

First Financial Bank, N.A.

**First Online Cash Management
Services Agreement**

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First Financial Bank, N.A.
First Online Cash Management Services Agreement

This First Online Cash Management Services Agreement (“Agreement”) is made by and between (“Company” or “you”), and First Financial Bank N.A., a national banking association (“Bank”, “Financial Institution”, “us” or “we”), and sets forth the terms of the First Online Cash Management Services (the “Services”) Bank makes available to its customers. Collectively, the Company, the Bank and the Third-Party Sender, if applicable, are referred to herein as the “Parties.” The Parties agree that the Services described and provided by Bank will be subject to the terms and conditions set forth below.

I. General Terms

1. **Services.** By applying for the Services, Company agrees to be bound by these terms. Company’s use of the Services will be deemed further acceptance of these terms. By entering into this Agreement, Company agrees to the addition of the following terms of this Agreement to the other agreements between Company and Bank, including, but not limited to, the deposit Account terms and conditions, and other information and disclosures governing Company’s deposit Accounts with Bank (collectively, the “Rules”), credit card agreements, any overdraft protection, and loan and line of credit agreements, as each may be modified from time to time. Please read these additional terms carefully and retain them for your records. All terms in the Rules are hereinafter incorporated by reference into this Agreement except to the extent of any conflict between this Agreement and the Rules, in which case the terms of this Agreement shall control. Bank may change the terms of this Agreement and any documents incorporated herein at any time by notice mailed to Company at the last address shown for Company on the Bank’s records, as defined in the Rules, by notice sent to Company electronically at the statement e-mail, by notice provided electronically through the First Online Cash Management Service, or as otherwise permitted by law. Company’s continued use of Services after amendment of this Agreement, whether Company has reviewed the amended Agreement or not, shall constitute an acceptance of the amended terms and conditions of this Agreement. If Company does not wish to agree to the amended terms of this Agreement, they must immediately discontinue use of, and access to, the Services, and provide notice to Bank in accordance with the requirements of this Agreement. The Services include an Internet banking program known as First Online Cash Management Services and all related materials and documentation (the “Program”) that permits the Company to conduct specified activities with the Bank. Such activities may include the ability to obtain account balance information, to initiate electronic funds transfer services, to initiate ACH transactions, to initiate stop payment requests and generally to perform other account reporting functions as provided by the Program, now or in the future, all by means of a computer via the Internet. Services are provided by the Bank for access and use by the Company as requested and agreed to

within this Agreement and all Exhibits, Schedules and Addendums hereto. In no event will the Services become available until Company has completed a First Online Cash Management Service Application (Exhibit A), has provided a depository account banking resolution, and Bank has been given a reasonable time to complete the enrollment. If Company requests additional Services in the future, they will also be governed by this Agreement, unless Bank advises otherwise. Bank shall provide one or more Services to Company in connection with this Agreement and the deposit account(s) maintained by Company at Bank (“Account” or “Accounts”) from time to time, including checking Accounts, savings Accounts, installment, commercial and mortgage loan Accounts, certificate of deposit Accounts, individual retirement Accounts, and any other Account at the Bank’s sole discretion. A “Business Day” is any day, Monday through Friday, excluding Federal holidays, on which Bank is conducting substantially all of its business functions.

2. Company’s Representations, Warranties and Covenants.

- a. You must designate and appoint at least one Authorized Administrative User by providing the Bank a First Online Cash Management Services Administrator Form (Exhibit B). An “Authorized Administrative User” is someone assigned by you with the authority to act on your behalf with respect to your access to and use of First Online Cash Management Services, including the authority to appoint Authorized User(s), as hereinafter defined, and to establish the scope of each Authorized User’s access to and use of First Online Cash Management Services. “Authorized User(s)” refers to all Company employees, agents and representatives, including, but not limited to, Company’s third parties, whom you have granted authority of any kind with respect to your First Online Cash Management Services by giving the Authorized User a User ID and Password. As an example, when an Authorized User accesses the First Online Cash Management Service, that Authorized User will be able to view the Bill Pay Service and access all Account information of the Company for which that person is an Authorized User. The Authorized Administrative User is solely responsible for creating Authorized Users in the First Online Cash Management Services. The scope of each Authorized User’s access to and use of First Online Cash Management Services, is controlled by the Authorized Administrative User. The Authorized Administrative User may grant administrative privileges to one or more Authorized Users in accord with your internal governance practices. You acknowledge and agree your Authorized Administrative User possesses the authority to add, change, or terminate Authorized Users and control their access to and use of the Services. Company represents, warrants and covenants that the Authorized Administrative User and all Authorized Users have been duly authorized by Company. Company understands and acknowledges that a User ID and temporary password will be issued to the Authorized Administrative User. The

Authorized Administrative User must change the temporary password to a private password the first time First Online Cash Management Services is accessed by him/her. Company understands the Authorized Administrative User is solely responsible for terminating any Authorized User's access. Company understands and agrees that if the Authorized Administrative User's access to the Services needs to be terminated, updated, or otherwise revised, Company must notify Bank by providing the Bank an amended First Online Cash Management Services Administrator Form (Exhibit B).

- b.** Company shall be solely responsible for selecting, monitoring and training its Authorized Administrative User and all Authorized Users regarding the identification, and avoidance, of malicious cyber activity including, but not limited to, clicking links, downloading files, and responding to phishing attempts. Company shall be responsible for all actions of its Authorized Administrative User and all Authorized Users. Company represents that it will use the Services only for its own internal and proper business purposes. Company represents, warrants and covenants that Services provided to Company shall not be used for consumer purposes. Company further represents warrants and covenants that it will perform its obligations under this Agreement in accordance with all applicable laws and regulations, including, but not limited to, those administered by the United States Office of Foreign Assets Control (OFAC).
- c.** Company represents, warrants and covenants that any deposits, postings or delivery of any information or data of any kind whatsoever to Bank does not contain any malicious code commonly known as anomalies, time bombs, viruses, trapdoors, worms, Trojan horses or other malicious code constituting of computer instructions which may have the effect or be used to access, alter, delete, damage or disable the Services, other websites, Bank's or Bank's customers' information or other property (including, without limitation, all of Bank's data, software and computer servers). Company further represents, warrants and covenants that it maintains and utilizes industry standard security products including, but not limited to, firewalls, anti-virus software, anti-spyware software, and other Internet security software that are maintained with the most up-to-date virus definitions and security patches, and that scan on a daily or continuous basis to avoid, detect and eliminate such malicious code.
- 3. Fees.** Company agrees to pay fees to Bank for services rendered by Bank, established by Bank from time to time and as indicated in the First Online Cash Management Services Fees and Cut-off Times Schedule (the "Pricing Schedule"), attached as Exhibit C. Bank may charge Company's Account(s), as well as any Account of Company's affiliates for such fees. Such fees do not include, and 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 Rules, as amended from time to time. The Bank may, in its discretion, revise its Pricing Schedule at any time during the term of this Agreement by either mailing or sending electronically to the Company a new Pricing Schedule. The Bank may deduct all fees due Bank from any Account of the Company at the Bank or otherwise as permitted by the Rules.

4. **Application and Use of Product / Limited Sublicense.** If more than one First Online Cash Management Services Application is on file, Company acknowledges and agrees that Bank may rely on the most recently dated First Online Cash Management Services Application and Bank is entitled to rely upon a First Online Cash Management Services Application until a subsequent duly authorized First Online Cash Management Services Application is executed by Company and accepted by Bank. Bank hereby grants to Company a sublicense for use of the First Online Cash Management Services on a single personal or networked computer, subject to the terms and conditions set forth in this Agreement. Company acknowledges and agrees that First Online Cash Management Services documentation is valuable, confidential, and proprietary property and agrees not to transfer distribute, copy, reverse compile, modify or alter First Online Cash Management Services or its accompanying documentation. Company will access the Services solely for its own business use in accordance with the terms of this Agreement. This Agreement is subject to such First Online Cash Management Services Rules and procedures as Bank may establish from time to time. Company agrees not to self-license, assign or transfer this license except as expressly provided in this Agreement.
5. **Use of Electronic Statements, E-Sign and Notification.**
 - a. **Electronic Statements.** Company agrees to receive all available electronic statements and/or electronic notices (“eStatements”), and understands that they will not receive paper statements and/or notices. Company may elect to begin receiving paper statements again at any time; however, there may be a charge for this service. To begin receiving your Account statement on paper through the mail rather than electronically, contact our First Online Customer Support at 812-238-6000 or 1-800-511-0045. If you open additional Account(s) with Bank in the future, we will provide eStatements, unless you direct us otherwise. If you do not want any additional Accounts to receive eStatements, you must contact us at 812-238-6797 or 1-800-511-0045.
 - b. **E-Sign.** Company agrees to do Service business and exchange Service information with us electronically as we require or direct (including, if applicable, entering into any Service agreement or submitting any Service application electronically and using electronic signatures for the purpose of accepting terms, conditions and legal

disclosures) and in order to obtain your consent to receive electronic records of information and legal disclosures that we are required by applicable law or regulation to provide to you in writing ("Legal Disclosures"). We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications and/or Legal Disclosures relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion. This applies to all required initial and future disclosures and agreements related to a Service, and will be effective until expressly withdrawn by you. Subject to your right to withdraw your consent and/or obtain paper copies of Legal Disclosures, in order to use the Service you consent to receive in electronic form both (i) Legal Disclosures and (ii) any other Service information and communications that we elect to provide to you electronically ("Other Electronic Service Information"). You agree that electronic Legal Disclosures and Other Electronic Service Information will be sufficient as "writings" under applicable law or regulation. If you do not give your consent you will not be permitted to use the Service. Your consent to receive Legal Disclosures electronically applies to all notices, agreements, Legal Disclosures, reports, documents, communications, and other records relating to your use of the Service which we are required by applicable law or regulation to provide or make available to you in writing which may include, but not be limited to, any Service agreement, itself (or certain provisions thereof), notices of changes in terms, termination notices, the information that we provide to you as part of the applicable service (e.g., the electronic Account statements) and any other Legal Disclosures that would ordinarily accompany such information if it were submitted to you in writing (e.g., notices about our privacy policies). Your consent to receive Other Electronic Service Information applies to any and all other Service information or communications that we elect to provide to you electronically in our discretion.

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

You agree (i) that your use of electronic sounds, symbols or processes provided by us to establish your acceptance of or agreement to Service terms, conditions, and/or Legal Disclosures (e.g., an electronic "I Accept" button) constitutes your electronic signature and signifies your intent to be bound, (ii) to consent to receive an electronic record of Legal Disclosures and/or Other Electronic Service Information in lieu of a hard or paper copy or version thereof, (iii) to acknowledge and

demonstrate your ability to access electronically this notice, Legal Disclosures, and Other Electronic Service Information and your satisfaction of the software and hardware requirements described below, (iv) to confirm and represent that you, in fact, have accessed and are able to view, save and print any sample electronic Legal Disclosures or other sample electronic records or information made available to you in order to demonstrate the applicable Service or as part of the Service enrollment process.

Requirements for E-Sign Documents.

- You will need a valid email address to receive electronic disclosures. It will be your responsibility to notify us if you change that email address in the future.
 - You will need a computer with the capability to access the internet.
 - You will need to use an Internet Browser that supports 128-bit encryption. Some supported browsers include Internet Explorer (version 9 or newer), Google Chrome and Fire-Fox.
 - You will need a current version of Adobe Acrobat Reader (version 9 or newer). You can get a free download of Adobe Acrobat Reader at www.adobe.com.
- c. Notification.** Notwithstanding any other requirement for Account review, Company must review periodic Account statements and other advices received from Bank and report any discrepancy or unauthorized transactions to Bank in writing within ten (10) calendar days from the date of the statement or other advice containing such discrepancy or unauthorized transaction is mailed or otherwise made available to Company by Bank. If Company fails to do so, Company shall be precluded from asserting any claim based on such discrepancy or unauthorized transaction, including any loss of interest in connection therewith. Company and Bank agree that this provision shall have no effect on Company's obligation to review each Account statement and report alterations, unauthorized signatures, unauthorized endorsements and any other errors to Bank in accordance with the Rules.

You may access statement information for certain designated Accounts through the Program at any time. All of your transactions made through the Program will be reflected on your normal bank statements. These transactions will reflect the Payee name, the payment or transaction amount and the date the transaction was initiated and will appear in the EFT Activity section of your statement.

- 6. Stop Payments.** If Company elects to use the stop payment feature of First Online Cash Management Services for checks, Company acknowledges that the stop payment feature is an alternate entry system for issuing stop payment orders between Company and Bank, and agrees to the provisions of the First Financial Bank, N.A. Stop Payment

Terms and Conditions (Exhibit D). Bank will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing stop payment orders. A stop payment order is not effective until it is received by Bank and Bank has had a reasonable time to act. Properly signed stop payment orders or stop payment orders requested via First Online Cash Management Services are effective for One Hundred and Eighty (180) days after the date received and will automatically expire after that period unless renewed in writing. This section of the Agreement and the First Financial Bank N.A. Stop Payment Terms and Conditions shall govern the acceptance and liability for all stop payment requests. Where Company elects to execute stop payment requests through First Online Cash Management Services, Bank agrees to enter the stop payment to its main computer system within a reasonable period of time after receiving the request. Prior to requesting a stop payment, Company should verify that the item has not already been posted to Company's Account(s). If a stopped item has already been paid prior to Bank's receipt and entry of the stop payment request, then Bank shall not be liable for any loss incurred by Company arising from the event. Company hereby agrees to indemnify, defend and hold Bank harmless against all costs, including attorney's fees, actions, damages, or claims related to or arising from Bank's action in refusing payment of checks, including claims of any joint depositor, payee or endorser.

7. **Internal Account Transfers.** Company acknowledges that the Internal Account Transfers feature of First Online Cash Management Services is an alternate entry system for transferring funds between Eligible Accounts held at Bank, and includes but is not limited to Loan Transfers, Same Day and Recurring Transfers. An "Eligible Account" is an Account linked to the Service that does not have withdrawal restrictions, such as a Certificate of Deposit. To schedule a transfer of funds between Eligible Accounts, you must provide the Eligible Accounts from and to which the transfer is to be made, the amount to be transferred, and the date(s) the transfer(s) is to be made. Each transfer amount must not be less than \$1.00 and not more than \$25,000. Withdrawals (transfers) from a savings Account or a money market Account are limited by Federal Banking Regulations to six (6) per month. If the six (6) withdrawals per month limit is exceeded, we reserve the right to impose a penalty fee. If we have notified you that you are in violation of this regulation and you continue to exceed this limit, we reserve the right to change your savings or money market Account to a checking Account product. The Rules shall govern the acceptance and liability for all Internal Account Transfer requests. The processing cut-off time for Internal Account Transfers each Business Day will be set by Bank from time to time and published in the First Online Cash Management Services Fees and Cut-off Times Schedule (Exhibit C).

- 8. Available Funds.** Company agrees to maintain available funds on deposit at all times in the Account(s) sufficient in amount to cover in full all outgoing funds transfers, including, without limitation, wire transfers and ACH Entries, which are effected in connection with any of the Services and Company's other payment or reimbursement obligations to Bank in connection with the Services. In the event Company fails to maintain available funds on deposit, Bank may refuse to effect any outgoing funds transfer from the applicable Account(s) and/or refuse to provide the Services to which such payment or reimbursement relates until sufficient funds are deposited or payment or reimbursement is received by Bank. Bank shall have the right, without prior notice or demand, to charge any of the Accounts to obtain payment of any amount due and payable to Bank. In the event there are insufficient available funds in the Accounts to cover these transfers and/or obligations, Company agrees to pay for such obligations upon demand by immediate delivery of available funds and further agrees that Bank may, at its option, overdraw Company's Account(s) and charge Company for the use of the funds, or charge any deposit Account maintained by Company at Bank to obtain such funds.

The Company shall maintain with the Bank at least one demand deposit Account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with Company use of the Program. In addition to the terms and conditions of this Agreement, the Account(s) shall be subject to a separate deposit Account terms and conditions. Unless the Bank otherwise requires the Company to maintain collected funds, the Company agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Program and to cover any fees the Company is obligated to pay under this Agreement.

9. Liability; Limitations on Liability; Indemnity and Arbitration.

- a. Limitations on Liability and Indemnity.** In the performance of the Services requested in connection with this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

Bank shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable to Company only for its gross negligence or willful misconduct in performing those Services. Bank's sole liability to Company for failure to act in accordance with any instructions or for any other error, omission, or failure in the performance of the Services shall be limited to the correction of any errors made. In no event shall Bank have any liability for any consequential, special, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement.

The Company shall defend, indemnify and hold harmless the Bank against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank under the Program; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any request for stop payment; (iv) any dispute between the Company and any third party in connection with the use of the Program; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this paragraph shall survive the termination of this Agreement. All indemnification of Bank under this paragraph or elsewhere in this Agreement shall include the Bank and its parent company, affiliates and subsidiaries, and their respective directors, officers, employees and agents.

Bank shall not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from i) Company's actions or omissions, or those of third parties that are not within Bank's immediate and reasonable control; ii) Company's negligence or breach of any agreement with Bank; iii) Company's internal fraud, external fraud, or other unauthorized access; iv) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; v) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown or malfunction in any computer or communications facility; vi) accidents, strikes, lockout, labor disputes, civil unrest, war, epidemic, material shortage, electric power disruption or shortage, fire, flood, water damage (e.g. from fire suppression systems, or acts of God or of the public enemy; vii) causes beyond Bank's reasonable control; viii) the application of any government or funds transfer system rule, guideline, policy, law or regulation, or the order of any court of competent jurisdiction; ix) the lack of available funds in Company's Account(s) to complete a transaction; x) Bank's inability to confirm to Bank's satisfaction the authority of any person to act on Company's behalf; or xi) Company's failure to follow any applicable software manufacturers recommendations or Bank's Service instructions. There may be other exceptions to Bank's liability, as stated in the Rules.

If applicable, Company acknowledges, understands and agrees that by their enrollment in the Bank's Positive Pay program, pursuant to the terms of the Positive Pay Services Enrollment Agreement (Exhibit E), Bank shall not be responsible for any losses incurred by Company as a result of Bank's payment of any unauthorized, altered, counterfeit or fraudulent item. Company acknowledges, understands and agrees that they are precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or fraudulent instrument that Positive Pay was designed to detect or deter, and

that the Bank will not be required to credit their Account or otherwise have any liability for paying such claims. Company further agrees to indemnify, hold harmless, and, at the Banks' request, defend the Bank, it's officers, directors, employees, parent companies, affiliates, successors, assigns and agents from and against any and all losses, damages (including but not limited to direct, consequential, compensatory and punitive damages), costs and attorney fees, resulting from or related to claims, liabilities, actions, proceedings, or judgments arising out of fraudulent activity.

THE BANK MAKES NO WARRANTIES WITH RESPECT TO THE PROGRAM NOR DOES THE BANK WARRANT THAT THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE COMPANY. NEITHER THE BANK NOR ITS INTERNET BANKING VENDOR, NCR CORPORATION, MAKES ANY WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE PROGRAM. THE BANK AND NCR CORPORATION DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL THE BANK OR ITS INTERNET BANKING VENDOR, NCR CORPORATION, BE LIABLE TO THE COMPANY FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM OR FOR ANY CLAIM MADE BY A THIRD PARTY.

- b. ARBITRATION. THIS SECTION DOES NOT APPLY TO ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY IS WITHIN THE JURISDICTIONAL LIMITS OF, AND IS FILED IN, A SMALL CLAIMS COURT. THESE ARBITRATION PROVISIONS SHALL SURVIVE CLOSURE OF YOUR ACCOUNT OR TERMINATION OF ALL BUSINESS WITH US. IF ANY PROVISION OF THIS SECTION IS RULED INVALID OR UNENFORCEABLE, THIS SECTION SHALL BE RENDERED NULL AND VOID IN ITS ENTIRETY.**

IN THE EVENT OF A DISPUTE RELATING TO OR ARISING OUT OF YOUR ACCOUNT OR THIS AGREEMENT, YOU OR WE MAY ELECT TO ARBITRATE THE DISPUTE. AT YOUR ELECTION, THE ARBITRATION SHALL BE CONDUCTED BY EITHER JAMS OR THE AMERICAN ARBITRATION ASSOCIATION ("AAA") (OR, IF NEITHER OF THESE ARBITRATION ORGANIZATIONS WILL SERVE, THEN A COMPARABLE SUBSTITUTE ARBITRATION ORGANIZATION

AGREED UPON BY THE PARTIES OR, IF THE PARTIES CANNOT AGREE, CHOSEN BY A COURT OF COMPETENT JURISDICTION). IF JAMS IS SELECTED, THE ARBITRATION WILL BE HANDLED ACCORDING TO ITS STREAMLINED ARBITRATION RULES UNLESS THE CLAIM IS FOR \$250,000 OR MORE, IN WHICH CASE ITS COMPREHENSIVE ARBITRATION RULES SHALL APPLY. IF THE AAA IS SELECTED, THE ARBITRATION WILL BE HANDLED ACCORDING TO ITS COMMERCIAL ARBITRATION RULES. YOU MAY OBTAIN RULES AND FORMS FOR JAMS BY CONTACTING JAMS AT 1-800-352-5267 OR WWW.JAMSADR.COM AND FOR THE AAA BY CONTACTING THE AAA AT 1-800-778-7879 OR WWW.ADR.ORG. ANY ARBITRATION HEARING THAT YOU ATTEND WILL TAKE PLACE IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE. WITHOUT REGARD TO WHICH ARBITRATION BODY IS SELECTED TO RESOLVE THE DISPUTE, ANY DISPUTES BETWEEN YOU AND US AS TO WHETHER YOUR CLAIM FALLS WITHIN THE SCOPE OF THIS ARBITRATION CLAUSE SHALL BE DETERMINED SOLELY BY THE ARBITRATOR, AND NOT BY ANY COURT.

ARBITRATION INVOLVES THE REVIEW AND RESOLUTION OF THE DISPUTE BY A NEUTRAL PARTY. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. ARBITRATION CAN ONLY DECIDE OUR OR YOUR DISPUTE AND CANNOT CONSOLIDATE OR JOIN CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS. THERE WILL BE NO AUTHORITY OR RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS.

IF EITHER OF US CHOOSES ARBITRATION, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THE DISPUTE IN COURT OR HAVE A JURY TRIAL. IN ADDITION, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR IN ANY OTHER FORM OF REPRESENTATIVE CAPACITY THAT SEEKS MONETARY OR OTHER RELIEF BEYOND YOUR INDIVIDUAL CIRCUMSTANCES, PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION. THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR ANY OTHER FORM OF REPRESENTATIVE BASIS. ARBITRATION CAN ONLY DECIDE YOUR OR OUR CLAIM, AND YOU MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS, INCLUDING

WITHOUT LIMITATION CLAIMS FOR PUBLIC INJUNCTIVE OR OTHER EQUITABLE RELIEF AS TO OUR OTHER CUSTOMERS OR MEMBERS OF THE GENERAL PUBLIC. ANY SUCH MONETARY, INJUNCTIVE, OR OTHER EQUITABLE RELIEF SHALL BE LIMITED SOLELY TO YOUR ACCOUNTS, AGREEMENTS, AND TRANSACTION WITH US. NOTWITHSTANDING THE FOREGOING, ANY QUESTION AS TO THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER SHALL BE DECIDED SOLELY BY A COURT OF COMPETENT JURISDICTION, AND NOT BY THE ARBITRATOR.

10. Equipment; Software; Internet. In order to use the Service(s) requested by Company under this Agreement, Company shall be required to obtain certain equipment, computer software, telecommunication services and/or mobile electronic devices as the Bank may specify in connection with the Services that at a minimum satisfy the following requirements to access the Services:

- Operating system of Windows 98 or higher;
- Use of Microsoft Internet Explorer 6.0 or higher with 128-bit encryption;
- Use of a current version of Adobe Reader; and
- A valid e-mail address that shall be updated as necessary within the Program.

The Company shall be solely responsible to ensure that any such equipment, software, telecommunication services and/or mobile electronic devices conform to the standards established by Bank from time to time in connection with the Services utilized by Company under this Agreement, and Company shall be solely responsible for maintaining and operating all such telephone, electronic equipment, computer hardware, software and mobile electronic devices necessary for performing any Service requested by Company pursuant to this Agreement. Bank makes no representations or warranties concerning, and has no responsibility or liability for such equipment, software, hardware, telecommunication services and mobile electronic devices. Company assumes sole responsibility for any and all loss, damage or injury arising with respect to any failure of any such equipment, software, hardware, telecommunications services and mobile electronic devices and services, or with respect to a security breach. Furthermore, Company agrees and acknowledges that the Services requested by Company under this Agreement may require the use of the Internet, and that Bank makes no representations or warranties with respect to the availability of or access to the Internet. If the Service requested by Company under this Agreement does require Company's access to and use of the Internet such access and use shall be at Company's cost and expense.

- 11. Credit Review.** Company authorizes Bank or any agents of Bank to investigate the references given or any other statements or data obtained from Company in connection with this Agreement or of any of the undersigned owners or officers.
- 12. Term.** This Agreement is effective from the date of execution and shall remain in full force and effect until termination. This Agreement shall be terminated i) upon ten (10) Business Days prior written notice by either party to the other at the then current address of record; ii) upon termination of the relationship between the Parties; iii) if Company fails to access the Services by logging on to the Program for a period of One Hundred and Twenty (120) consecutive days; iv) immediately, or at a future date at the sole discretion of the Bank if Company fails to comply with the Rules or the terms and conditions of this Agreement; v) at the Bank's sole discretion, upon termination of the software license agreement between Bank and any third party Bank reasonably believes is necessary and appropriate in order to enable Bank to provide the Services to Company; or vi) at the Bank's sole discretion, any other event which causes a third party to be unable to provide any portion of the Services to Bank or Company. If you have scheduled payments or transfers with an initiation date within the ten (10) Business Day period, you also must separately cancel those transactions. If we have not completed processing of your termination request and you have not canceled payments or transfers, you will be responsible for those payments or transfers.

If we terminate the Service, except upon your request for termination, scheduled payments and transfers will be deleted and/or cancelled effective as of the date of termination in accordance with Exhibit C.

All specifications, records, forms, systems, and programs used or offered by Bank and provided through the Program for the Services in connection with this Agreement are and will remain the property of Bank and/or its third parties or vendors, as applicable. Company agrees to return all written and electronic documentation related to the Services to the Bank upon termination. Company shall retain no copies in any form.

- 13. Disclaimer of Warranty.** No warranties with respect to the Program or the Services are made by Bank nor does Bank warrant that the Program or the Services will meet the specific requirements of the Company. Neither Bank, nor any third party makes any warranty of any kind, either express or implied, with respect to the use of the Program or the Services. Bank and all third parties disclaim any and all implied warranties of merchantability and fitness for a particular purpose. Company assumes the entire risk as to the quality and performance of the Program and the Services and any associated documentation.
- 14. Severability and Survival of Terms.** All provisions of this Agreement are severable from one another, and the unenforceability or invalidity of any provision of this

Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement; provided, however, that should any judicial body interpreting this Agreement deem any provision to be unreasonably broad in time, territory, scope or otherwise, the Parties intend for the judicial body, to the greatest extent possible, to reduce the breadth of the provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, arbitration, indemnification, and the miscellaneous provisions.

- 15. Amendment.** Bank may amend any part of this Agreement including any Exhibit thereto from time to time. Company's continued use of Services after amendment of this Agreement, whether Company has reviewed the amended Agreement or not, shall constitute an acceptance of the amended terms and conditions of this Agreement. If Company does not wish to agree to the amended terms of this Agreement, they must immediately discontinue use of, and access to, the Services, and provide notice to Bank in accordance with the requirements of Section 18 of this Agreement. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company or usage of trade shall constitute a modification of this Agreement regardless of whatever practices or procedures Bank or Company may use.
- 16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and applicable federal laws, without regard to principles of conflicts of law. The Parties hereby agree that if any claims, actions, suits and proceedings between the Parties relating to this Agreement are not subject to binding arbitration pursuant to the terms of this Agreement and the Rules, that such claims, actions, suits and proceedings shall be filed, tried and litigated only in the Circuit or Superior Courts of Vigo County, Indiana or the United States District Court for the Southern District of Indiana – Southern Division. In connection with the foregoing, the Parties hereto consent to the jurisdiction and venue of such courts and expressly waive any claims or defenses of lack of personal jurisdiction or proper venue by such courts.
- 17. Construction of Agreement.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe this Agreement against one party more strictly by reason of the rule of

interpretation that a document is to be construed more strictly against the other party, though it or its agent prepared the same, it being agreed that the agents of each party either participated in the preparation of this Agreement and consulted with such legal counsel prior to the execution of this Agreement. This Agreement and the Exhibits that are a part hereof constitute the entire agreement between Bank and Company regarding the subject matter and supersedes any prior agreement regarding the Services. This Agreement is binding upon the successors and assigns of Company and Bank.

- 18. Notices.** All notices must be in writing. Notices to Company may be mailed or sent to Company electronically at the statement e-mail, or mailing address shown for Company in Bank's deposit or Service records, or provided electronically through the First Online Cash Management Service website. Notices to Bank must be mailed prepaid certified mail, return receipt requested or delivered to Bank at: First Financial Bank, N.A., P.O. Box 2122, Terre Haute, Indiana 47802-0122. Attention: Director of Operations.
- 19. Waiver.** Any waiver by Bank must be in writing to be effective. Bank's waiver of any right shall not be deemed a waiver of other rights or of the same right at another time.
- 20. Records, Statements, and Communications.** Company agrees on behalf of itself, its employees and agents that Bank may monitor and record Company's telephone and electronic communications in connection with the Services at any time, without further notice to Company or any party to the communication. Bank has full discretion as to which calls it will record and has no liability for failure to record all or part of a call. Any records maintained by Bank in the ordinary course of business shall be presumed to accurately reflect the contents of your instructions to us, and in the absence of manifest error, will be binding and conclusive. Unless otherwise prohibited by law, any communication or material you transmit to us via First Online Cash Management Service electronic mail is on a non-confidential basis and we may use it for any purpose consistent with the privacy provisions of your Account. Company acknowledges and consents to the Bank disclosing information about any of their Accounts held by the Bank to third parties in order to complete transactions using the First Online Cash Management Service. Company also authorizes other involved parties to disclose to the Bank and/or its agents information regarding its Accounts with them in order to complete transactions using the First Online Cash Management Service. Bank may also disclose to third parties information about your Account or payments and transfers you make as necessary in connection with the investigation of any claim you may initiate, to comply with government agency or court orders, or in accordance with your written permission.
- 21. Third-Party Senders.** Company shall not originate ACH transactions on behalf of third parties unless Company obtains i. Bank's consent; ii. the Third-Party Sender's

execution of this Agreement; and iii. the Third-Party Sender's execution of the Third-Party Sender Agreement, attached hereto as Exhibit G.

II. **Bill Pay Service**

1. **General Terms and Conditions.** First Online Cash Management Services includes Bill Pay Service, if elected. Subject to the terms of this Agreement, and system availability, you will generally be able to access your Bill Pay Service through the First Online Cash Management Service web site seven (7) days a week, 24 hours a day, pursuant to the terms of the First Online Cash Management Services Agreement.

To use Bill Pay Service you need:

- A First Financial Bank Checking Account
- Internet access
- Appropriate personal computer hardware and operating system
- Appropriate internet browser software

You may use the Bill Pay Service to:

- Make one-time or recurring check or electronic payments to companies or individuals you select up to a maximum of \$100,000 per transaction. Maximum daily limit is \$100,000 per business. Bank reserves the right to change the transaction and daily limits
- View payee bill summary and bill detail information

There is no limit to the number of payments that may be authorized. By furnishing us with the names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide to us via Bill Pay Service. You instruct us when to send the payment by selecting a "Deliver By Date". The date the payment is sent by the Bank is called the "Process Date." When we receive a payment instruction from you (for the current or a future date), we will start the transfer of funds to the payee on your behalf from the funds in your Bill Pay Checking Account on the Process Date for payments. We will not be obligated to make a payment unless your Bill Pay Checking Account has sufficient funds to pay the bill on the Payment Date for check payments or the Process Date for electronic payments. All electronic payments made through Bill Pay Services will be processed pursuant to regulations concerning preauthorized payments contained in the Electronic Funds Transfer Act as separately disclosed.

2. **Payments.** Company authorizes Bank to remove funds from Account(s) the Company designates as their Bill Pay Checking Account for all payments that they initiate through use of the Bill Pay Service, and agrees to have sufficient funds available on the Process Date, based on the method of payment. Company agrees not to use Bill Pay

Service to initiate any form of payment that may result in an International ACH Transaction (“IAT”), and acknowledges that such transactions are specifically prohibited under the terms of this Agreement.

We will process and complete all payments and transfers properly initiated through the Service in accordance with the provision of this Agreement. We will reimburse you for any late payment fees or penalties you are charged per scheduled payment, if a Payee does not receive a payment made through the Service by the Due Date, provided that the date on which the payment is initiated is at least seven (7) Business Days prior to the Due Date (or at least ten (10) Business Days for the first payment to each payee). However, we will not be liable for failure to complete a transaction and the payment guarantee will not apply if:

- Through no fault of ours, you do not have sufficient funds available in your designated Account to make the payment or transfer
 - The payment or transfer would exceed the limit of your overdraft line, if available
 - The date and/or time settings on your PC are incorrect
 - Your PC or modem was not working properly
 - A Payee mishandles or delays crediting payments sent by us
 - You have not provided the correct payee name, address, confirmation number, payee information or payment amount
 - Circumstances beyond our control (such as fire, flood, failure of third party equipment or software, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances
 - You fail to properly instruct initiation of your payment or transfer
 - You fail to confirm that your transaction instructions were transmitted to us
 - The Payee, prior to the Due Date, has not published the late payment fee or penalty, or its method of calculation.
- a. No Duty to Monitor Payments.** Company agrees that Bank shall have no obligation or duty to monitor payments made through Bill Pay Service. If you authorize anyone to use your Bill Pay Checking Account to pay bills and they pay bills which are not yours, you assume the entire risk of loss and agree to indemnify and hold Bank, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.
- b. Scheduling Payments.** There will be a delay between the Process Date (the date a payment is sent) and the date the payee receives that payment. Any payments made

through Bill Pay Services are subject to the First Online Cash Management Service Fees and Cut-off Times Schedule (Exhibit C), and require sufficient time for your payee to receive your payment and credit your Account properly. To avoid incurring a finance or other charge, you must schedule a payment sufficiently in advance of the actual due date of your payment. When you schedule a payment, **YOU MUST ENTER OR SCHEDULE THE PAYMENT TO PROCESS AT LEAST 3 FULL BUSINESS DAYS FOR AN ELECTRONIC PAYMENT OR LONGER FOR A PAYMENT BY CHECK PRIOR TO THE DATE THE PAYMENT IS ACTUALLY DUE AT YOUR PAYEE TO MAXIMIZE THE LIKELIHOOD OF TIMELY RECEIPT.**

You may enter bill payments as future or recurring payments. Future payments may be made up 364 days in advance. Recurring payments can be scheduled to occur weekly, every two weeks, every four weeks, monthly, twice monthly, every two months, quarterly, semi-annually, or annually for up to forty-five (45) years. If a payment date falls on a Saturday, Sunday, or holiday, the payment will be initiated on the next regular Business Day.

Regularly scheduled payments to a First Financial Bank loan may be made through the Service. First Financial Bank loan payments should be set up as an internal transfer and must be received by 6:00p.m. Eastern Time in order to be processed the same Business Day. Payments received after 6:00p.m. Eastern Time or on Saturday, Sunday or a federal holiday will be processed the next Business Day. Our Business Days are Monday through Friday except for federal holidays. In order to ensure that your payment is posted by the due date, please schedule your payment to be initiated at least two Business Days prior to the due date. Payments are subject to funds being available in your Account at the time the withdrawal is posted. To pay off your loan with First Financial Bank, you must contact the loan department at 812-238-6000 or toll free at 800-511-0045.

- c. Stopping or Changing Payments.** If you want to stop or change payments you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual payments as well as preauthorized recurring payments. The best way to do this is for you to access the appropriate function in our bill pay service no later than 3:00p.m. Eastern Time the day of the scheduled Process Date and either delete it or make the change. Once we have begun processing a payment at 3:00p.m. Eastern Time the day of the scheduled Process Date, it cannot be cancelled or edited Online through the Bill Pay Service.
- d. Remittance Information.** You may use the Bill Pay Service to transmit to the biller additional detail related to the payment by following the directions within the Bill Pay Service. This feature is only available for payments sent by check. The

additional detail may include information such as invoice numbers, credit memo detail and dollar amounts, and is added to the check payment by following directions within the Bill Pay Service.

- e. Prohibited Payments.** You may make payments to billers only within the United States, and only subject to the terms of this Agreement, including but not limited to any maximum payment limits. You agree not to use the Bill Pay Service to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by federal, state or local law. In no event will we be liable for any claims or damages resulting from you scheduling these types of payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected payments will be solely your responsibility and not our responsibility.
- f. Duplicate Payments.** Bank is not responsible for any duplicate payment made to any biller or payee by Company through their use of Bill Pay Service, and will not be responsible for any payees refusal to return any duplicate payments made.
- g. EFT Transactions.** If you withdraw funds from your Account by means of an electronic funds transfer (EFT) other than through First Online Cash Management Service, such as an ATM cash withdrawal, and the EFT occurs at any time on the same Business Day that you use First Online Cash Management Service to transfer funds or make an Online bill payment from the same Account, and if there are insufficient funds to pay both the EFT and the Online transfer made through First Online Cash Management Service, then the EFT will be posted to your Account first. The Rules regarding overdraft charges that otherwise apply to your Bill Pay Checking Account will be charged.
- h. Risk of Loss.** Company agrees that Bank's liability is limited in accordance with the provisions of Section I of the First Online Cash Management Services Agreement with respect to liability and indemnification. Company acknowledges that the Bill Pay Service, by its nature of being provided through an Online forum, may on occasion encounter system failure or interruption. In the event of a system failure or interruption Company data may be lost or destroyed. Any transaction that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than Online to ensure the accuracy and completeness of such transactions. Company assumes the risk of loss of data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction so affected.

i. Failed or Returned Payments. In using the Bill Pay Service, you are requesting us to make payments for you from your Bill Pay Checking Account. A scheduled payment will fail to result in a Bill Payment if any of the following occur:

1. The payment was insufficiently funded;
2. Erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
3. A biller cannot or will not accept a payment delivered by us;
4. We suspect the payment of being fraudulent and have provided notification to you;
5. We suspect that the biller is a blocked entity under Office of Foreign Assets Control (OFAC) Sanctions.

We will notify you of each scheduled payment that does not result in a Bill Payment because of any of the reasons described above. If the Bill Payment does not occur due to any of items (2) through (5) above, we may request additional information regarding the failed scheduled payment. If you do not provide the information we need to resolve the failed Bill Payment within five (5) Business Days, the scheduled payment will be cancelled and funds will be re-credited to your Bill Pay Checking Account.

If a scheduled payment does not result in a Bill Payment because (a) the Bill Pay Checking Account from which the scheduled payment was scheduled has insufficient funds or (b) the Bill Pay Service could not retrieve the funds necessary to make the Scheduled Payment for any reason, then you acknowledge and agree that: (i) your Bill Pay Service may be CANCELLED for ALL of your Accounts; (ii) notice of such a failed scheduled payment as a result of (a) or (b) above may also constitute notice of the cancellation of your Bill Pay Service for ALL of your Accounts and any scheduled payments scheduled to be made after the failed scheduled payment; and (iii) all scheduled payments for ALL of your Accounts (including during the three (3) day period specified below) will be CANCELLED with no further notice to you and will not be made or initiated. This cancellation will remain in effect until we determine whether your Bill Pay Service will be restored. During the time when your Bill Pay Service is cancelled as provided herein, it is your sole responsibility to provide for another means of payment for any cancelled scheduled payments.

You agree that we are not responsible or liable for the failure to process any scheduled payment for any of the reasons described above, including during any time that your Bill Pay Service is cancelled, whether or not there are sufficient funds in your Bill Pay Checking Account(s) during such cancellation period. You also agree to indemnify and hold us harmless from any claims, liability, loss or damages

resulting from our actions taken under this Section. This provision amends and supersedes any conflicting provision of the Rules.

- j. Delayed or Returned Payments.** You will be notified if a delay occurs in the processing of your scheduled payment. You may be instructed to call Customer Service or we may call you if we need more information in order to process the transaction. You understand that billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, biller's forwarding address expired; billing Account number is not valid; biller is unable to locate billing Account; or billing Account is paid in full.
- k. Biller and Payment Limitations.** Bill Pay Service will be monitored for compliance with all federal and state laws, including but not limited to laws and regulations governing currency transactions and money laundering. We reserve the right to refuse to pay any biller to whom you may direct a payment or refuse any scheduled payment. We will notify you promptly if we refuse to pay a biller designated by you or refuse to make a scheduled payment. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- l. Expedited Check Payments.** Expedited Check Payments are available for a limited number of payees. Availability of Expedited Check Payment options will be limited based on payee capabilities, time of day, and payment delivery mechanisms. The cut-off time for Expedited Check Payments may vary based on the location of the payee. The cut-off time for all Expedited Check Payments is 3:00 p.m. Eastern Time. Expedited Check Payments will be unavailable for delivery to individuals, PO Box addresses, locations in AK, HI, or any foreign or U.S. territory outside of the contiguous 48 states and District of Columbia. You are responsible for entering and verifying any address for overnight check payments to ensure it is correct and is specified as a valid overnight package address by the payee.

Expedited Check Payments will be drafts on your Bill Pay Checking Account and the Expedited Check Payment fee will be collected directly from your Bill Pay Checking Account upon receipt of the Expedited Check Payment request. Due to the inherent need to expedite the payment, payment instructions will be completed immediately upon submission of the request. You will not have the ability to edit or cancel the payment instruction after you have confirmed the payment request.

- m. Bank Errors.** If Bank does not properly complete a bill payment on time or in the correct amount, we will pay any resulting late fees or finance charges which you reasonably incur as long as: 1) your Account was in good standing with the payee prior to this incident; 2) you had sufficient funds in your Bill Payment Checking Account or under your overdraft protection plan on the Payment Date to cover the

payment; 3) you gave us correct information to complete the payment; and 4) you scheduled the payment within the necessary time frames described above. We will also be responsible to you for the payment amount if we fail to stop a bill payment pursuant to your order to do so, so long as your order describes the payment with reasonable accuracy and is received at a time and in a manner described above that affords us a reasonable opportunity to act on your order before the payment is sent. Except as stated in this Agreement, any stop payment provisions of the Agreement otherwise governing your Account that are applicable to checks will also apply to the Bill Pay Service. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges, late fees or collection activity. In addition, we will not be responsible if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be responsible if there are insufficient available funds or credit availability in your Bill Payment Checking Account; if a legal order directs us to prohibit withdrawals from your Bill Payment Checking Account; if the Bill Payment Checking Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly beyond our reasonable control. Under no circumstances will Bank be liable for indirect, special or consequential damages arising out of the Bill Pay Service.

III. Security Procedures

1. Company shall conform to all security procedures and precautions bound by the operating parameters as set forth and installed in the Program, including but not limited to the use of security programs that the Bank may employ from time to time known as “Trusteer”, “OnGuard” or any other similar security device. Company further agrees to the following additional terms relating to the security procedures for use of the Program and the Services. Each time Company uses the Program or the Services, Company warrants that Bank’s security procedures are commercially reasonable. Some Services allow Company to set transaction limitations and establish internal controls. Company’s failure to set such limitations and implement such controls increases its exposure to, and responsibility for, unauthorized transactions.
 - a. **Security.** Your Authorized Administrative User will be given a First Online Cash Management Service User ID and Password that will give the Company access to the Services and your Eligible Accounts. These user credentials can be changed within the First Online Cash Management Service. We recommend that your Authorized Administrative User and Authorized Users change all passwords regularly. We are entitled to act on instructions received under your User IDs and Passwords. For security purposes, it is recommended that you memorize the User ID and Password, do not write them down, and do not store them on your PC. You

are responsible for keeping your User IDs and Passwords and Eligible Account information confidential.

You agree that we may send either electronically or via regular mail, notices and other communications including User ID confirmations, to the current physical or electronic address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to:

- Keep your User IDs and Passwords secure and strictly confidential
- Instruct each person to whom you establish a User ID and Password for that he or she is not to disclose it to anyone
- Immediately notify us if you believe your User ID and Password may have become compromised or known to an unauthorized person

We may suspend or cancel your User IDs and Passwords even without receiving such notice from you, if we suspect your User ID and Password are being used in an unauthorized or fraudulent manner.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR USER IDS AND PASSWORDS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

- b. Unauthorized Access.** Company shall be solely responsible for protecting against unauthorized access to the Program and the Services and any and all losses and damages arising from any unauthorized access to the Program and the Services. Company shall establish passwords, physical security, and other security procedures, including, but not limited to, firewalls, anti-virus software, anti-spyware software, necessary to ensure the confidentiality and security of access to the Program and the Services. Company is responsible for maintaining the confidentiality of and controlling the use of the security procedure information. Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Company to maintain said procedures. Company shall make such procedures and security procedures known only to Authorized Users of Company that will access the Program and the Services. Company shall notify Bank immediately if a security procedure is believed to have been violated.

- c. Authorized Users.** Company shall be solely responsible for designating its Authorized Administrative User and Authorized Users and disclosing the identity of said representatives, and all changes thereof to Bank in accordance with this Agreement. Bank shall not be responsible for verifying the authenticity of any person claiming to be an Authorized User of Company, or the authenticity of any instructions, direction or information provided by said person. Any instructions, directions or other information provided by Company or any Authorized Administrative User or Authorized User relating to the Program, or the Services shall be deemed to have been authorized by Company, and Bank shall be indemnified and held harmless by Company for acting upon any such direction, instruction or information.
- d. Duty to Safeguard Non-Public Customer Information.** Company shall implement a comprehensive information security program in compliance with all applicable state and federal laws and guidance issued by the Federal Financial Institutions Examination Council to ensure protection of any personal information of consumers that it may obtain.
- e. User IDs and Passwords.** Bank shall provide Company's Authorized Administrative User the authority to assign all Authorized Users with User IDs and passwords. Company is responsible for the actions of anyone who is given or otherwise gains access to its Authorized Administrative User's and Authorized Users' credentials including, but not limited to, its employees, agents, representatives, third parties and Authorized Users. Company agrees to i) take reasonable steps to safeguard the confidentiality of all User IDs and Passwords; ii) limit access to its User IDs and Passwords to persons who have a need to know such information; iii) closely and regularly monitor the activities of Authorized Users who access the Program and the Services; iv) immediately remove access for any Authorized Users Company deems no longer authorized to access the Program or Services, or who leave Company's employment; and v) immediately notify Bank in writing to remove Authorized Administrative Users Company deems no longer authorized to access the Program or the Services, or who leave Company's employment.

Company understands that the use of User IDs and Passwords and access to the Program and the Services is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure or access are on account of Company's negligence or are deliberate acts. **COMPANY ACKNOWLEDGES THAT BANK WILL NEVER ASK FOR ANY PASSWORDS AND COMPANY SHALL NOTIFY BANK IMMEDIATELY IF IT HAS ANY REASON TO BELIEVE THE SECURITY OR**

CONFIDENTIALITY OF USER IDS OR PASSWORDS HAVE BEEN BREACHED.

Company shall require Passwords to be changed periodically, but no less frequently than every thirty (30) days and whenever anyone who has had access to a Password is no longer employed or authorized by Company to access the Program or the Services. Bank may require Company to change its Passwords periodically at any time as Bank may, in its sole discretion, deem prudent to do so. Bank may deny access to the Services without prior notice if it is unable to confirm, to its satisfaction, any person's authority to access the Program or the Services or if Bank believes such action is necessary for security reasons.

- f. Dual Control.** The Program provides Company with the ability to require that an approval of certain Services occur before transactions can be processed. To increase Company's internal security, Bank recommends that Company assign the ability to initiate ACH or Wire Transfer transactions and the ability to approve these transactions to separate Authorized Users. Company acknowledges that dual control is a commercially reasonable practice, and that by refusing to accept this Account feature they face increased exposure to potential losses due to unauthorized activity and fraud. Company agrees to assume responsibility for any loss incurred that could have been prevented through the use of dual control. In the event Company refuses to accept dual control, or in the event Company is a solely owned entity with no additional employees or no employees to be identified as Authorized Users to transact ACH or Wire Transfer transactions, Bank may authorize a single user, and will require the completion of a Single User Authorization (Exhibit F).
- g. Account Review.** Company shall utilize the Program to review all activity on the Account(s) (both debits and credits) on a daily basis and shall report any discrepancies to Bank immediately, but in no event later than the Business Day following the Business Day on which the transaction containing the discrepancy was posted.
- 2. Audit, Review and Risk Assessment.** Company acknowledges its responsibility for, and agrees to, perform an annual risk assessment and audit of its data security practices and compliance with this Agreement, and all current federal and state privacy and information security requirements, including but not limited to an assessment and audit of compliance with the Rules, and all guidance issued by the Federal Financial Institutions Examination Council and its members. Company agrees to make available the findings from this assessment and audit to the Bank upon request. Company grants Bank authority to conduct periodic site visits to assess Company's compliance with the Rules, all required security procedures, and any applicable state or federal laws.

3. **Authorized Access.** Company shall only allow access to the Services under the terms of this Agreement to those employees, agents and representatives, including but not limited to, Company's third parties, which have read, and provided a written acknowledgement of their review, understanding and acceptance of the terms of the Services.

IV. **ACH Origination**

Company further agrees to the following additional terms relating to ACH Origination:

1. **Services.** Company has requested that Bank permit it to initiate debit or credit entries to Accounts maintained at Bank and other financial institutions by means of the Automated Clearing House (the "ACH") operated by the National Automated Clearing House Association, Inc. ("NACHA"). Bank is willing to act as an Originating Depository Financial Institution with respect to such transactions. Each ACH File transmitted to Bank must contain an Entry debiting or crediting an Account. Unless otherwise defined in this Agreement, capitalized terms in this Section IV shall have the meaning in the NACHA Operating Rules (the "Operating Rules").
2. **Operating Rules.** Company shall comply with the Operating Rules in existence and as provided at www.nacha.org as of the date of this Agreement and as amended from time to time. It shall be the responsibility of Company that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Website: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/fuzzy_logic.aspx.)
3. **Transmission of Entries.** Company will transmit all debit and credit Entries to Bank at the location, on or before established deadlines, and as described below. Company will conform all Entries to the format, content and specifications as required by Bank. Company authorizes Bank to transmit all Entries received by Bank from Company in accordance with the terms of this Agreement and to credit or debit such Entries to the specified Account(s). The term "Entries" shall have the meaning provided in the Operating Rules and shall also include all data and information received from Company from which Bank prepares Entries. Bank shall have no obligation to transmit Entries if Company is in default of any of its obligations under this Agreement, including the obligation to pay Bank for each credit entry. Bank does not transmit International ACH (IAT) Entries.
4. **Processing Schedule.** The processing cut-off time for originating ACH Entries each Business Day will be set by Bank from time to time and published in the First Online Cash Management Services Banking Fees and Cut-off Times schedule (Exhibit C). No

transmission will be accepted for processing by Bank after this time. ACH transactions are required to be processed with a transmission date of at least one (1) Business Day prior to the Effective Date.

5. **Exposure Limits.** Bank's security procedures shall include the determination of certain exposure limits which includes, but may not be limited to i) the value of ACH files; ii) the value of individual ACH entries; iii) the frequency of origination of ACH files; and iv) the consideration of exposure over multiple settlement dates. Company shall comply with exposure limits established by Bank, in its sole discretion, from time to time but in any case shall not exceed those limits which Company sets forth in its First Online Cash Management Services Application.
6. **Format, Content and Specifications.** Company will adhere to and maintain the format, content and specifications as designed and provided in the First Online Cash Management Service. Company is solely responsible for the accuracy, both to content and form, of any information it submits to Bank. If any information is not readable, out of balance, or unable to be processed for any reason, it is the responsibility of Company to correct and resubmit the information to Bank.
7. **Bank Obligations.** In a timely manner and in accordance with the Operating Rules, Bank will process, transmit and settle for the Entries received from Company, which comply with the terms of this Agreement, including the security procedures.
8. **Authorization.** Company agrees to obtain from all persons whose signatures are required in order to withdraw or deposit funds from or to any Account with respect to a Transaction (hereinafter called a "Customer") a written authorization that authorizes the effecting of Transactions with respect to such Account(s). Such authorization shall be in a form that complies with all requirements of the Operating Rules and federal and state law. Company agrees to retain the original or microfilm or other copy of such authorization for a period of six (6) years after termination or revocation of such authorization, and shall, upon request by Bank, promptly furnish such copy of any such authorization to Bank.
9. **Data Retention.** Company will retain data on file adequate to permit remaking of Transactions for fourteen (14) days following the date of their transmittal by Bank, and shall provide such data to Bank upon request. Company shall be responsible for maintaining any and all ACH files and related records, reports and historical data for transmission verification.
10. **Audit.** Upon the request of Bank, Bank shall be entitled to audit the Entries initiated by Company, as well as all associated documentation, to determine Company's compliance with this Agreement and the Operating Rules. Bank retains all ownership

rights in and to any audit documents generated pursuant to this Section of the Agreement.

- 11. Warranties.** Company warrants to Bank all warranties Bank is deemed by the Operating Rules to make with respect to Entries originated by Company. Without limiting the foregoing, Company warrants and agrees that i) each Entry is accurate, is timely, has been authorized by the party whose Account will be credited or debited, and otherwise complies with the Operating Rules; ii) each debit Entry is for a sum which, on the settlement date with respect to it will be owing to Company from the party whose Account will be debited, is for a sum specified by such party to be paid to Company, or is a correction of a previously transmitted erroneous credit Entry; iii) Company has complied with all pre-notification requirements of the Operating Rules; and iv) Company will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. Company shall indemnify Bank and hold Bank harmless against any claim, demand, loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.
- 12. Provisional Credit.** Company acknowledges that the Operating Rules make provisional any credit given for an Entry until the financial institution crediting the Account specified in the Entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the party.
- 13. Settlement.** Company will maintain an Account(s) with Bank at all times during the term of this Agreement. Company will maintain in the Account(s) as of the applicable file date immediately available funds sufficient to cover all credit Entries initiated by it. Company authorizes Bank to debit its Account(s) on the applicable file date in the amount of each Entry, and acknowledges that Bank may require prefunding of certain credit entries at their sole discretion.
- 14. Cancellation or Amendment.** Company shall have no right to cancel or amend any Entry/file after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company to cancel an Entry/file before transmitting it to the ACH or crediting an on-us Entry. Bank shall have no liability if it fails to effect the cancellation.
- 15. Rejection of Entries.** Bank may reject any Entry, including an on-us Entry, which does not comply with the requirements of this Agreement and may reject any Entry if Company is not otherwise in compliance with the terms of this Agreement. Bank monitors ACH Originations for unusual or abnormal activity. If such activity is

identified, the Origination File may be rejected until such time as Bank has made contact with Company and the matter has been resolved, to the satisfaction of the Bank, in its sole discretion. Bank will notify Company by telephone of any such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH or, in the case of an on-us Entry, its effective Entry date.

- 16. Notice of Returned Entries.** Bank shall notify Company of the receipt of a returned Entry from the ACH no later than one Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry if Bank complied with the terms of this Agreement with respect to the original Entry. Bank shall notify Company of a Notification of Change Entry (NOC) relating to an Entry transmitted by Company within two (2) Business Days of its receipt. Company shall ensure that changes requested by the NOC are made within six (6) Business Days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's Account, whichever is later.
- 17. Reversals.** Company may initiate a reversing Entry or file of Entries as permitted by the Operating Rules.
- 18. Liability.** Company agrees that Bank's liability is limited in accordance with the First Online Cash Management Services Agreement with respect to liability and indemnification. Bank shall only accept ACH Entry requests upon proper execution of security procedures that are entirely within Company's control. Bank may consider ACH Entry requests received from Company as having been authorized by Company and Bank shall be held harmless for executing any such Entry. Bank shall have no liability for loss incurred by Company on Account of any ACH Entry executed by Bank in good faith and in accordance with the provisions of this Agreement. Company agrees Bank shall not be liable for, and hereby releases and waives any claims against Bank from, any damage, loss or cost incurred by Company resulting from or arising out of the acts or omissions of any third parties including, but not limited to, any Federal Reserve Bank, or any other financial institution or entity receiving or transmitting ACH entries or funds in connection therewith. Company shall indemnify and hold Bank harmless from and against any claims of liability, including reasonable attorneys' fees and costs of defense, which are incurred on Account of any ACH Entry request executed by Bank in good faith and in accordance with the provisions of this Agreement. Company agrees to reimburse Bank for any penalties, fees, fines or other charges assessed by NACHA for Company's violation of the Operating Rules that may result in any liability for the Bank.
- 19. Disputes Concerning Transactions.** If Company notifies Bank that a Transaction i) was in an incorrect amount; ii) was not properly authorized; iii) constituted an unauthorized transfer or error under the Electronic Funds Transfer Act or Regulation

E; or iv) was otherwise improperly, erroneously or unlawfully paid from such Account(s), Company agrees to pay to Bank, upon demand, the full amount of such Transaction plus any expense or cost incurred by Bank in connection therewith. Company further agrees that Bank may, at Bank's option, pay such amount to the Company or may return such amount to Company; provided, however, upon payment of such amount by Bank to the Company, Bank shall be absolved and released from any claims, demands, losses, liabilities, expenses and costs, including attorneys' fees and costs incurred by Company with respect to such Transaction, and Bank shall have no further duty, obligation or responsibility to such Transaction.

- 20. Inconsistency of Name and Account Number.** Company acknowledges that, if an Entry describes the receiver inconsistently by name and Account number, payment of the Entry may be made on the basis of the Account number even if it identifies a person different from the named receiver.
- 21. Force Majeure.** All of Bank's obligations, responsibilities and covenants hereunder, whether expressed or implied, shall be suspended at any time, or from time to time, if compliance therewith would be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, breakdown or malfunction in any computer or communications facility, any act of God or of the public enemy, war, epidemic, accident, strike, lockout, labor disputes, riot, civil unrest, fire, flood, water damage (e.g. from fire suppression systems), weather condition, equipment failure or malfunction, material shortage, electric power disruption or shortage, or other condition or circumstance not wholly controlled by Bank.
- 22. Set Off.** Bank is authorized at any time to set off and apply any and all deposits, credits, funds, securities, assets and properties held, and all other obligations and liabilities owing by Bank to, or for the Account of, Company, against any and all obligations to Company now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

V. Wire Transfer

Company further agrees to the following additional terms relating to Wire Transfer:

- 1. Services.** Company hereby authorizes its representatives as Authorized Users of the Program to make program generated requests for the transfer of funds or to cancel or amend such requests ("Payment Order") from Account(s) of Company at Bank to other Accounts of Company or Accounts of a third party, whether those Accounts are with Bank or other financial institutions.

2. **Cut-Off Times.** The processing cut-off time for Payment Orders each Business Day will be set by Bank from time to time and published in the First Online Cash Management Services Fees and Cut-off Times Schedule (Exhibit C). A Payment Order received by Bank after the cut-off time will be treated as received and processed on the next funds transfer Business Day. In any event, a Payment Order must be conveyed in a manner and at a time which gives Bank a reasonable opportunity to act upon it.
3. **Rejection or Delay.** Bank reserves the right to delay implementing a Payment Order or to reject it if i) Bank is unable to verify the authenticity of the Payment Order through the agreed upon security procedures; ii) in Bank's sole discretion, the Payment Order has not been issued in accordance with this Agreement or Bank's procedures; iii) the amount specified in the Payment Order exceeds Company's collected Account balance; iv) if Bank determines, in its sole discretion, that execution of the Payment Order would cause Bank to exceed any time or other applicable limits; or v) for any other reason within the sole discretion of Bank. Bank shall make a reasonable attempt to notify Company of its rejection or refusal to execute a request by the time Bank would otherwise have executed the Payment Order, but shall have no liability if it fails to give such notice. Notice by telephone, computer terminal, first class mail or comparable methods will be considered reasonable notice. In no event shall Bank be liable to Company for interest on a Payment Order delayed or rejected pursuant to this Agreement.
4. **Company's Obligations.** Company shall be responsible for maintaining all records, reports and historical data for transmission verification. Company is solely responsible for the accuracy of the content of the Payment Orders, an overage, or a wrong beneficiary and Company shall be obligated to pay the amount of the Payment Order if executed.
5. **Revocation or Amendment of Payment Orders.** Any request by Company for revocation or amendment of a Payment Order must be made in accordance with the security procedures, the parameters of the Program and the First Online Cash Management Services Fees and Cut-off Times Schedule (Exhibit C). Bank makes no representation or warranty as to its ability to amend or cancel a Payment Order, except that it will use reasonable efforts to implement Company's request to amend or cancel a Payment Order. Company agrees to indemnify Bank for all expenses, costs, including attorneys' fees and liability incurred by Bank in processing such a request. Bank shall have no liability and Company agrees to pay Bank the amount of the Payment Order, if the amendment or cancellation is not completed.
6. **Executing Payment Orders.** Unless otherwise instructed, Bank, in executing a Payment Order, may i) use FedWire, the Funds Transfer System owned and operated by the Federal Reserve Financial Institutions; ii) use any Funds Transfer System if the

use of the system is commercially reasonable; or iii) issue a Payment Order to the beneficiary's financial institution or to an intermediary financial institution through which a Payment Order can expeditiously be issued to the beneficiary's financial institution if Bank exercises ordinary care in the selection of the intermediary financial institution; provided, however, that Bank shall not be required to follow an instruction of Company designating a funds transfer system to be used in carrying out the Payment Order if Bank, in good faith, determines that it is not feasible to follow such instruction or that following such instruction would unduly delay completion of the funds transfer.

7. **Limitation of Liability.** Company agrees that Bank's liability is limited in accordance with the provisions of Section I of the First Online Cash Management Services Agreement with respect to liability and indemnification. Bank will only accept funds transfer requests upon proper execution of security procedures that are entirely within Company's control. Bank may consider funds transfer requests received from Company as having been authorized by Company and Bank shall be held harmless for executing any such transfer. Bank shall have no liability for loss incurred by Company on Account of any Payment Order or funds transfer executed by Bank in good faith and in accordance with the provisions of this Agreement. Company agrees that Bank shall not be liable for, and hereby releases and waives any claims against Bank from any damage, loss or cost incurred by Company resulting from or arising out of the acts or omissions of any third parties including, but not limited to, any Federal Reserve bank, or any other financial institution or entity receiving or transmitting funds transfers transactions or funds in connection therewith. Company shall indemnify and hold Bank harmless from and against any claims of liability, including reasonable attorneys' fees and cost of defense, which are incurred on Account of any Payment Order or funds transfer request executed by Bank in good faith and in accordance with the provisions of this Agreement.
8. **Company's Payment Obligation.** Bank must receive payment or settlement for a Payment Order before Bank will execute it or pay a beneficiary. Company hereby authorizes Bank to charge any Account(s) with Bank in the amount of Payment Orders, fees or other obligations of Company under this Agreement. If Bank should elect to overdraw Company's Account(s), Company agrees to repay Bank immediately unless otherwise agreed upon by Bank and Company. Company may be entitled to a refund of a Payment Order if it is not completed, unless it is due to the insolvency of or a failure to refund by an intermediary.
9. **Company as Beneficiary.** If Bank accepts any funds transfers for which Company is the beneficiary, such acceptance and related notification shall be governed by the rules and regulations of Bank applicable to the deposit Account(s) to which it is credited. If the applicable rules and regulations do not specify a notification procedure, or funds are not credited to a deposit Account, Bank will endeavor to notify Company before

midnight of the next Business Day of acceptance by telephone, electronic transmission, first class mail or such other means as Bank in its discretion deems reasonable. Bank shall not be liable for any damages including interest, as a result of any failure or delay in giving such notice. Funds may not be used or withdrawn until Bank receives settlement for the Payment Order.

- 10. Choice of Law.** Bank may use the FedWire system to transmit payment orders or may receive Payment Orders for Company over FedWire in which Regulation J, 12 C.F.R. Part 210, as amended from time to time, which adopts UCC Article 4A, would apply to the funds transfer.
- 11. Audit.** Upon the request of Bank, Bank shall be entitled to audit Company's wire transfer records, policies and procedures, as well as all associated documentation, to determine Company's compliance with this Agreement and applicable laws, rules and regulations. Bank retains all ownership rights in and to any audit documents generated pursuant to this Section of the Agreement.

EXHIBIT C
First Online Cash Management Services Fees

ALL FEES SUBJECT TO CHANGE

First Online Cash Management Services ACH Fees will be invoiced by the third Business Day each month and debited from the designated Account on the tenth Business Day of each month.

These fees are for First Online Cash Management Services. Any fees applicable to your deposit Accounts, pursuant to your deposit Accounts' terms and conditions, remain applicable.

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| Implementation for viewing, transfer, & bill pay – Per Tax ID | \$5.95 |
| Bill Pay Monthly Fee | \$5.95 |
| Stop Payment Per Item Fee | \$30.00 |
| Bill Pay Stop Payment Fee Per Item | \$30.00 |
| Checking Account NSF Fee Per Item | \$36.00 |
| Bill Pay NSF Fee Per Item | \$36.00 |
| Originator ACH Return Fee – Per Returned Item | \$8.00 |
| Late File - Special Handling Fee - Per File' | \$50.00 |
| ACH Implementation Fee - Per Tax ID | \$75.00 |
| Monthly ACH Fee | \$25.00 |
| ACH Per Item Fee | \$.20 per debit & per credit \$.10 per debit & credit - Non-Profit |
| International Wire Transfer Per Item Fee | \$90.00 |
| Domestic Wire Transfer Per Item Fee | \$25.00 |
| BAI File Transmission Fee - Monthly Fee | \$50.00 |
| Check Positive Pay - Per account - Monthly Fee | \$15.00 |
| ACH Positive Pay - Per account - Monthly Fee | \$15.00 |

EXHIBIT C
Cut Off Times Schedule

Bill Payments – 3:00 PM ET. Bill payments initiated prior to 3:00 PM ET will be originated on the same day. Bill payments initiated after 3:00 PM ET or not on a Business Day will be originated on the next Business Day.

Canceling or Changing Scheduled Bill Payments – Prior to 3:00 PM ET on the date payment is to occur.

First Financial Bank Loan Payments – 6:00 PM ET. Regularly scheduled loan payments to a First Financial Bank loan may be made through the Service as an internal transfer.

Internal Transfers – 6:00 PM ET. Internal transfers of available funds occur immediately upon clicking confirm and may be made any day, at any time; however, if you are transferring funds into a checking Account, and if the transfer is made after 6:00 PM ET, the funds transferred will not be available to pay checks posting that day; they will be available the following Business Day. Internal transfers cannot be cancelled after you have clicked confirm.

External Transfers – 3:00 PM ET. Our Manage Accounts feature enables you to initiate an external transfer to transfer funds from First Financial Bank to another financial institution or transfer funds from another financial institution to First Financial Bank. External transfers initiated prior to 3:00 PM ET will be processed the same day. External transfers initiated after 3:00 PM ET or not on a Business Day will be processed on the next Business Day. You must contact First Financial Bank Online Banking Support to initiate and validate any new external transfer. You can contact Online Banking Support by calling 812-238-6797 or 1-800-511-0045 between the hours of 8:00am and 6:00pm Eastern Time, Monday through Friday, and 9:00am to 1:00pm Eastern Time, Saturday.

Canceling or Changing Future or Recurring Internal or External Transfers – Prior to 12:00 AM ET on the Date Prior to the Date the Transfer is Scheduled to Occur. Future or recurring transfers may be set up to occur one time, on a recurring basis with or without an end date or for a specific number of times. These transfers may set up to occur weekly, every two weeks, monthly, bi-monthly or annually. If you elect to terminate your First Online Cash Management Service, prior to or simultaneously upon notice to us of such termination, you shall cancel any future or recurring payments or transfers. You are solely responsible for any payments or transfers that are not cancelled that are made after you notify us to terminate the Service.

Wire Transfers – 3:00 PM ET. Wire transfers submitted prior to 3:00 PM ET will be processed the same day. Wire transfers received after 3:00 PM ET or not on a Business Day will be processed on the next Business Day.

Cancelling or Changing Wire Transfers. Any request to revoke or amend a wire transfer must be made before the wire transfer is processed.

ACH – 10:30 AM ET, 3:00 PM ET, & 5:00 PM ET. The Bank batches and transmits ACH entry files three (3) times, per Business Day. ACH entries must be received by the Bank by the times listed above for the next applicable file transmission.

Positive Pay Exception Review – 1:00 PM ET. All Positive Pay exception review must occur prior to 1:00 PM ET. Default decisions will be “Pay with issue” if review is not made prior to 1:00 PM ET.

EXHIBIT D
Stop Payment Orders Terms and Conditions

In accordance with each Stop Payment Order Form you submit, we shall endeavor to stop payment on your check per your request. Each submission of a Stop Payment Order shall constitute your renewed agreement to the terms and conditions stated herein. Prior to submitting any stop payment order form, you shall verify that all of the information in the form is accurate and that order is fully completed.

Stop Payment Order Forms must be received before 4:00PM ET, Monday through Friday, excluding holidays, to be processed on the same day received by Bank, provided that the check which is the subject of the Stop Payment Order Form is not paid prior thereto. Stop Payment Orders received after 4:00PM ET or on a weekend or holiday will be processed on the next Business Day.

Fees for Stop Payment are listed in Exhibit C, hereto. Please deduct applicable fees from your Account balance. If a duplicate check is issued or if the original check is returned, YOU SHALL NOTIFY THE BANK IMMEDIATELY.

IF THERE IS ANY DISCREPANCY BETWEEN THE INFORMATION YOU PROVIDE IN A STOP PAYMENT ORDER FORM AND THE ACTUAL CHECK FIRST FINANCIAL BANK, N.A. SHALL BE CONSIDERED TO BE FULLY RELEASED FROM ANY LIABILITY OR RESPONSIBILITY IN REGARDS TO THE CHECK OR ANY LOSS RESULTING THEREFROM.

YOU HEREBY AGREE TO INDEMNIFY AND HOLD FIRST FINANCIAL BANK, N.A. HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, COST OR EXPENSE SUSTAINED, EITHER DIRECTLY OR INDIRECTLY, RESULTING FROM THE NONPAYMENT OF CHECKS WHICH ARE THE SUBJECT OF YOUR STOP PAYMENT ORDERS.

IF STOP PAYMENT ORDERS ARE NOT EARLIER REVOKED, EACH STOP PAYMENT ORDER WILL AUTOMATICALLY EXPIRE AT THE END OF SIX MONTHS, UNLESS A NEW, STOP PAYMENT ORDER IS PROPERLY COMPLETED BY YOU AND RECEIVED BY THE BANK BEFORE THAT TIME.

EXHIBIT E
Positive Pay Service Enrollment Agreement

This Positive Pay Services Enrollment Agreement is a part of, and is incorporated by reference into, Company's First Online Cash Management Services Agreement.

Section 1.
Check Positive Pay Service

You may use Check Positive Pay Service (“Check Positive Pay”) provided through First Online Cash Management Services to identify and act upon checks presented against your Accounts, as well as to reconcile your Accounts. You must provide the Bank with the required information detailing all checks you have issued in the appropriate format and by the designated means. The Bank will compare this information against the checks presented for payment against your Accounts and provide a list of exception checks for your payment decision.

Payment of Presented Items and Reporting of Exception Items

- 1.1 Unless you have instructed us to reject all checks presented to the Account by indicating below, each banking day, the Bank will compare all checks presented to the Bank for payment by check number and amount against the checks that you have entered into your check register within the Check Positive Pay service.
- 1.2 Bank may pay and charge to the Account each presented check that matches a check number and amount shown in the check register within the Check Positive Pay service.
- 1.3 Company will receive from the Bank and shall review and process all exceptions in accordance with the First Online Cash Management Services Fees and Cut-off Times Schedule (Exhibit C). If the Bank does not receive notification of the Company's decision as to each exception check before the cut-off time, the Bank will deem all exception checks as authorized, and pay them.
- 1.4 Company hereby agrees to hold the Bank harmless for and indemnify the Bank from and against any and all fees, claims, suits or damages of any kind resulting, directly or indirectly, from the return of any exception check not paid by the Bank pursuant to the Company's instructions as well as checks paid in accordance with these Check Positive Pay terms.
- 1.5 This Check Positive Pay Services Enrollment Agreement is not applicable to any check that as of the date of the Company's enrollment in Check Positive Pay, the Bank has already paid or which the Bank is already committed to honor or pay under applicable laws, rules or regulations governing such items.

Section 2.
ACH Positive Pay Service

You may use ACH Positive Pay Service (“ACH Positive Pay”) provided through First Online Cash Management Services to identify and act upon ACH credits or debits presented against your

Accounts, as well as to reconcile your Accounts. The Bank's ACH Positive Pay Service allows you to identify exception Entries, and to instruct us whether to pay or return those items. An exception item is an ACH Entry not previously authorized by you. Capitalized terms used without definition in these ACH Positive Pay Service Terms & Conditions have the meanings assigned to them in the ACH Services Terms & Conditions above.

2.1 Positive Pay Process

By using the ACH Positive Pay Service, you authorize the Bank to return ACH Entries against the accounts you designate or to pay/accept such ACH Entries in accordance with your authorization instructions and pre-established ACH filters and blocks ("Established Instructions"). Exceptions are determined by comparing ACH Entries presented to us (including by other depository institutions, ACH operators or by us) with your Established Instructions. On each Business Day, the Bank will notify you electronically of ACH debit and credit Entries presented to us for settlement on the previous Business Day and which we have identified as exceptions based on your Established Instructions.

You must access the daily reports of exception items via the Bank's positive pay system. Using that system, you must then notify us which exception items to pay/accept or which to return. On the same day we report exception items to you, you must notify us in accordance with the First Online Cash Management Services Fees and Cut-off Times Schedule (Exhibit C), which ACH Entries you want us to pay/accept or which to return. You authorize us to act in accordance with your instruction. If you fail to notify us by the Cut-off Time, we will automatically pay/accept the Entries. 1.2 Bank may pay / charge to the Account each presented debit and credit that matches an ACH debit or credit shown in the ACH Positive Pay service.

2.2 Client Responsibilities

Before using the ACH Positive Pay Service, you must entitle, in a form or manner acceptable to us, the persons authorized by you to perform certain duties in connection with the ACH Positive Pay Service. You must provide authorization criteria in a manner and form acceptable to us. In your authorization criteria, you may specify a maximum amount (dollars and cents) for authorized Entries. You are responsible for the accuracy and completeness of all information you provide, for monitoring exception items and making payment decisions prior to the Deadline. You agree not to initiate or authorize anyone to transmit Entries that are designated to be blocked by the ACH Positive Pay Service.

You acknowledge that your failure to use the Positive Pay Service could substantially increase the likelihood of undetected fraudulent activity on your deposit account(s) and that it is reasonable for us to require you to use our Positive Pay Service upon request. You agree that if you fail to implement the

Positive Pay Service following our request, you will be precluded from asserting any claim against us for paying an unauthorized, altered, counterfeit or other fraudulent Entry that the Positive Pay Service was designed to detect or deter, and we will not be

required to re-credit your deposit account or otherwise be liable to you for paying such Entry.

2.3 Security

You agree that the security procedures set forth above in the sections entitled “Access”, “Sub-Users”, “Passcodes”, and “Security” are security procedures that apply to the ACH Positive Pay Service. The Client is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized access to the positive pay system. The Client acknowledges that the security procedures are only designed to verify authenticity and not to detect an error in the transmission or content of an ACH transaction.

2.4 Bank Liability

You agree that the Bank will have no liability for payment of an ACH Entry which is unauthorized if (i) the ACH Entry is included in a report of exception items; and (ii) you do not give us instructions to return the ACH Entry by the Deadline. You acknowledge that our ACH Positive Pay Service does not preclude our standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if your instructions do not otherwise require us to return such ACH Entry. We may reject any entry that would be returned for any reason under the National Automated Clearing House Act (“NACHA”) Rules.

2.5 Intended Use; Exclusions

You acknowledge that our ACH Positive Pay Service is intended to be used to identify and return ACH Entries that you suspect in good faith are unauthorized. The service is not intended to be used as a substitute for authorization instructions or to delay your pay/accept return decisions on exception items, including and not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If we suspect or deem, in our sole discretion, that you are using the ACH Positive Pay Service contrary to those intentions, we may require you to provide evidence that ACH Entries we return pursuant to your instructions were in fact unauthorized. In addition, we may hold you liable for losses we sustain on ACH Entries which we are requested to return under such ACH Positive Pay Service and which you do not reasonably establish as unauthorized ACH Entries.

The ACH Positive Pay Service does not apply to transactions between you and us. We may pay Entries that you have authorized us to originate against your account (e.g., loan or credit card payments), whether or not you have included these in your authorization criteria. We may also pay any Entries, reversals or adjustments that we are required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

Although the ACH Positive Pay Service is not designed to affect any paper draft or check, including any remotely created checks or demand drafts, it may cause us to reject items that are converted to ACH Entries (e.g., point-of-purchase or back office conversion ACH transactions). As such, you should take appropriate steps to ensure

that persons making purchases with checks drawn on your designated accounts do not permit their conversion to electronic form.

2.6 Termination

If this Service is terminated for any reason, the Bank will not be obligated to continue monitoring Entries against your authorization criteria and will receive and accept or return Entries to your account(s) in accordance with the Bank's standard ACH processing procedures

Universal Positive Terms

This Positive Pay Services Enrollment Agreement hereby incorporates the terms of the First Online Cash Management Services Agreement, by reference. In the event of a conflict between the terms of this Positive Pay Services Enrollment Agreement and the terms of the First Online Cash Management Services Agreement, the terms of this Positive Pay Services Enrollment Agreement shall apply, solely with respect to Positive Pay and otherwise in the event of such conflict, the terms of the First Online Cash Management Services Agreement shall prevail.

Upon notice to you, the Bank may suspend or terminate your use of Check or ACH Positive Pay, without cause. The Bank may suspend or terminate Positive Pay without prior notice to you upon your breach of any agreement with us; any willful misconduct by you; or a breach in the security of the Services or unauthorized activity involving your Account.

EXHIBIT F
Single User Authorization

Company represents and warrants to Bank that it is either: 1) a solely owned entity with no additional employees or no employees able to be identified as Authorized Users to transact ACH banking transactions; or 2) has decided to decline the use of dual control. Company acknowledges that dual control is a commercially reasonable practice, and that by refusing to accept this Account feature they face increased exposure to potential losses due to fraud. Company agrees to establish security procedures necessary to ensure that the Authorized User shall only accesses First Online Cash Management Services to conduct ACH transactions through the use of the agreed upon security protections provided under the terms of the Agreement. Company shall be solely responsible for any breach of its access security and losses relating thereto, from fraudulent ACH transactions.

Company agrees to provide Bank with immediate notice of any additional Authorized Users to First Online Cash Management Services with ACH authority. Upon such notice, Company shall establish additional security procedures to ensure that all Authorized Users with ACH transaction authority shall only access the Services while using the agreed upon security protections provided under the terms of the Agreement.