accessed through the System.

**"BillPayer", "BillPay", "Bill Payment"** means the bill payment service offered by Presidential Bank through CheckFree Services Corporation.

**"Business Day"** means Monday through Friday, excluding Federal Reserve holidays.

**"ACH"** means a transaction processed through the Automated Clearing House.

**"Funds Transfer"** means a Payroll, Wire Transfer, Electronic Funds Transfer Tax Payment Service, ACH originations, transfer between Accounts, or any other payment order processed by you using the System.

**"Access Codes"** means the unique login ID and password associated with each authorized User, used to prevent unauthorized access to the System.

**"Company Administrator"** means a User who has maintenance authority over Accounts, Access Codes and Services.

**"Consumer Transaction"** means a Funds Transfer to or from an Account of yours that is maintained primarily for personal, family or household purposes. A Funds Transfer is not considered to be a Consumer Transaction, even though the Funds Transfer is to or from a Consumer Account, if the Funds Transfer: (i) is through Fedwire or a similar wire transfer system; (ii) has as its primary purpose the purchase or sale of a security or commodity regulated by the SEC (or the Commodity Futures Trading Commission) or purchased or sold through a broker-dealer (or a futures commission merchant); or (iii) is otherwise not covered by the Electronic Funds Transfer Act and its implementing federal Regulation E (12 CFR Part 205).

**"Cut Off Time"** means a deadline we may establish from time to time on any business day by which we must receive instructions to have them considered for processing on that business day. The Cut Off Time may vary based on the Service.

**Hours of Access.** You can use the System seven days a week, twenty-four hours a day, although some or all Services may occasionally be unavailable due to maintenance or upgrades. We may treat instructions received after a Cut Off Time, or on a day not a business day, as received on the next business day.

**Access.** To use the System, you must have at least one checking or savings account with us, access to an Internet service, and an e-mail address. Your Internet Browser software must support 256-bit encryption. You are responsible for the set-up, configuration, operation and maintenance of your computer, internet connection and all other hardware and software you use with the System. You agree that we are not responsible for any errors or failures from any malfunction outside of our control, including power interruption, delay resulting from high volumes of Internet traffic, breach of security (other than Systems under our control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the Services.

**Enrollment and Accounts.** You must complete and return the Enrollment Form attached to us for our approval. This Agreement is not consummated unless and until we review and approve your application to use the Services, as set out in the Enrollment Form. The Enrollment Form will designate a Primary Company Administrator and Secondary Company Administrators, as applicable. If you are approved, we will send the Primary Company Administrator confirmation of our acceptance of your enrollment. You authorize us to obtain information about you from others (including credit reporting

---

agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request from time to time. The System can be used to access only the Accounts that you have designated for access on your Enrollment Form and approved by the Bank. It is the responsibility of a Company Administrator to add all other company users. To change a Company Administrator the company must complete and submit a new Maintenance Form. Company Administrators have the authority to designate the Services available to a user. Company Administrators can establish limits on each user's authority to access information and conduct transactions. You can add or delete any of your Accounts from this Agreement by completing and submitting a new Maintenance Form. The System does not verify or authenticate any Funds Transfer or communication from a user except through the security procedures. We do not, for example, verify whether any individual who accesses the System is or is not an authorized user except through the security procedures. You are responsible for all transactions, whether or not a user is authorized, as discussed below.

**Services.** You can use the System to access the Services designated on the Enrollment Form, and as approved by us. The System will allow you to check the balances of your accounts, view account transactions, make stop payment requests, send service requests to the bank, pay bills, request wire transfer, originate ACH, request tax payments and engage in mobile banking. Some Services may not be available to you except after special application to and approval by us. Unless specifically authorized by us, you agree to use the Services solely for business purposes and not for any consumer transactions. In addition, limitations and restrictions may apply to Services, as explained in other sections of this Agreement. We may offer additional Services in the future. We reserve the right to determine your eligibility for any Service.

**Mobile Banking.** Your enrollment in the Service enables you to access certain features and functionality of the Service by use of an electronic wireless device, such as mobile telephones or tablet devices ("Mobile Banking"). Mobile Banking requires you to have a mobile device with Internet capability.

Not all services available within online Business Banking may be available within Mobile Banking. By using the Bank's Alerts and Text Banking services, you are agreeing to the terms and conditions presented herein and certifying that you are the owner on the specified account. Message frequency depends on account settings. Message and data rates may apply. The Bank's Alert and Text Banking services may be limited by wireless carriers. Some of the Services may not be available to you because you and/or your mobile device are not eligible for the particular Service.

**Security Protocols.** As identified on the Enrollment Form, we will setup an Access Code consisting of a Username and temporary password that utilizes both upper and lower case alpha and numeric characters. The Username associated with a User's Access Code is randomly generated and can be changed by the User; however, upon initial login to the System, you are required to change that password. You agree, upon receipt of the Access Code, to login to the System to change the password. Passwords must utilize a minimum of 8 characters and use a mix of letters, numbers, or symbols. We may communicate username and temporary passwords to the Company Administrator by phone, email or by USPS mail. We will never inquire regarding a User's password and it should not be communicated to us or to any other person not authorized by you to use the System. Passwords should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, account numbers, and should be memorized rather than written down. Upon five unsuccessful attempts to use an Access Code, access to the System will be disabled. Your Company Administrator can re-establish authorization for other users. The Company Administrator must contact us to have the Access Code reset or to obtain a new temporary password. The new temporary password will utilize both upper and lower case alpha and numeric characters, and require the Company Administrator to change the password after a successful login to the System.

**Responsibility for Unauthorized Use of the System.** You agree that we are authorized to act on instructions received under an Access Code associated with you. We use the Access Code as a security procedure to protect against unauthorized use of the System, including unauthorized Funds Transfers. You agree that the authenticity of Funds Transfers and other communications issued to us in your name as sender will be verified by us using the security procedures described in this and all other related agreements. A Funds Transfer request or other communication received by us after the System is accessed using an Access Code associated with you will be deemed by us to be an authorized and a valid instruction from you; we will be entitled to rely on this authority and you will be obligated and bound by all such instructions and messages even if in fact the Funds Transfer request or other communication was not authorized by you. You acknowledge that the security procedures are for the purposes of verifying authenticity and not for detecting error. Use of any Service constitutes your agreement to be bound by these terms and conditions.

**You are Responsible for Confidentiality and Security.** You accept responsibility for the confidentiality and security of all Access Codes. You agree to keep Access Codes secure and absolutely confidential and will inform all Users of the

System that Access Codes are to be kept confidential. You agree to immediately notify us if you believe or suspect that an Access Code may have become known by unauthorized person(s). WE WILL NOT BE LIABLE TO YOU FOR ANY UNAUTHORIZED FUNDS TRANSFER THAT WAS MADE USING AN ACCESS CODE ASSOCIATED WITH YOU OR ANY USER IF IT OCCURS BEFORE YOU HAVE NOTIFIED US OF THIS POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT UPON YOUR NOTICE. We may disable your access to the System even without receiving notice from you, if we suspect it is being used fraudulently or in an unauthorized manner, but are not required to do so.

**You are Responsible for Authorization Controls for Services.** You are responsible for controlling access to the Services and for any limitations placed by you on the Services that may be used by other persons. The fact that we are or may be made aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that persons may utilize the System (including inquiries, transfers, and account verification) without regard to any restrictions otherwise applicable to an Account. You agree that any arrangements with us to require one or more authorized signatures for transactions involving your Accounts do not apply to nor limit our obligation to act upon your online instructions.

**You are Responsible for your Company Administrators.** You agree and understand that the Company Administrators you choose may act on your behalf in all matters relative to user access and authority levels of System Services, including changing the Account(s) associated with an Access Code or a Service. You assume sole responsibility for the actions of your Company Administrators, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Company Administrators to use the Services. Authorization granted by a Company Administrator to a User to use a Service (including any Funds Transfer Service) will be deemed to be authorization granted by you. You or your Company Administrator will need to designate which Accounts will be utilized for Services, including Funds Transfers. If you or a Company Administrator links an Account that would otherwise require more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by an Access Code. This may mean that we may act upon the Funds Transfer request of only one person (e.g., to Wire Transfer funds), even though the signature card documents for the Account in question require two or more signatures on checks or otherwise imposes specific limitations on access to deposit or loan balances. As long as an instruction is accompanied by an Access Code, the transaction will be deemed authorized by you. The Company is responsible for notifying the Bank of any changes to Company's Administrators.

**Risks of Loss.** You assume all risks associated with disclosure, discovery or misuse of any Access Code to or by your employees or others. We are not responsible for verifying whether a Funds Transfer request or other communication is originated by you other than through the verification process contained in the security procedures of the System.

**Compliance with Security Procedures/Protection of the Services.** You will establish procedures to protect the confidentiality of all information relating to the Services, including all Access Codes, and will promptly notify us if you know or suspect any Access Code is stolen, compromised, or misused. You will require and implement new passwords at reasonably frequent periods, based on your assessment of the security requirements appropriate for the Services utilized by you.

**Your Obligation to Review and Acknowledge Security Procedures (Schedule A).** You will on an on-going basis review and implement all security procedures available in connection with the System. You will consider the size, type and frequency of Funds Transfers normally issued by you, along with any other factors relevant to you. After your review, you will notify us if your use of the System would necessitate or be better served by a level of security procedures better able to prevent unauthorized Funds Transfers.

If you fail to notify us, you acknowledge and agree that the security procedures of the System are appropriate for your needs and provide you with a commercially reasonable degree of security against unauthorized use.

**Access to Account Information.** You can obtain balance and other account information through the Service. Since we do not process certain information and transactions until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Some balances are provisional, and these may be identified as such (for example, as "memo posted" to your Account(s)). Whether a transaction is or is not identified as provisional, we may reverse any transaction where doing so will assist us in preventing a loss or risk of loss to us. There may be delay or lag between the time information is sent to or from the System to the time it is received from or at your computer, and Account status or information may change during that time delay.

**Fees and Charges.** You agree to pay our fees and charges (Schedule B) for your use of our Services, as they are set by us, and which may change from time to time. These fees are separate from and in addition to any regular Account fees and service charges that may apply to your account(s). You agree that fees and charges may be deducted from any of the Accounts maintained by you with us or any other account of yours. You agree to pay any additional charges for services you request that are not covered by this Agreement. You are also responsible for telephone, Internet service, taxes, or any third party fees or charges incurred in connection with your use of the System. We will notify you in writing of the fees and charges we establish from time to time for the Service and you agree to pay them promptly. We may, in our discretion, change such fees and charges upon 30 calendar days prior written notice.

**Receipt of Funds Transfer Requests; Duplicate Instructions; Cancellation.** Funds Transfer requests or other communications are deemed to be received by us only if and when the System successfully acknowledges such instructions. You will ensure you do not send us duplicate instructions via the System. We are not responsible for duplicate Funds Transfers, even if we may have been able to ascertain that the Funds Transfer was a duplicate. If you wish to cancel or amend any instruction, you may do so using the System if the System will allow such action. You have no right to cancel or amend any instruction after we have received it, except as may be accomplished using the System. You may call us if you wish our assistance, and we may at our discretion seek to assist you in canceling or amending any instruction, but are not obligated to do so. If we do, you will indemnify us in accordance with this Agreement for any losses we may suffer in connection with our efforts.

**Processing Transfers Between Accounts.** Account-to-Account transfer requests may be made as one-time or recurring, same day or in the future. Account transfer requests received by us through the System are posted and processed on the same day. For current day transactions, you will need to have sufficient available funds in the account that funds are to be transferred from to cover the amount of the transfer. For future or recurring transactions, you will need to have sufficient available funds on the day the transaction is to occur. If you do not have available funds, you may incur an insufficient funds fee. Please refer to our account Schedule of Fees for details. Future dated or recurring transactions scheduled for a non-business day will be processed the next business day.

**Other Funds Transfer Services Agreements.** Use of the System for any of the following Services serves as acknowledgement by you of the appropriate agreement and your consent to it.

**BillPayer.** The BillPayer services will be subject to the terms of this agreement and to those of the Bill Payment Service.

**Automated Clearing House (ACH) Originations.** The ACH Services will be subject to the terms of this Agreement and to those of the Automated Clearing House (ACH) Origination Agreement.

**Wire Transfers.** The Wire Transfer Services will be subject to the terms of this Agreement and to those of the Wire Transfer Agreement.

**Sole Proprietor.** If you are a sole proprietor, refer to our Electronic Funds Transfer Disclosure for additional rights that you have regarding consumer transactions. All non-Consumer transactions by you remain governed by this Agreement.

**Stop Payments.** You may submit stop payment requests via the System for paper checks you have written which have not posted to your Account. Your stop payment request will need to reach us in sufficient time for us to process the request before the paper item has been paid. The check covered by the stop payment request must be described exactly, to include check number and exact amount of check. If you make a stop payment request, you agree:

- To indemnify and hold us harmless from all liability, damage and expense incurred for refusing payment of the check.
- That the order shall automatically terminate if the Account on which the check is drawn is closed.
- To notify us in writing to release the order if and when the reason for the stop payment ceases to exist.
- That the order will expire and be of no further effect six months from date of its receipt by us unless earlier released or renewed by you in writing.
- Despite proper completion and delivery of a stop payment order, you are still liable on the check to any subsequent holder in due course. If the check for any reason is paid over the stop payment order, we may avail ourselves of remedies at law to recover the loss.
- That you are responsible for researching your records to determine whether the check you wish to place a stop payment order has in fact paid previous to the time of your placement of the stop order. If you do place a stop payment order after it has been paid, you may be assessed a stop payment fee even though the check has been and will remain paid.

**Overdrafts.** Credits to your account will be made in accordance with our standard funds availability policy. If your Account has insufficient funds to perform all electronic fund transfers and other payments from the account for a given business day, then:

- Funds transfers initiated through the System that would result in an overdraft of your account may, at our discretion, be canceled.
- In the event the electronic fund transfers initiated through the System that would result in an overdraft of your account are not canceled, overdraft charges may be assessed, pursuant to the terms of any deposit agreement for that account.
- Items may be dishonored or otherwise returned to avoid an overdraft.
- You authorize us to seek the return of any previously sent funds transfers.

**Automated Clearing House (ACH) Originations.** Electronic payments made through the Automated Clearing House (ACH) are subject to the rules set by the National Automated Clearing House Association (NACHA), as amended from time to time, and you agree to be bound by the Operating Rules of the ACH and all laws and regulations of the United States. You can obtain a copy of the Rules by contacting NACHA at 2550 Wasser Terrace, Suite 400, Herndon, VA 20171.

**Compliance with Applicable Laws, Rules and Regulations.** You agree not to use the System in violation of, and you must comply with, all laws, rules or regulations applicable to you, to us and to the System. Without limiting the foregoing, you agree not to use the System in violation of federal sanctions laws administered by the Office of Foreign Asset Controls. You agree to indemnify, defend and hold us harmless for any action or inaction by you that causes harm to us, if your action or inaction is a violation of any provision of this Section. We may act (or refuse to act) at any time and from time to time in a manner deemed by us in good faith to be appropriate or required under any law, rule or regulation applicable to us, and you agree that we will not be liable for any harm suffered by you as a result.

**Limits on System Transactions.** Federal regulations limit the number of certain types of transfers from certain interest bearing accounts; specifically savings and money market accounts. You are limited to six pre-authorized electronic fund transfers and telephone transfers (including System transactions, checks and point-of-sale transactions) per month. Each Fund Transfer through the System from your savings or money market deposit account is counted as one of the transactions you are permitted each month. Demand deposit accounts are not subject to these transfer limitations. All transfers between accounts or to third parties are subject to there being sufficient available funds to cover the amount of the transfer request in the affected Account. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any funds transfer or request for you. If we allow transfers to be processed against insufficient funds, we are not obligated to continue that practice. We may from time to time impose lower limits on the amount of any funds transfers or requests. We will communicate these limits to you if they are imposed.

**Security Interest in Accounts.** You grant us a security interest in all Accounts or other deposits (whether general or special) of yours with us, 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. We may hold any funds on deposit with us by you after termination of this Agreement for up to ninety (90) days following the expiration of any return or chargeback rights regarding any funds transfers or ACH entry by you using the System or, if later, until any other claims to such funds have expired.

**Disclosure of Account Information and Transfers.** You agree that information about your Accounts or the transfers you make may be disclosed by us to others, both in connection with our providing the Services and for other business purposes. For example, we may disclose personal information to third parties in the following cases, and others:

- If we have entered into an agreement with another party to provide any of the Services.
- If it is necessary for completing transfers or otherwise carrying out your instructions.
- If it is necessary to verify the existence and condition of an Account for a third party.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- If you otherwise give us your specific permission.

**Periodic Statements.** You will receive a monthly checking and savings account statement. Your statement will include all transactions that occurred during the month in your Accounts. There will not be a separate statement for banking transactions you make using the System. Transfers to and from your Accounts using the System will appear on the respective periodic statements for your Accounts. You will not receive separate confirmation of transfers to or from your Accounts through the System, other than the information provided to you using the System. The Company agrees to notify the Financial Institution

promptly of any discrepancy between the Company's records and the information shown on any such periodic statement. If the Company fails to notify the Financial Institution within 30 days of receipt of a periodic statement, the Company agrees that the Financial Institution shall not be liable for any other losses resulting from the Company's failure to give such notice.

**Your Right to Terminate.** You may cancel your System Services at any time by providing us with written notice. Your access to the System will be suspended within three (3) business days of our receipt of instructions to cancel your System Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation. Any unprocessed transactions including future dated and recurring transactions, will be cancelled as a result of termination of your System Service.

**Our Right to Terminate.** You agree that we can terminate or limit your access to the System Service or any particular service for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion. Any unprocessed transactions including future dated and recurring transactions will be cancelled as a result of termination of your System Service.
- Upon reasonable notice (including immediate), for failure to comply with annual review requirements.

**Inactivity.** We may remove access to the System if it is not used for over one hundred and eighty (180) days, without prior notification from us to you. If your access is removed, you must contact us to have a new access created. You may be required to re-apply for the Service. Any unprocessed transactions associated with the cancelled access, including future dated and recurring transactions, will be cancelled.

**Communications Between You and Us.** You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur on the Internet. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided by the System.

**Your Duty to Notify Us of Error.** If you fail to notify us within 60 days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from asserting any lack of authorization or any error against us.

**Data Recording.** Your usage of the System may be maintained as part of our records. You consent to such recordkeeping.

**Consent to Electronic Communication.** You agree that any notice or other communication may be provided to you by us electronically (including by e-mail to you or by posting on our web site). You agree to notify us immediately of any change in your e-mail address. Any communication we make will be considered made when transmitted or posted by us.

**Change in Terms.** We may change the terms of this Agreement at any time. We may provide you with notice of the change electronically, as described above. Your continued use of any Service offered through the System indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

**Limitation on Liability.** As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly as reasonably possible, but in no event later than five (5) business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. This paragraph shall survive termination of this Agreement by either party.

**NO CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED

OF THE POSSIBILITY THEREOF. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK.

**Indemnity.** You will indemnify, defend and hold us harmless from any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees), which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement.

**Governing Law.** This Agreement is also subject to applicable federal laws and the laws of the State of Maryland (except to the extent this Agreement can and does vary such rules or laws, and excluding Maryland rules governing conflicts of law). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

**Miscellaneous.** All times in this Agreement are in local time of the Bank. This Agreement, together with the Enrollment Form, constitutes the entire agreement between you and us with respect to the Services, except as expressly provided herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with us (such as for loans or other Services), continue to apply except as specifically altered by this Agreement. This Agreement shall be effective when we accept and agree to it, as evidenced by the signature of a Bank officer below. You represent and warrant that this Agreement once duly executed and delivered by both parties, will be a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with us in all manner reasonably requested by us, including providing us with information about you and executing and delivering to us any documents reasonably requested by us to further the purposes of this Agreement.

**Attached (as part of this Agreement):**

- ACH Origination Agreement
- Wire Transfer Agreement
- Bill Payment Agreement
- Security Procedures – Schedule A
- Schedule of Fees – Schedule B

### **Automated Clearing House (ACH) Origination Agreement**

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entries" shall have the meaning provided in the *Rules* and shall also mean the data received from the Company hereunder from which the Financial Institution prepares entries.

**ACH Rules:** When engaging in any transaction through the ACH you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the *Rules*), as amended from time to time. You can obtain a copy of the *Rules* from NACHA at <https://www.nacha.org/rules>. The Company agrees to comply with and be bound by the *Rules*. In the event the Company violates any of the applicable *Rules* and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the fine to the Company. The Financial Institution agrees to inform the Company of revisions to the *Rules* of which the Financial Institution has knowledge at least annually. These updates may be provided in writing or by providing a CD to the Company Administrator at the Company's expense. Updates will be provided in the first quarter of each year and the Company's account will be debited for the cost of providing the CD, if applicable. The Bank's current process does not support the origination of International ACH Transactions (IAT's).

**U.S. Law:** It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

**Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the state of Maryland.

**Security Procedures:** The Company and the Financial Institution shall comply with the security procedure requirements described in the attached Schedule A with respect to entries transmitted by the Company to the Financial Institution.

The Bank will ensure that the Originator/Third-Party Sender and any Third-Party Service Provider acting on behalf of the Originator/Third-Party Sender will implement and maintain security policies, procedures and systems related to the initiation, processing and storage of Entries and resulting Protected Information.

The Bank will implement and maintain security policies/procedures, and systems related to the initiation, processing and storage of Entries and resulting Protected Information. The policies, procedures and systems will protect the confidentiality and integrity of Protected Information will protect against anticipated threats or hazards to the security or integrity of Protected Information, will protect against the unauthorized use of Protected Information, and will include controls on system access. The Bank will ensure that the Originator and any Third-Party Service Provider acting on behalf of the financial institution or Originator will implement and maintain security policies, procedures and systems related to the initiation, processing and storage of Entries and resulting Protected Information.

Systems utilized for receiving, initiating and processing entries are restricted to authorized personnel. The processing of entries systematically requires dual entry. Documents are stored in a secure location and/or electronically with restricted access.

Note: The definition of Protected Information not only covers financial information, but also includes sensitive non-financial information (such as non-financial account information contained in Addenda Records for bill payments) that may be incorporated into the Entry or any related Addenda Record.

### **Processing, Transmittal and Settlement by Financial Institution:**

- (a) Except as provided in Security Procedures, the Financial Institution shall (i) process entries received from the Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank, Richmond (the "ACH Operator"), and (iii) settle for such entries as provided in the *Rules*.
- (b) The Financial Institution shall transmit such entries to the ACH Operator by the deadline of the ACH one business day prior to the Effective Entry Date shown in such entries, provided (i) such entries are received by 4:00 pm Eastern Time on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day.
- (c) If any of the requirements of clause (i), (ii), or (iii) listed above are not met, the Financial Institution 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.
- (d) For a Health Care EFT Transaction to a Non-Consumer Account, the Bank will automatically provide or make available all information contained within the Payment Related Information field of the Addenda Record Transmitted with the Health Care EFT Transaction. Information will be provided by the opening of business on the second banking day following Settlement Date of the Entry. The Bank will offer or make available to the Health Care Provider an option to receive or access the Payment Related Information via a secure, electronic means that provides a level of security that, at a minimum is equivalent to 256-bit encryption technology.

**Rejection of Entries:** The Financial Institution shall reject any entry which does not comply with the requirements of this Agreement, or which contains an Effective Entry Date more than 2 days after the business day such entry is received by the Financial Institution. The Financial Institution shall have the right to reject any entry if the Company has failed to comply with its account balance obligations. The Financial Institution shall notify the Company by phone or electronic transmission (email) of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH Operator. The Financial Institution shall have no liability to the Company 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.

**Cancellation or Amendment by Company:** The Company shall have no right to the cancellation or amendment of any entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company for cancellation of an entry prior to transmitting it to the ACH Operator.

**Notice of Returned Entries:** The Financial Institution shall notify the Company by phone or electronic transmission (email) of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt.

**Reinitiation of Entries:** The Company may not reinitiate entries except as prescribed by the *Rules*.

**Payment:** The Company shall pay the Financial Institution the amount of each entry transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such entry as the Financial Institution, at its discretion, may determine, and the amount of each on-us entry at such time on the Effective Entry Date of such entry as the Financial Institution, at its discretion, may determine.

**The Account:** The Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the Business Banking Agreement, and shall credit the account for any amount received by the Financial Institution by reason of the return of an entry transmitted by the Financial Institution for which the Financial Institution has previously received payment from the Company. Such credit shall be made as of the day of such receipt by the Financial Institution. The Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Financial Institution may debit any account maintained by the Company with the Financial Institution or any affiliate of the Financial Institution or that the Financial Institution may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligations under this Agreement.

**Company Representations and Agreements; Indemnity:** The Company agrees that (a) each person shown as the Receiver on an entry received by the Financial Institution from the Company has authorized the initiation of such entry and the crediting/debiting of its account in the amount and on the Effective Entry Date shown on such entry, (b) such authorization is operative at the time of transmittal or crediting/debiting by the Financial Institution as provided herein, (c) entries transmitted to the Financial Institution by the Company are limited to those types of entries agreed upon by the Bank during the Enrollment process, (d) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Company shall be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision thereof making payment of an entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver. The Company shall indemnify the Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

**Liability; Limitations On Liability; Indemnity:**

- (a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any entry received from the Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an entry by such Receiver or Receiving Depository Financial Institutions), and not such person shall be deemed the Financial Institution's agent. Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Financial Institution is responsible for, any act of omission by the Company or any other person described in this Section.
- (b) In no event shall the Financial Institution be liable for any consequential, special punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- (c) The Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal

Reserve guidelines or if the Financial Institution is otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly as reasonably possible, but in no event later than five (5) business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. This paragraph shall survive termination of this Agreement by either party.

**Force Majeure:** Notwithstanding any other provision of this Agreement, bank shall not be liable for any loss, expense, failure to perform, or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical or communication line failures, acts of third parties (including without limitation any messenger, telephone, or delivery service), acts of God, or any other cause or causes which are beyond Bank's reasonable control.

**Compliance with the Security Procedures:**

(a) If an entry (or a request for cancellation or amendment of an entry) received by the Financial Institution purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's entry and the Company shall be obligated to pay the Financial Institution the amount of such entry even though the entry was not authorized by the Company, provided the Financial Institution acted in compliance with the security procedure referenced in Schedule A.

(b) If an entry received by the Financial Institution was transmitted or authorized by the Company, the Company shall be obligated to pay the amount of the entry as provided herein, whether or not the Financial Institution complied with the security procedure referred to in Schedule A and whether or not that entry was erroneous in any respect or that error would have been detected if the Financial Institution had complied with such procedure.

**Inconsistency of Name and Account Number:** The Company acknowledges and agrees that, if an entry describes the Receiver inconsistently by name and account number, payment of the entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Financial Institution in the case of an on-us entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the entry to the Financial Institution is not excused in such circumstances.

**Notifications of Change:** The Financial Institution shall notify Company of all notifications of change received by the Financial Institution related to entries transmitted by the Company by (mail, fax, electronic transmission, etc.) no later than two banking days after receipt thereof.

**Payment for Services:** The Company shall pay the Financial Institution the charges for the services provided for herein set forth in the Fee Schedule (Schedule B). Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between the Financial Institution and the Company with respect to the account.

**Fees and Charges:** Refer to Schedule B.

**Amendments:** From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.

**Termination Notices, Instructions, Etc.**

(a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. All changes to Authorized Representatives must be presented by the completion of an amended Enrollment Form.

(c) You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. 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.

**Data Retention:** The Company shall retain data on file adequate to permit remaking of entries for 10 days following the date of their transmittal by the Financial Institution as provided here, and shall provide such data to the Financial Institution upon its request.

**Third Parties:** The Company shall assume full liability for any action made by any third-party processor used by the Company at its discretion to initiate entries on its behalf.

**Reversing Entries:** The Company shall notify the Receiver that a reversing entry has been transmitted to the Receiver's account no later than the settlement date of the reversing entry. This notification may be made by the Company's method of choice (fax, telephone, etc.)

**Termination:** You may cancel your System Services at any time by providing us with written notice. Your access to the System will be suspended within three (3) business days of our receipt of instructions to cancel your System Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation. Any unprocessed transactions including future dated and recurring transactions, will be cancelled as a result of termination of your System Service.

You agree that we can terminate or limit your access to the System Service or any particular service for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion. Any unprocessed transactions including future dated and recurring transactions will be cancelled as a result of termination of your System Service.
- The right of the Originating Depository Financial Institution ('ODFI') to suspend the agreement for breach of the Rules within 10 banking days.

**Records, Information and Audits:** You agree to determine promptly the accuracy of all records and information regarding the Service or any transfer delivered by us to you and to notify us immediately of any errors in such records or information. Nothing in this Agreement shall relieve you from (i) any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or (ii) any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

You agree that we (the ODFI) can audit you (the Originator) for compliance of the agreement and the Rules.

**ACH Exposure Limit Documentation:** In the event services requested by you may result in credit exposure to Presidential Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

**Availability and Alternatives:** The Company can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. The Bank will use reasonable efforts to post notice of any extended periods of non-availability on its website. If the Company is unable to access the System for any reason, the Company can contact Customer Service for loan and deposit information and to otherwise transact on the Account. If the Company believes that alternative means of Funds Transfers are needed to mitigate

the risks that the System is unavailable, the Company must contact the Bank and arrange for alternative procedures for submitting and verifying the Funds Transfer requests.

**Electronic Federal Tax Payment:** The service will allow you to transfer funds from your account(s) with us (a "Tax Transfer") to pay your federal payroll taxes to the Internal Revenue Service (the "IRS") and to pay certain other Federal taxes listed from time to time in our Business Banking service. Each transfer will be a "Tax Transfer" under this Agreement. You may initiate tax transfers using the Business Banking system.

**Access:** You must have already registered for EFTPS – Through a Financial Institution. Registration can be established at [www.EFTPS.gov](http://www.EFTPS.gov). We will inform you when the Service is operational for you. The Bank may require tax payment details prior to creating a template and providing access.

**Initiating Tax Transfers by EFT:** You agree to initiate Tax Transfers by Electronic Funds Transfer ("EFT"). This will allow you to originate an Automated Clearing House ("ACH") credit in the amount of any tax payment from your designated account with us ("the Account"), to the account at the Federal Reserve or other financial institution of the governmental agency or entity owed the tax. All EFT Tax Transfers will be made in accordance with the terms of this Agreement, and the Operating Rules of the National Automated Clearing House Association ('NACHA Rules').

### Wire Transfer Agreement

**Access:** In order to obtain Wire Transfer functionality, the Customer must be a commercial customer of the Bank and have a valid Business Banking user ID and password that allows access to the Wire Transfer features. Wire Transfer service must be approved by the Bank before it is issued.

**Fees and Charges:** Refer to Schedule B.

**Cut-off Times:** The following cut-off times apply to wire transfer requests received through the Business Banking system. Requests received after the cut-off time are processed the next business day. **All domestic wire transfer requests must be received no later than 3:00 pm Eastern Time. Foreign/International wires transfer requests must be received no later than 2:00 pm Eastern Time** (Foreign/International wires may take 3 or more business days to reach the beneficiary).

**Security Procedures.** The Company and the financial institution shall comply with the security procedure requirements described in the Security Procedures (Schedule A) with respect to entries transmitted by the Company to the financial institution.

#### Compliance with the Security Procedures:

- (i) If a wire transfer request is received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's entry and the Company shall be obligated to pay the financial institution the amount of such entry even if the entry was not authorized by the Company, provided the financial institution acted in compliance with the security procedure referenced in the Security Procedures.
- (ii) If a wire transfer request received by the financial institution was transmitted or authorized by the Company, the Company shall be obligated to pay the amount of the entry as provided herein, whether or not the financial institution complied with the security procedure referred to in Security Procedures and whether or not that entry was erroneous in any respect or that error would have been detected if the financial institution had complied.

**Wire Transfer Instruction:** Customer certifies that the information contained in each Wire Transfer request is true, complete and accurate.

**Execution:** Bank will use its best effort to execute each properly authorized Wire Transfer request on the day of receipt if (i) Bank receives the request before Bank's cut-off time, and (ii) the day of receipt is a Wire Transfer business day. Bank may change the cut-off time without prior notice to Customer. Cut-off times are displayed within the Business Banking system.

**Rejection of Wire Transfer Request:** The Bank may, at its sole discretion, reject any Wire Transfer request (i) which exceeds the collected and available balance in the designated account, (ii) involves funds subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal, or (iii) contains incorrect, inconsistent, ambiguous, or missing information. Bank shall incur no liability to Customer for any loss associated by Bank's refusal, with or without notice to the Customer, to honor wire transfer request.

**Cancellation:** Customer shall have no right to cancel or amend a Wire Transfer request after it is received by the Bank. However, the Bank shall use reasonable efforts to act on a request by Customer to cancel or amend a request prior to executing it, but shall have no liability if cancellation or amendment is not effected.

**Inconsistency of Name and Account Number:** The Company acknowledges and agrees that, if a Wire Transfer request describes the beneficiary inconsistently by name and account number, payment of the entry transmitted to the beneficiary's financial institution might be made on the basis of the account number even if it identifies a person different from the named beneficiary, and that the Company's obligation to pay the amount of the entry to the financial institution is not excused in such circumstances.

**Limitation of Liability:** Except as otherwise required by the State of Maryland, Bank shall not be liable for any loss or liability arising from (i) any inaccuracy, or failure to act on the part of any person not within the Bank's reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to Bank or Customer; (ii) the failure of other financial institutions to accept payment orders; (iii) Customer's negligence or breach of this Agreement; (iv) any ambiguity or inaccuracy in any instruction or in the information set forth in this Agreement given to Bank by Customer; or (v) any error, failure or delay in execution of any Wire Transfer request, or cancellation or amendment, including, without limitation, any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

Provided that bank has complied with this Agreement, Customer agrees to indemnify and hold Bank and its directors, officers, employees, agents, and attorneys harmless against any claim of a third party arising from or in connection with this Agreement or Bank's performance or wire transfer services for Customer. Customer agrees to take any and all reasonable action to mitigate any potential or actual Bank loss or liability hereunder. In all cases, Bank's liability for any act or failure to act under this agreement shall be limited to the resulting direct loss, if any, of Customer and payment of interest. UNDER NO CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, including without limitation, loss, or damage from subsequent wrongful dishonor resulting from Bank's act or omissions under this Agreement.

**Force Majeure:** Notwithstanding any other provision of this Agreement, bank shall not be liable for any loss, expense, failure to perform, or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical or communication line failures, acts of third parties (including without limitation any messenger, telephone, or delivery service), acts of God, or any other cause or causes which are beyond Bank's reasonable control.

**Waiver:** Customer acknowledges that any wire transfer request executed by bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that Bank may capture and transmit information regarding Customer (for example, Customer's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of processing the wire transfer request. Customer agrees to assist Bank in connection with any requirements imposed on Bank in fulfilling bank's obligation in this regard.

**Amendments:** From time to time the financial institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the financial institution's notice to the Company.

**Termination Notices, Instructions, Etc.:**

(a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The financial institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. All changes to Authorized Representatives must be presented by the completion of an amended Enrollment Form.

(c) You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. 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.

Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur on the Internet. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided by the System.

**Exposure Limit Documentation:** In the event services requested by you may result in credit exposure to Presidential Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

**Availability and Alternatives:** The Company can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled system maintenance. The Bank will use reasonable efforts to post notice of any extended periods of non-availability on its website. If the Company is unable to access the System for any reason, the Company can contact Customer Service for loan and deposit information. If the Company believes that alternative means of Funds Transfers are needed to mitigate the risks that the System is unavailable, the Company must contact the Bank and arrange for alternative procedures for submitting and verifying the Funds Transfer requests.

### Bill Payment Service

#### Service Definitions:

“**Service**” means the bill payment service offered by Presidential Bank FSB through CheckFree Services Corporation.

“**Agreement**” means these terms and conditions of the bill payment service.

“**Biller**” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“**Payment Instruction**” is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“**Payment Account**” is the checking account from which bill payments will be debited.

“**Billing Account**” is the checking account from which all Service fees will be automatically debited.

“**Business Day**” is every Monday through Friday, excluding Federal Reserve holidays.

“**Scheduled Payment Date**” is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

“**Due Date**” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“**Scheduled Payment**” is a payment that has been scheduled through the Service but has not begun processing.

**Payment Scheduling:** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

**The Service Guarantee:** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

**Payment Authorization and Payment Remittance:** You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**Payment Methods:** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**Payment Cancellation Requests:** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**Stop Payment Requests:** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**Prohibited Payments:** Payments to Billers outside of the United States or its territories are prohibited through the Service.

**Exception Payments:** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

**Bill Delivery and Presentment:** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**EXCLUSIONS OF WARRANTIES:** THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Password and Security:** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account have been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by contacting your financial institution during customer service hours.

#### **Your Liability for Unauthorized Transfers**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have

prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**Errors and Questions:** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-383-6266 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at: Presidential Bank FSB, 4520 East-West Highway, Bethesda, MD 20814

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**Disclosure of Account Information to Third Parties:** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

**Service Fees and Additional Charges:** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**Failed or Returned Transactions:** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will be assessed a fee by the Service if the transaction is returned because you have insufficient funds in your Payment Account to cover the requested payment. You hereby authorize the Service to deduct this amount from your designated Billing Account by ACH debit. In addition, you may be assessed a fee by your financial institution as a result of the return that is separate from and in addition to any fee assessed by the Service; Please refer to your financial institution's fee schedule for details on fee charges.
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**Alterations and Amendments:** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

**Address or Banking Changes:** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files.

**Service Terminations, Cancellations, or Suspension:** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 800-383-6266 during customer service hours; and/or
2. Write us at:  
Presidential Bank FSB  
4520 East-West Highway  
Bethesda, MD 20814

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**Biller Limitation:** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**Returned Payments:** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

**Information Authorization:** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**Disputes:** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the

## Business Banking Agreement

---

Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**Assignment:** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver:** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Captions:** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

***AGREED AND ACCEPTED:***

***Customer:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

***Presidential Bank:***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

---

---

**Schedule A**  
**Security Procedures****Password Protection**

Business Banking's Enhanced Multi-Factor Authentication (EMFA) solution conforms to the latest FFIEC authentication guidelines. After successfully authenticating using access codes (something they know), a one-time password (OTP) is sent to the user's phone (something they have). The user must then enter this OTP into the banking application to complete the login.

The user may receive this OTP via a voice call or text message. EMFA provides a secure, low-cost and easy-to-use second factor of authentication. EMFA reduces the risk of credential exposure due to **phishing, keystroke loggers, Man-in-the-Middle, and brute force attacks.**

It is the responsibility of the Company Administrator to assign a unique user ID and password to any company personnel who will have access to the Business Banking System.

The Password for all users, including the company administrator, must be changed every 180 days.

Password must be a minimum of 8 characters and use a mix of letters, numbers, or symbols. At least two numeric characters are required.

We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password and eligible Account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify Presidential Bank Customer Service at 1-800-383-6266 from 8 am to 10 pm Eastern Time, Monday through Friday, or write to Presidential Bank, Online Services, 4520 East West Highway, Bethesda, MD 20814.

Using the **Additional Services – Manage Users** function, you take control of your employees' access to Business Banking. The Company Administrator establishes individual user rights, including authorization to accounts and dollar thresholds.

Presidential Bank strongly recommends use of the approval feature and daily and/or transaction limits as a security measure to provide dual control when submitting ACH, Wires, and Tax Payment files to the bank. These measures allow the company to establish different security levels, by user, and transaction type.

**Mobile Banking**

Presidential Bank offers mobile banking solutions for Android, iOS (iPhone), as well as a Web interface optimized to run on mobile devices. All data exchanged between Mobile Web Banking and Mobile Banking Apps (iOS and Android) with secure servers is protected in transit using SSL/TLS. In Mobile Web Banking, no customer information is stored or cached in the device. Sensitive data that is stored in Mobile Banking Apps use the device's secure storage.

Following the FFIEC guidance, out-of-band multi-factor authentication and complex device identification is present in all mobile offerings. The iOS application is developed in Objective C and compiled with stack-smashing protection and Address Space Layout Randomization (ASLR) enabled. The stack-smash protection enhances the security of executable programs by detecting buffer overflows on stack-allocated variables, preventing the coding flaw from becoming a serious security vulnerability.

ASLR randomly arranges the positions of key data areas of a program, including the base of the executable and the positions of the stack, heap, and libraries, in a process' address space. The goal of ASLR is to prevent an attacker from reliably jumping to a particular exploited function in memory.

**Inactivity Timeout Feature**

The Inactivity Timeout Feature automatically logs the user off after a designated period of inactivity. The inactivity timeout limit is 20 minutes.

## Cache Security

Business Banking transactions are written in a format that by design cannot be saved in a cache file. This ensures that no one can view account information by accessing the cache file.

## Five Failed Log-Ons

Access is denied after five failed log-on attempts. The Company Administrator is responsible for resetting the password for all other company users. If a Company Administrator needs his/her password reset, the Company Administrator must call the Bank. The Bank can be contacted at 1-800-383-6266, from 8 am to 10 pm Eastern time, Monday through Friday.

## Encrypted URL

Encrypted URL ensures that any account information that appears in the URL is not readable if intercepted. The URL addresses are encrypted on all transactions.

## TLS Protocol / Public Key Cryptography

TLS Protocol / Public key Cryptography protects by:

To initiate a transaction, the company uses a browser to send a message via TLS (Transport Layer Security) to the bank's web server, hosted by the bank's chosen vendor. The bank's web server responds by sending a certificate that contains the bank's public key. The company's browser authenticates the certificate, and then generates a session key, which is used to encrypt data traveling between the customer's computer and the bank's server. The session key is encrypted using the bank's public key and is sent back to the web server.

Exchanging messages using the public/private key pair ensures the communication is happening with the bank's web server and not a third party trying to intercept the transaction request.

## Physical and Electronic Security

The Company is responsible for maintaining its own policies related to physical and electronic security. The Bank retains the right to inquire about or assess the adequacy of the Company's practices related to these items as they may directly impact the safety and soundness of the Financial Institution's own systems.

### Physical security of data may include, but is not limited to the following:

- Limited employee access to sensitive data including ACH and Wire related information. Such data may include:
  - Authorization forms
  - Checks used as part of authorizations including voided checks
  - Emails or other electronic correspondence with entry information
  - Electronic NACHA formatted files sent to the bank for processing
  - Paper files or entries sent to the Bank for processing
  - Other reports containing entry information from accounting software or other programs
- Proper storage of sensitive data utilizing locked storage space

Electronic security of data may include, but is not limited to the following:

- Unique User IDs for each employee
- Password controls:
  - "Strong" password requirements (length, character requirements, etc.)
  - Secure storage of passwords, including ensuring they are not posted at workstation
  - Required changes of passwords at regular intervals
  - Lockout of user account after 5 invalid attempts or less
  - Timeout or automatic locking of workstation after 15 minutes or less
- Restricted access to files on network by job duties
- Designated PC for any internet banking or funds transfer services, such as ACH

- Updated anti-virus and anti-malware programs
- Automatic software patches or upgrades, including operating system updates
- Restrictions on types of internet sites that can be used or usage of company e-mail
- Firewall for office network
- Secure e-mail for communications with customers/employees when sensitive information is being transmitted
- Encrypted or secured customer websites if used for accepting payment requests
- Encryption for laptops or other mobile devices
- “Self-destruct” or “remote clean” ability for lost or stolen mobile devices
- Controls for remote connections to and from the company (e.g. Virtual Private Network [VPN] connection)

**Schedule B  
Schedule of Fees****Business Banking**

Monthly Maintenance Fee	\$25.00
Includes Business Banking, Mobile Banking and Mobile Remote Deposit Capture	
Balance Reporting	NO CHARGE
Book / Internal Transfers	NO CHARGE
BillPayer	\$12.50/month for up to 10 payments \$ 1.25 each additional payment
ACH Origination and Tax Payments	\$ 2.00 per item
ACH Return Item	\$15.00 per item
Insufficient Funds Charge	\$25.00 per item
Stop Payment Order, account holder check, ACH	\$20.00 each
Stop Payment Order, Bill Payment	\$32.00 each
Research Request	\$20.00 per hour (\$10.00 minimum)
NACHA Operating Rules & Guidelines CD (may be provided annually to customers with ACH origination services)	At Cost (pass through cost to customer)
Wire Transfers, Domestic Destination	\$15.00 per item
Wire Transfers, International Destination (US \$)	\$45.00 per item
Wire Transfers, International Destination (Foreign Currency)	\$35.00 per item

**Cut-Off Times****All times are Eastern Standard Time**

Domestic Wire Transfers 3:00 pm ET  
Foreign/International Wire Transfers 2:00 pm ET (Foreign/International wires may take 3 or more business days to reach the beneficiary)  
Tax Payments 11:00 am ET, 1 business day prior to the effective date of entry  
ACH Payments & Collections 4:00 pm ET, 2 business days prior to effective date of entry

**ENROLLMENT FORM**

This Enrollment Form is part of the Agreement between you and Presidential Bank regarding your use of the Presidential Bank's Business Banking service. The terms of the Agreement are incorporated herein by reference.

**Company Information** *If registering multiple companies for single access under one login, the company below will be the primary company for all billing. Ownership must be the same for all businesses to apply.*

All information must be completed:

Tax ID	_____	Date	_____
Company Name	_____		
Company Address	_____		
Company City	_____	State	_____ Zip _____
Company Contact	_____	Phone	_____
Email Address	_____		

Authorization to Issue Password: At the direction of any person named below as your Company Administrator, or at the direction of any person named as your Company Administrator in the future, you hereby authorize Presidential Bank to issue a password for use with Presidential Bank's Business Banking service, as set forth in the Agreement, which Presidential Bank may amend from time to time.

Appointment of Company Administrator: You hereby appoint, and Presidential Bank is hereby authorized to establish and issue a separate password (which must be changed upon initial access to the service) for the following Company Administrator(s) who has/have maintenance authority over your company users and passwords. All Administrators have full access to all accounts listed in the Accounts section below. Administrators must contact the Bank for password resets; however, Administrators must reset passwords for all other users.

**Company Administrator Information**

Primary Administrator

Name	_____	
Phone Number	_____	
Email Address	_____	
Verification Question & Answer	_____	
	Question	Answer

*Verification Question & Answer is used by the Bank to identify the Company Administrator for requests issued by the Administrator to Presidential Bank by telephone. Verification Question Examples: Name of High School, First Car, Pet's Name.*

Secondary Administrator

Name	_____	
Phone Number	_____	
Email Address	_____	
Verification Question & Answer	_____	
	Question	Answer

## Secondary Administrator

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Verification Question &amp; Answer \_\_\_\_\_

Question

Answer

## Secondary Administrator

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Verification Question &amp; Answer \_\_\_\_\_

Question

Answer

**ACH and Wire Approval Process:**

Initiating ACH and Wire payments may require approval with dual control, where the initiator cannot approve their own work. Dual approval is required when there is at least one other person at the business that can approve the payment. Dual approval is not required when there are no other approvers at the business (i.e. the Primary Admin initiates a payment and the business does not have any Secondary Admins nor business users with approval permission).

The following events trigger approval:

- Create or update an ACH or wire template
- Initiate an ACH payment or collection
- Import an ACH file
- Initiate a Wire

Events above trigger an email to business administrators as well as business users with ACH or Wire Approval permission. Emails are not sent to approvers when the transaction exceeds their remaining approval limit.

**Accounts** *List all accounts to be accessed through the service*

Account Number	Account Type	EIN <i>(for multi-TIN access)</i>	BillPayer Service Requested <i>(Checking only) See Schedule B for Fees</i>
			<input type="checkbox"/>
<b>Standard Services Included</b>		<b>Balance Reporting, Book/Internal Transfer, Transaction export, Stop Payments, Alerts &amp; Notifications, Online Statements, Check &amp; Deposit Images and Tax Statements</b>	

**Additional Services** subject to bank approval  
*(check all services you request access to and have read and agreed to the terms)*

**Domestic Wire Transfers** (require bank approval)

Limits Requested:

Daily \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Purpose of Wire(s) \_\_\_\_\_ Frequency: \_\_\_\_\_

Bank Approved: \_\_\_\_\_  
Amount/By

**International Wire Transfers** (require bank approval)

Limits Requested:

Daily \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Purpose of Wire(s) \_\_\_\_\_ Frequency: \_\_\_\_\_

Bank Approved: \_\_\_\_\_  
Amount/By

**ACH Transfers** (require bank approval)

Limits Requested:

Daily Disbursement Limit \$ \_\_\_\_\_

Monthly Disbursement Limit \$ \_\_\_\_\_

Purpose of ACH(s) \_\_\_\_\_ Frequency: \_\_\_\_\_

Bank Approved: \_\_\_\_\_  
Amount/By

Daily Collection Limit \$ \_\_\_\_\_ Not available at this time

Monthly Collection Limit \$ \_\_\_\_\_ Not available at this time

Purpose of ACH(s) \_\_\_\_\_ Frequency: \_\_\_\_\_

Bank Approved: \_\_\_\_\_  
Amount/By

**Authorization Acknowledgment:** By signing below you,

1. Acknowledge receipt of and agree to be bound by the terms of the Agreement and this Enrollment Form.
2. Resolve that the person executing the attached Agreement and Enrollment Form is hereby authorized, on behalf of this Commercial Customer and in its name, to execute and deliver said forms, and to thereby bind the Commercial Customer to Presidential Bank's Business Banking Agreement and Enrollment forms, as amended from time to time, for the purpose of enabling representatives of this Commercial Customer to obtain account information and perform fund transfers between Commercial Customer's account(s), through the use of one or more passwords.
3. Resolve that the Primary Company Administrator named on the attached Enrollment Form, acting alone, is hereby authorized to act on the Commercial Customer's behalf in all matters relative to the Commercial Customer's passwords, including but not limited to the right to (i) establish additional access codes on the Commercial Customer's behalf, including Secondary Company Administrator(s) (ii) terminate or cancel any/all existing access codes; (iii) change the Commercial Customer's account(s) associated with the User, (iv) change the activity level of a User with a password, (v) name and setup additional Users who will have maintenance authority over the Commercial Customer's passwords and accounts, or (vi) terminate the authority of any User with maintenance authority over the Commercial Customer's passwords and accounts.

**AGREED AND ACCEPTED:****Customer:**\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Title**Presidential Bank:**\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Title