

REMOTE DEPOSIT CAPTURE PRODUCT SCHEDULE

Center Parc Credit Union REMOTE DEPOSIT CAPTURE PRODUCT SCHEDULE

By signing this Remote Deposit Product Schedule ("Product Schedule"), You ("Member") hereby requests Center Parc Credit Union ("Financial Institution") to provide the Service described in this Product Schedule. Member agrees that this Product Schedule sets forth the terms and conditions pursuant to which Financial Institution will provide to Member the Service outlined herein, and is entered into as a Product Schedule under the Business Online Banking and Master Cash Management Agreement ("Master Agreement"). Financial Institution and Member agree that by executing this Product Schedule, Member acknowledges receipt of and agrees to the terms of the Master Agreement. Terms not otherwise defined in this Product Schedule shall have the meaning ascribed to those terms in the Master Agreement. In the event of inconsistency between a provision of this Product Schedule, the Uniform Commercial Code (the "UCC"), the Master Agreement, and/or the Depository Agreement, the provisions of this Product Schedule shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Member, intending to be legally bound, do hereby agree as follows:

Terms and Conditions

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

agreement pertaining to the provision of ACH services (such agreement the “**ACH Agreement**”) before initiating ACH debit entries. Member shall receive credit for ACH debit entries in accordance with the terms of the ACH Agreement. Member acknowledges and agrees that Financial Institution may discontinue, and/or change the terms of the Remote Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to Member or any third party. Member hereby agrees that Financial Institution shall be the exclusive provider of the Remote Deposit Service provided in accordance with this Remote Deposit Service Schedule and that Member will not use the same or similar services of any other party.

2. Hardware and Software. Member understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Remote Deposit Service and that fulfills Member’s obligation to obtain and maintain secure access to the Internet. Member understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Member is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit Service. Member understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Remote Deposit Service and the cost thereof, and Member hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Member or third-party employees. Financial Institution is not responsible for, and Member hereby releases Financial Institution from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Financial Institution hereby advises Member, and Member hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Remote Deposit Service, Member can use hardware provided by the Financial Institution or choose to purchase their own Hardware so long as it adheres to all Security Agreements and is compatible with the remote deposit software.

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

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

Member grants Financial Institution a security interest in all Accounts or other deposits (whether general or special) of Member's at the Financial Institution, and in all funds in such Accounts or other deposits, to secure Member's obligations to Financial Institution under this Product Schedule. This security interest will survive termination of this Product Schedule.

Member may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Financial Institution ("Reserve Balance"). Member acknowledges and agrees that any Settlement Reserve will be deposited in a Financial Institution account for exclusive use by the Financial Institution for purposes of offsetting any of Member's obligations under this Product Schedule. Member grants the Financial Institution a security interest in any Settlement Reserve to enable the Financial Institution to enforce any obligation owed by Member under this Product Schedule without notice or demand to Member.

Member's obligation to maintain a Settlement Reserve shall survive the termination of this Product Schedule, with such obligation lasting until all of Member's obligations under this Product Schedule have been fully offset.

4. Scanning of Checks and Transmission of Files. Member shall properly install and use all software and hardware required by this Product Schedule or otherwise required for, or related to, the use of the Remote Deposit Service. Member shall (a) endorse each Check to be deposited as follows "For Remote Deposit Only", (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and all batched ACH data and other information to Financial Institution or its Processor in accordance with the Procedures, a copy of which Procedures have either heretofore been, or are herewith, provided to Member by Financial Institution, and Member acknowledges receipt thereof. Financial Institution reserves the right to amend the Procedures, with or without prior notice to Member. Financial Institution may also provide Member with, or require Member to establish, a User ID, a personal identification number ("PIN") and/or passwords and other procedures (collectively, "**Security Procedures**") to access the Remote Deposit Service. The specific Security Procedures will be described in the Procedures. Member agrees to, at all times, (a) comply with the Procedures, (b) safeguard the confidentiality and security of the Procedures, Security Procedures and all other proprietary property or information Financial Institution provides to Member in connection with the Remote Deposit Service and (c) notify Financial Institution immediately if Member has any reason to believe the security or confidentiality required by this provision has been or may be breached. Member acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Financial Institution is not, and will not be, obligated to detect errors by Member or others, even if Financial Institution takes certain actions from time to time to do so.

Member is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. Financial Institution is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Member's own discretion and risk, and Financial Institution is not responsible for any damage to Member's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Member is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to its operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Member's operating systems.

Member acknowledges and agrees that Member will protect itself and be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). Member agrees to educate its representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Member acknowledges that Financial Institution will never contact Member by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Financial Institution transmits to Member. In the event Member receives an e-mail or other electronic communication that Member believes, or has reason to believe, is fraudulent, Member agrees that Member shall not respond

to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, Member agrees that Financial Institution is not responsible for any losses, injuries, or harm incurred by Member as a result of any electronic, e-mail, or internet fraud.

In the event of a breach of the Security Procedure, Member agrees to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to its hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Member further agrees to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by Member, its agents, law enforcement agencies, or any other third party. Member's failure to assist Financial Institution shall be an admission by Member that the breach of the Security Procedure was caused by a person who obtained access to its transmitting facilities or who obtained information facilitating the breach of the Security Procedure from Member and not from a source controlled by Financial Institution.

To ensure accuracy, Member shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. The total dollar value of the Files sent by Member to Financial Institution on any day shall not exceed the dollar amount specified approved limits. If the total dollar value of the Files sent by Member to Financial Institution on any day exceeds the Deposit Limit, Financial Institution may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Financial Institution may accept and process the File. Member agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Financial Institution no later than the cut-off time specified Cut-Off-Time. A File is considered received by Financial Institution when a complete copy of such File has been written on a Financial Institution electronic storage device in conformity with Financial Institution's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Financial Institution prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Financial Institution's records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by Financial Institution. Financial Institution reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Member's receipt of notice thereof. Member may contact Financial Institution at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

5. Maintenance and Destruction of Original Check. Member shall stamp the original Check Processed", "Imaged", "Scanned", etc. before or during the process of scanning the Check in accordance with Section 4 of this Product Schedule. Member shall securely store all original Checks for a period of thirty days after Member has received notice from Financial Institution that the File containing the images of such Checks has been accepted (such period the "**Retention Period**"). During the Retention Period, Member shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Member shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Member. Member shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Member will use commercially reasonable methods of destruction approved by Financial Institution to destroy original Checks after expiration of the Retention Period. Member will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Financial Institution as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

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

- (a) the amount of the Check;
- (b) the payee of the Check;

- (c) the signature of the drawer of the Check;
- (d) the date of the Check;
- (e) the Check number;
- (f) the information identifying the drawer and the paying financial institution that is preprinted on the Check, including the MICR line; and
- (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

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

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

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

7. Receipt of File. Member agrees that Member shall be solely liable for, and Financial Institution shall not have any liability whatsoever to Member for, any File or the Images or other information contained therein that are not received by Financial Institution or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Member agrees that Financial Institution has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Member. Financial Institution has no obligation to notify Member of the rejection of a File or the Images or other information contained therein. Financial Institution shall have no liability to Member for the rejection of a File or the Images or other information contained therein or for the failure to notify Member of such rejection. Upon receipt of a File submitted by Member, Financial Institution may examine such File and the Images and other information contained therein to ensure that Member has complied with this Product Schedule and followed the Procedures. If Financial Institution determines that Member has not complied with this Product Schedule or followed the Procedures or if errors exist in the Images or other information contained in the File, Financial Institution, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “**Corrected File**”). As a form of correction, Financial Institution may credit Member’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Financial Institution may, at its option, also perform a risk management analysis of one or more Files submitted by Member to detect potentially fraudulent Checks, and, in its sole discretion, Financial Institution may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Financial Institution determines that Member has complied with this Product Schedule and processed and transmitted the File in accordance herewith and with the Procedures, the File is balanced and the Images meet the requirements of Section 6 of this Product Schedule, then Financial Institution shall accept the File (an “**Accepted File**”) for deposit to Member’s Account. Upon acceptance of the File, Financial Institution shall electronically notify Member of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Financial Institution has accepted a File for deposit, any credit made to Member’s Account shall be provisional, and Member shall remain liable to Financial Institution for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Financial Institution.

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

9. Laws, Rules and Regulations. Member agrees to comply with all existing and future operating procedures used by Financial Institution for processing of transactions. Member further agrees to comply with, and be bound by, all applicable state or

federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (“FTC”), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization (“ECCCHO”) and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the “Rules”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Product Schedule and the Rules, the Rules will control.

10. Collection of Checks. Financial Institution, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee financial institution. Financial Institution, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Financial Institution’s selection of the clearing agents shall be considered to have been designated by Member. Financial Institution shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

11. Contingency Plan. Member agrees that, in the event Member is not able to capture, balance, process, produce or transmit a File to Financial Institution, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Member will transport the originals of all Checks to the closest office of Financial Institution and deposit original Checks with Financial Institution until such time that the outage, interruption or failure is identified and resolved. Member hereby acknowledges and agrees that Financial Institution shall not be liable to Member for any loss or damage of any nature sustained by Member as the result of the inability of Member to use the Remote Deposit Service. The deposit of original Checks at an office of Financial Institution shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Product Schedule. Notwithstanding the foregoing, and to the extent applicable, Section 12 of this Product Schedule dealing with warranties shall apply to the deposit of original Checks.

12. Warranties. Member represents, warrants and covenants the following to Financial Institution:

- (a) **Checks Deposited.** Member shall only deposit Checks that are authorized by this Product Schedule, the Procedures and the Deposit Agreement;
- (b) **Image Quality.** Each Image transmitted by Member to Financial Institution contains an accurate representation of the front and the back of each Check and complies with the requirements of this Product Schedule;
- (c) **Accuracy of Information.** All data and other information submitted by Member to Financial Institution, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Product Schedule;
- (d) **Business Purpose Only.** Member is not a consumer, and the Remote Deposit Service shall be used for business purposes only;
- (e) **No Duplicates.** Member will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Financial Institution, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Member further warrants that no subsequent transferee, including but not limited to Financial Institution, a collecting or returning financial institution, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- (f) **No Loss.** No Subsequent transferees of the Item(s), including but not limited to Financial Institution, a collecting or returning financial institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

- (g) Information. All information provided by Member to Financial Institution is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Member. Member is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Member to Financial Institution;
- (h) Authority and Legality. (i) Member is authorized to enter into, and perform its obligations under, this Product Schedule; (ii) the person signing this Product Schedule on behalf of Member is duly authorized to execute this Product Schedule; (iii) this Product Schedule is valid and enforceable against Member in accordance with its terms; and (iv) the entry into, and performance of, this Product Schedule by Member will not violate any law, or conflict with any other agreement, to which Member is subject;
- (i) No Litigation. There is no action, suit or proceeding pending or, to Member's knowledge, threatened which, if decided adversely, would impair Member's ability to carry on its business substantially as now conducted or which would adversely affect Member's financial condition or operations.
- (j) Transactions. All Checks and business transactions of Member are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (k) Rule Compliance. Member conducts its business, and submits Checks and Files in compliance with this Product Schedule, the Procedures, applicable law and the Rules.
- (l) Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

13. Returned Checks.

- (a) Chargeback of Returned Checks. If Images of Checks deposited by Member are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Member understands and agrees that, since Member either maintains the original Check or has destroyed the original Check in accordance with Section 5 of this Product Schedule, the original Check will not be returned, and Financial Institution may charge back an Image of the Check to Member's Account. Member understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Financial Institution, Member agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Member.
- (b) Special Instructions. Member may request that Financial Institution re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Member to Financial Institution (the "**Special Instructions**"). These Special Instructions may be given to Financial Institution in a separate document in conjunction with or subsequent to the execution of this Product Schedule. Financial Institution shall not be bound by such Special Instructions until such time as Financial Institution has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Financial Institution has agreed to accept the Special Instructions, Financial Institution may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to Member Account to which the Checks were deposited. In the event that Member has requested that returned Images of Checks be re-presented, in no event will Financial Institution re-present an Image of a Check or an ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by the Rules. Member may change or amend the Special Instructions by providing Financial Institution a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Financial Institution. Member hereby agrees to pay Financial Institution the fees for processing returned Checks and Special Instructions contained in Financial Institution's then current schedule of fees for such services.

14. Fees and Charges. So long as this Product Schedule remains in effect, Member agrees to pay to Financial Institution the normal deposit account service charges established from time to time by Financial Institution and, in addition thereto, the fees and charges set forth in the Fee Schedule or provided from time to time hereafter to Member, and all such other fees and charges as may be agreed upon from time to time by Member and Financial Institution.

Member authorizes Financial Institution to deduct any charges for the Remote Deposit Service from any Account, even if such deduction causes an overdraft in the Account. Should Member fail or refuse to pay any charges under this Product Schedule, Member agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Financial Institution. Financial Institution shall have the right to increase or decrease charges imposed for the Remote Deposit Service and will notify Member of the changes, to the extent required by law. Member's use of the Remote Deposit Service after changes have been made shall constitute Member's agreement to the same.

In addition to the Remote Deposit Service fees, Member agrees to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Remote Deposit Service, this Product Schedule, and/or the software or equipment made available to Member (excluding any income tax payable by Financial Institution). Member is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

15. Confirmation: Account Reconciliation. Financial Institution will provide notice of receipt of deposits to Member's Account on the periodic statement for such Account. Member is responsible for detecting and reporting to Financial Institution any discrepancy between Member's records and the records Financial Institution provides to Member. If Member does not detect and notify Financial Institution of such a discrepancy within 30 days of Member's receipt of any terminal printout, mailed report or periodic statement (each a "**Report**"), whichever is received first, then such transactions shall be considered correct, and Member shall be precluded from asserting such error or discrepancy against Financial Institution.

16. Update Notice. Member shall provide written notice to Financial Institution of any changes to the information previously provided by Member to Financial Institution, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Financial Institution within 5 business days of the change. Member shall provide any additional information requested by Financial Institution within 5 days of such request. Financial Institution retains the right to: (i) review Member's Checks, Files and business activities from time to time to confirm Member is conducting business as stated by Member at the time of the execution of this Product Schedule and (ii) re-price or terminate the Remote Deposit Service based on changes to information previously provided to Financial Institution by Member.

17. Financial Institution's Duties. Financial Institution's duties and responsibilities are limited to those described in this Product Schedule, the Deposit Agreement and any other agreements governing the Accounts. Financial Institution will use commercially reasonable care in performing its responsibilities under this Product Schedule.

18. Financial Institution's Responsibilities. Member agrees to monitor its account balances and charges, to promptly notify Financial Institution if any Report conflicts with Member's records, and to refrain from acting on information it has reason to believe is erroneous. In all instances, Financial Institution's and, if the services of a third-party provider are utilized in the provision of the Remote Deposit Service, such third party's sole liability to Member shall be limited to the correction of any errors made. Financial Institution shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Member and Financial Institution or Financial Institution and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Financial Institution's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Financial Institution's control or

other conditions or circumstances not wholly controlled by Financial Institution, which would prohibit, retard or otherwise affect Financial Institution's complete or partial performance under this Product Schedule.

19. Internet Disclaimer. Financial Institution does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Financial Institution's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Member's connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Financial Institution be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Member's or Financial Institution's ability or inability to connect to the Internet.

20. Indemnification and Liability; Third-Party Claims. Member hereby indemnifies Financial Institution and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Product Schedule, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Member's (i) failure to report required changes, (ii) transmission of incorrect data to Financial Institution or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) Financial Institution's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of Member, (c) Member's breach of any of Member's warranties, representations and/or obligations under this Product Schedule or any other agreement between Member and Financial Institution, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Product Schedule. and/or (d) Member's breach or violation of any Rules; provided, however, Member is not obligated to indemnify Financial Institution for any damages solely and proximately caused by Financial Institution's gross negligence or willful misconduct.

21. Third Parties; Maintenance.

- (a) Remote Deposit Service from Others. Member may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a "**Third Party**" and, if more than one, "**Third Parties**"). Member (i) agrees that any Third Party is acting as Member's agent in the delivery of Checks and Files to Financial Institution, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Product Schedule. Financial Institution will not be liable for any losses or additional costs incurred by Member as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Member shall provide at least 10 days advance written notice to Financial Institution in the event it uses any such Third Party. Member is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Financial Institution shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Financial Institution accepts and approves a Check or File from such Third Party for processing.
- (b) Equipment Maintenance. Member shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, it's electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Financial Institution) and any other equipment or items necessary to receive the Remote Deposit Service. Financial Institution shall not be liable to Member, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Member's failure to do so.

22. Use of Trademarks. Member may not use Financial Institution's name or trademarks without the express written consent of Financial Institution. If Member is permitted to use any of Financial Institution's name, trademarks or promotional materials, Member will not indicate, directly or indirectly, that Financial Institution endorses, or is connected in any way with, any of Member's goods or services.

23. Financial Information and Audit. Financial Institution may from time to time request information from Member in order to evaluate a continuation of the Remote Deposit Service to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Product Schedule. Member agrees to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. Member authorizes Financial Institution to investigate or reinvestigate at any time any information provided by Member in connection with this Product Schedule or the Remote Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by Financial Institution, Member hereby authorizes Financial Institution to enter Member's business premises for the purpose of ensuring that Member is in compliance with this Product Schedule and Member specifically authorizes Financial Institution to perform an audit of Member's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Member hereby acknowledges and agrees that Financial Institution shall have the right to mandate specific internal controls at Member's location(s) and Member shall comply with any such mandate. In addition, Member hereby agrees to allow Financial Institution to review available reports of independent audits performed at the Member location related to information technology, the Remote Deposit Service and any associated operational processes. Member agrees that if requested by Financial Institution, Member will complete a self-assessment of Member's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Financial Institution in an audit of Member. If Member refuses to provide the requested financial information, or if Financial Institution concludes, in its sole discretion, that the risk of Member is unacceptable, or if Member refuses to give Financial Institution access to Member's premises, Financial Institution may terminate the Remote Deposit Service according to the provisions hereof.

24. Confidential Information and Proprietary Right in Data. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Financial Institution by Member and Member's Members in connection with this Product Schedule is confidential. Except as allowed by applicable law, Financial Institution shall not disclose or permit access to any such information by any person, firm or corporation. Financial Institution shall cause its officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the Financial Institution's obligations under this Product Schedule or to any other party to which Financial Institution may be required by law to report such information. Member agrees to hold confidential, and to use only in connection with the Remote Deposit Service, all information furnished to Member by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Remote Deposit Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Member at any time receive or acquire any information relating to another Member of Financial Institution, Member shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for its own benefit or otherwise. Financial Institution's and Member's obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Product Schedule or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Remote Deposit Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and/or a State regulatory agency, and Member agrees to the release by Financial Institution of Member's reports, information, assurances and other data and information as may be required under applicable laws and regulations. Member agrees that any specifications or programs developed by Financial Institution in connection with this Product Schedule, or supplied or made available to Member by Financial Institution, are the exclusive property of Financial Institution, its agents, suppliers or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of the Product Schedule.

25. Financial Accommodation. Member and Financial Institution agree that this Product Schedule and the Service constitute an agreement to provide a “financial accommodation” as defined in 11 U.S.C. §365.

26. No Third-Party Beneficiaries. This Product Schedule shall not be construed to confer any rights or remedies upon any person not a party to this Product Schedule, whether as a third-party beneficiary or otherwise, against Member or Financial Institution, their respective successors, assigns and affiliates.

27. Termination. This Product Schedule may be terminated by Financial Institution or Member upon thirty (30) days’ written notice. The Service will automatically terminate if the Account is closed for any reason. Termination of the Service will not terminate Member’s or Financial Institution’s rights or obligations under this Product Schedule with respect to events or actions that occurred before termination. Upon termination, Member must return any hardware provided by the Financial Institution as part of this Service within thirty (30) days of termination. The Financial Institution reserves the right to continue charging monthly service charges or debit the Member Account for price it would cost the Financial Institution to replace the scanner. If the Member’s account is closed, the Member will be billed for the cost of the scanner and the Financial Institution reserves the right to report such debt to a reporting or collections agencies or take whatever legal action necessary to secure the return of the hardware.

28. Hardware.

- a) **Scanner(s) License.** If the Scanner(s) is provided by Financial Institution as part of this Service, Financial Institution hereby grants to Member a nontransferable non-exclusive license (“License”) to use the Scanner(s) listed in this Attachment B (“Scanner(s)”) only in connection with the Service provided by Financial Institution. Member accepts the License subject to the terms and conditions set forth in the following sections.
- b) **OWNERSHIP OF SCANNER(S).** Member acknowledges the Scanner(s) is and shall at all times remain the sole and exclusive property of Financial Institution and agrees that Member will do nothing inconsistent with such ownership. Member agrees that nothing in this License shall give Member any right, title or interest in the Scanner(s) other than the right to use the Scanner(s) in accordance with this License, and Member agrees that it will not attack the validity of this License.
- c) **USE.** Member shall use the Scanner(s) in a careful and proper manner in accordance with the Documentation and shall comply with and conform to all federal, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Scanner(s). If at any time during the term hereof, Financial Institution supplies the Member with labels, plates or other markings, stating that the Scanner(s) is owned by Financial Institution, the Member shall affix and keep them upon a prominent place on the Scanner(s). The Member shall limit the use of the Scanner(s) to the processing of transactions with Financial Institution pursuant to this Product Schedule. The Member may not use the Scanner(s) to facilitate processing transactions with any other person without the prior express written authorization of Financial Institution.
- d) **RECEIPT OF SCANNER(S).** Member agrees that Financial Institution will deliver or ship the Scanner(s) to Member at the address designated by Member in this Product Schedule. Member acknowledges that delivery or shipment to the address designated by Member shall be considered receipt of the Scanner(s) by Member.
- e) **INSPECTION.** Member shall inspect the Scanner(s) within 24 hours after receipt thereof. Unless Member, within this period of time, gives written notice to Financial Institution specifying any defect in or other proper objection to the Scanner(s), Member agrees that it shall be conclusively presumed, as between Financial Institution and Member, that Member has fully inspected and acknowledged that the Scanner(s) is in good condition and repair, and that Member is satisfied with and has accepted the Scanner(s) in such good condition and repair. Financial Institution shall at any and all times during business hours have the right to enter into and upon the premises where the Scanner(s) may be located for the purpose of inspecting the same or observing its use. Member shall give Financial Institution immediate notice of any attachment or other judicial process affecting Scanner(s) and shall, whenever requested by Financial Institution, advise Financial Institution of the exact location of the Scanner(s).
- f) **MAINTENANCE.** Member shall maintain the Scanner(s) in working order by following the instructions for proper use, care and cleaning of the Scanner(s) provided to Member. In the event that the Scanner(s) does not function in accordance with the manufacture’s specifications, Financial Institution shall either repair or replace the Scanner(s) within three (3) business days from the date of receipt of notification from the Member. Financial Institution shall

not repair or replace the Scanner(s) if it is lost or damaged as provided in Section (vi), or because of misuse, negligence or failure of Member to follow instructions for proper use, care and cleaning of the Scanner(s).

- g) **LOSS AND DAMAGE.** In the event of loss or damage of any kind to the Scanner(s), or any part thereof, Member shall make a payment to Financial Institution in an amount contained in an invoice submitted by Financial Institution to Member ("Invoice Amount"). Payment shall be due within thirty (30) calendar days of receipt of the invoice from Financial Institution. Failure to make such payment shall be a default under Section (xi) of this Attachment B.
- h) **SURRENDER OF SCANNER(S).** Within fifteen (15) calendar days of the expiration or earlier termination of this Product Schedule, with respect to the Scanner(s), Member shall return the Scanner(s) to Financial Institution in good repair, condition and working order (ordinary wear and tear resulting from proper use thereof alone excepted), or Member shall pay Financial Institution the Invoice Amount contained in an invoice submitted to Member upon termination. If Member fails to return the Scanner(s), or if the Scanner(s) is not in good working order and repair upon return, or if Member fails to pay the Invoice Amount, such failure shall be a default.
- i) **LOCATION OF SCANNER(S).** Without the written permission of Financial Institution, Member will not permit the Scanner(s) to be removed from the Member's business addresses and Member shall not physically locate the Scanner(s) outside of the United States.
- j) **PERSONAL PROPERTY.** The Scanner(s) is, and shall at all times remain, personal property notwithstanding that the Scanner(s) or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.
- k) **ENCUMBRANCES.** Member shall not do any act that will in any way encumber the title of Financial Institution in and to the Scanner(s). In the event the Scanner(s) becomes the subject of any lien or encumbrance through the action of Member, Member shall indemnify and hold harmless Financial Institution from all costs, losses or expenses with respect thereto, and Member shall immediately pay any such lien and obtain a release thereof.
- l) **DEFAULT.** If Member fails to pay any amount herein provided within thirty (30) calendar days after the same is due and payable, Financial Institution shall have the right to take possession of the Scanner(s), without demand or notice, wherever same may be located, without any court order or other process of law. Member hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall constitute a termination of this Product Schedule. The Financial Institution may also debit the Member's Account or Settlement Reserve for amounts due and payable to the Financial Institution.
- m) **FINANCIAL INSTITUTION'S EXPENSES.** Member shall pay Financial Institution all costs and expenses, including reasonable attorney fees, incurred by Financial Institution in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions hereof.

This Product Schedule must be signed on behalf of Member by an Authorized Member Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

MEMBER:

Company Name:

By: _____

(Signature)

Name: _____

Title: _____

Date: _____