

Online for Business Services Terms and Conditions

Revised May 2023

The following "Terms and Conditions" apply to Online For Business services ("Services") provided by The Citizens National Bank of Bluffton ("CNB"). These services include: Online Banking ("Basic" Services), Wire Transfers, ACH Origination, Merchant Capture, Check Positive Pay, Reverse Check Positive Pay, ACH Positive Pay, & Account Reconciliation. Some Services may require Company to complete additional applications, implement instructions, or forms ("Set-up Form"), which provides CNB with necessary information from the Company to set up the Services.

This Terms and Conditions is incorporated in full into Company's Online For Business Services Agreement ("Agreement") with CNB as if fully rewritten. Other agreements Company has entered into with CNB, including terms and conditions applicable to the Company's deposit accounts also apply to transactions made using the Services.

CNB agrees to provide and Company agrees to purchase certain Services provided for and described in this Terms and Conditions. Company agrees as follows:

Part I. ONLINE BANKING ("Basic Services"):

This Part I governs Company's use of the Online For Business - Online Banking ("Basic Services").

Eligible Accounts: Access to Online Banking requires Company to have at least one eligible account with CNB. If Company has more than one account or other relationship with CNB, CNB will "link" the relationships together unless Company requests certain accounts not be linked. Eligible accounts include each open and active CNB checking, savings, money market, certificate of deposit, or loan account.

Types of Online Banking "Basic" Services: Company may access their account(s) through Online Banking using security credentials to perform the following:

- Obtain balance and transaction history of eligible accounts;
- View copies of previous statements and images of checks and deposits;
- Transfer funds and make payments between eligible accounts (except certificates of deposit);
- Use Bill Payment Services
- Use Mobile for Business Services
- Request stop payments
- Set up account alerts

Limitations: Company must have enough available money or credit in any account from which Company instructs CNB to make a transfer. CNB reserves the right to limit or suspend access to Online Banking service as CNB deems necessary for security reasons.

Stopping or Changing Payments and Transfers: Company may cancel or modify a single payment or transfer up until the Deadline posted in this Terms and Conditions. Prior to requesting a stop payment, Company should first verify that the item has not already been posted to its account. If a stopped item has already been paid prior to Company's entry of the request, then CNB shall not be liable for any loss incurred by Company arising from the event. Company acknowledges that CNB has fully advised and disclosed to Company that due to CNB's use of computerized system that the sole criterion for successfully stopping payment on said check is that the exact amount of the check be reported to CNB. Company hereby acknowledges that Company fully and completely understands that if the amount of the check reported to CNB is off even one cent, payment on the check cannot be stopped.

Bill Payment transactions: Company may select to enroll in CNB's Bill Payment services. Payment transactions initiated through the Bill Payment service will be processed according to the Bill Payment Service Terms and Conditions posted on the Website. Company's use of the Bill Payment service confirms Company's agreement to be bound by the Bill Payment Service Terms and Conditions.

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Mobile for Business transactions: Company may select to enroll in CNB's Mobile for Business services. Inquiries, funds transfers, approvals, deposits, alerts, etc. initiated through the Mobile Banking service will be processed according to the Mobile Banking Terms and Conditions posted on the Website or mobile device. Company's use of the Mobile Banking service confirms Company's agreement to be bound by the Mobile Banking Service Terms and Conditions.

Alerts: Your enrollment in Citizens National Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Citizens National Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Citizens National Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Citizens National Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Citizens National Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 800-262-4663. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Citizens National Bank provides alerts as a convenience to you for informational purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Citizens National Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Citizens National Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about our accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Use of Financial Management Software: Company's account and bill payment data may be accessed using financial management (FM) software (e.g. Intuit's Quicken and Quickbooks products). Supported functionality may vary depending upon the software that Company is using, and the software that CNB supports may change from time to time. Use of FM software is intended to supplement and/or enhance use of Services and not replace it. Access to account information through FM software must be done using an active Online Banking access identification code and password or other secure method as required. Company is responsible for any necessary purchase, installation, configuration, maintenance, updates and upgrades to the FM software and/or Company's computer. CNB is not responsible for any problems related to the FM software itself, Company's computer or Company's ability to connect using the FM software as described in this Terms and Conditions. CNB will provide Company with reasonable assistance, when requested and as CNB is able, for the purpose of enabling Company's eligible deposit accounts for use

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with FM software that CNB supports. CNB is not responsible for any problem that Company may have using Company's FM software to connect to Services if no known problem exists with CNB's systems that might impede such connectivity, or if the problem is due to Company's software, computer or Internet service. Company should verify all account data obtained and transactions executed on Company's accounts using FM software. CNB's records of transactions, instructions and communications regarding Company's accounts and Services access supersede any records stored or created on Company's computer equipment through the use of FM software. Company's Account agreement(s), the Agreement and this Terms and Conditions, and other related agreements between Company and CNB govern all transactions, instructions and communications executed or transmitted between Company and CNB using the FM software. Company is responsible for any and all obligations to any software vendor arising from Company's use of that vendor's FM software. CNB does not guarantee or endorse the information, recommendations, products or services offered from third parties vendors for FM software. Such third parties may have different privacy and security policies than CNB. Company should review the privacy and security policies of any third party before Company provides personal or confidential information.

Processing Schedule: A "Business Day" is a day that CNB is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, and listed holidays). If these times are exceeded, the transaction will be processed on the next business day.

Stop Payment Orders:

Deadline: 6:00 p.m. Eastern Time

Internal Account Transfers:

Deadline: 6:00 p.m. Eastern Time

Bill Payments:

Deadline: Refer to the Bill Payment Service Terms and Conditions posted on the Website.

Mobile for Business Transactions:

Deadline: Refer to the Mobile Banking Service Terms and Conditions posted on the Website or mobile device.

Part II. WIRE TRANSFERS:

This Part II governs Company's use of wire transfer services provided by CNB and outlined herein.

CNB provides Company with access to a Wire Transfer Service which enables Company to transfer available funds from its account at CNB as stated herein. Company agrees to be legally bound as follows each time Company uses this Wire Transfer Service.

The terms used in this Part II shall have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This Terms and Conditions is also subject to all funds transfer system rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of the Agreement is determined to be unenforceable, this Terms and Conditions remains effective.

A funds transfer is the transaction or series of transactions that begin with Company's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of Company's order.

1. Security Procedure: (a) Company and CNB shall comply with the security procedure requirements described in the Agreement with respect to payment orders transmitted by Company to CNB. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of a payment order or file. No security procedure for the detection of any such error has been agreed upon between CNB and Company; (b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate payment orders in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by CNB in

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connection with the security procedures described in the Agreement. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized person, Company agrees to notify CNB immediately followed by written confirmation. The occurrence of unauthorized access will not affect any payment orders made in good faith by CNB prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

2. Compliance With Security Procedure: (a) If a payment order received by CNB purports to have been transmitted or authorized by Company, it will be deemed effective as Company's payment order and Company shall be obligated to pay CNB the amount of such payment order even though the payment order was not authorized by Company, provided CNB accepted the payment order in good faith and acted in compliance with the security procedure referred in the Agreement with respect to such payment order; (b) If a payment order received by CNB was transmitted or authorized by Company, Company shall pay CNB the amount of the payment order, whether or not CNB complied with the security procedure referred to in the Agreement with respect to that payment order and whether or not that payment order was erroneous in any respect or that error would have been detected if CNB had complied with such procedure.

3. Processing Schedule: Company shall submit payment orders to CNB prior to the daily deadline as established by CNB from time to time. Any payment order received by CNB after its daily deadline may be processed on the next business day. A "Business Day" is a day that CNB is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, and listed holidays)

Domestic Wires:

Deadline: 4:00 p.m. Eastern Time

International Wires:

Deadline: 4:00 p.m. Eastern Time

4. Execution, Rejection, and Payment of Payment Orders: If CNB accepts a payment order from Company, CNB may automatically deduct from any authorized account the amount of the payment order plus the amount of any expenses and charges for services in execution of the payment order. The total dollar amount of all payment orders transmitted by Company to CNB on any one day shall comply with limits set forth in the Service Limits Schedule to the Agreement. CNB shall have the right to reject or impose conditions that must be satisfied before it will accept a payment order for any reason, including without limitation Company's violation of any term of this Terms and Conditions, Company's failure to maintain a sufficient withdrawable account balance, or the belief by CNB that the payment order may have not in fact been authorized. The payment order may also be rejected by an intermediary or beneficiary's bank other than CNB, or by operation of law. If a payment order is rejected, CNB shall endeavor to notify Company. CNB shall, however, have no liability to Company by reason of such rejection by another person in the funds transfer chain, or the fact that such notice was not given or was not given at an earlier time. CNB shall have no liability to Company for failing to notify Company within any specified period of time of receipt, acceptance, execution, or payment or any payment order.

5. Duty to Report Unauthorized or Erroneous Payment: Company must exercise ordinary care to determine that all payment orders that CNB accepts are issued in Company's name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If Company discovers (or with reasonable care should have discovered) an unauthorized, unenforceable or erroneously executed payment order, Company must notify CNB of the relevant facts. The time Company has to notify CNB will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when Company is notified of CNB's acceptance or execution of the payment order or that Company's account was debited with respect to the order. If Company fails to perform either of these duties with respect to an erroneous payment and CNB incurs a loss as a result of the failure, Company is liable to CNB for the amount of the loss not exceeding the amount of Company's order.

6. Identifying Number: If Company's payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, CNB and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank, person or account different than the bank or beneficiary identified by name. Neither CNB nor any receiving or beneficiary bank has any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

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7. Notice of Credit: If CNB receives a payment order to credit Company's account, CNB is not required to provide Company with any notice of the payment order or credit.

8. Provisional Credit: While an account of Company may be credited in the amount of an incoming payment order, such crediting shall be subject to receipt of final settlement by CNB and any cancellation effected or agreed to by CNB.

9. Refund of Credit: Company agrees that if CNB does not receive payment of an amount credited to Company's account, CNB is entitled to a refund from Company in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

10. Cancellation or Amendment of Payment Order: Company shall have no right to cancel or amend any payment order after its receipt by CNB. CNB shall, however, use reasonable efforts to act on a request by Company for cancellation or amendment of a payment order prior to execution by CNB of such payment order, provided such request complies with the security procedures described in the Agreement, but CNB shall have no liability if such cancellation or amendment is not effected. Company shall reimburse CNB for any expenses, losses or damages CNB may incur in effecting or attempting to effect Company's request for the cancellation or amendment of any payment order.

Part III. ACH ORIGINATION:

This Part III governs Company's use of the ACH Origination services provided by CNB and outlined herein.

Company has requested that CNB permit it to initiate credit and/or debit entries to accounts maintained at CNB and other financial institutions by means of the Automated Clearing House ("ACH") operated by the National Automated Clearing House Association, Inc. ("NACHA"). CNB has agreed to do so according to this Terms and Conditions. The terms used in this Part III shall have the meaning given to them in the Rules of the National Automated Clearing House Association (the "Rules").

Now, therefore, Company and CNB agree as follows:

1. Rules: Company acknowledges receipt of a copy of the Operating Rules of the ACH (as amended from time to time) or has access to, and is familiar with the Rules. Company agrees to comply with and be bound by the Rules. In the event Company violates any of the applicable ACH Rules and NACHA imposes a fine on CNB because of Company's violation, CNB may charge the fine to Company. Company will be responsible for promptly obtaining all future amendments.

2. Security Procedure: (a) Company and CNB shall comply with the security procedure requirements described in the Agreement with respect to entries or files transmitted by Company to CNB. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an entry or file. No security procedure for the detection of any such error has been agreed upon between CNB and Company; (b) Company is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by CNB in connection with the security procedures described in the Agreement. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized person, Company agrees to notify CNB immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by CNB prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

3. Compliance With Security Procedure: (a) If an entry (or request for cancellation or amendment of an entry) received by CNB purports to have been transmitted or authorized by Company, it will be deemed effective as Company's entry (or request) and Company shall be obligated to pay CNB the amount of such entry even though the entry (or request) was not authorized by Company, provided CNB accepted the entry in good faith and acted in compliance with the security procedure referred in the Agreement with respect to such entry; (b) If an entry (or request for cancellation or amendment of an entry) received by CNB was transmitted or authorized by Company, Company shall pay CNB the

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amount of the entry, whether or not CNB complied with the security procedure referred to in the Agreement with respect to that entry and whether or not that entry was erroneous in any respect or that error would have been detected if CNB had complied with such procedure.

4. Preparation and Processing of Entries: Each entry and file transmitted to CNB, including any amendments, cancellations, reversals, corrections or changes related to it will be prepared in accordance with the Rules and this Terms and Conditions. The total dollar amount of all entries transmitted by Company to CNB on any one day shall comply with limits set forth in the Service Limits Schedule of the Agreement. CNB will process each entry or file in accordance with its current processing schedule, provided (i) the entries or files are received by CNB's applicable cut-off time on a business day, and (ii) the ACH Operator is open for business on that business day. Entries or files will be deemed received by CNB when the transmission (and compliance with any applicable security procedure) is completed. If CNB receives an entry, file or batch release after its processing deadline, CNB will not be responsible for failure to meet the deadlines of the ACH Operator for processing and transmitting the entries or files. If any requirements of clause (i) or (ii) of this Section 4 are not met, CNB will use reasonable efforts to transmit the entries or files to the ACH Operator by the next applicable deadline on which the ACH Operator is open for business. Except as provided in Section 5 in the case of an entry received for credit or debit to an account maintained with CNB (an "on-us entry"), CNB will credit or debit the receiver's account in the amount of the entry on the Effective Entry Date contained in any instructions accompanying the entry, provided the requirements set forth in clauses (i) and (ii) of this Section 4 are met. If either of those requirements is not met, CNB will use reasonable efforts to credit or debit the receiver's account in the amount of the entry no later than the next business day following the Effective Entry Date.

5. Rejection of Entries: CNB may reject any entry, including an on-us entry, which does not comply with the requirements of the terms of this Terms and Conditions and all attachments, the Rules, or with respect to which the Account (see Section 8) does not contain sufficient available funds to pay for the entry or file. If an entry or file is rejected, CNB will make a reasonable effort to notify Company promptly so that Company may repair and retransmit the entry or file. A notice of rejection will be effective when given. CNB will have no liability to Company by reason of the rejection of any entry or file, the fact that notice is not given at an earlier time than provided for in the Terms and Conditions, or for any loss resulting from CNB's failure to provide notice. If Company requests that CNB repair an entry or file and CNB endeavors to do so, CNB will not be liable for its failure to make requested repair. Company will retain copies of each entry and file transmitted to CNB or will be able to fully and completely reconstruct each entry and file for a period of five business days after the applicable settlement date. Company will submit the copy or reconstructed entry or file to CNB upon request.

6. Cancellation or Amendment of Entries: Company shall have no right to cancel or amend any entry or file after its receipt by CNB. However, CNB shall use reasonable efforts to act on a request by Company to cancel an entry or file before transmitting it to the ACH Operator, or in the case of an on-us entry, prior to crediting or debiting a receiver's account. Any such request shall comply with the security procedures described the Agreement. CNB shall have no liability if it fails to effect the cancellation.

7. Returned Entries: CNB shall give prompt notice to Company of returned entries or files. CNB shall have no obligation to retransmit a returned entry or file to the ACH Operator if CNB complied with the terms of this Terms and Conditions with respect to the original entry or file.

8. The Account; Payment Obligations; Settlement: Company will maintain an account(s) with CNB at all times during the term of this Terms and Conditions. Company will maintain in the account as of the applicable settlement date immediately available funds sufficient to cover all credit entries initiated by it. If requested, the funds will be prepaid to CNB before CNB delivers credit entries to the ACH Operator. Company authorizes CNB to debit its account on the applicable settlement date in the amount of each entry. In the event there are not sufficient available funds in the account to cover Company's obligations under this Terms and Conditions, Company agrees that CNB may debit any account maintained by Company with CNB, or that CNB may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Terms and Conditions.

9. Provisional Credit: Company acknowledges that the Rules make provisional any credit given for an entry until CNB crediting the account specified in the entry receives final settlement. If CNB does not receive final settlement, it is entitled to a refund from the credited party and Company shall not be deemed to have paid the party.

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- 10. Notification of Change (NOC):** CNB will promptly notify Company of all Notification of Change received by CNB relating to any entries or files transmitted to CNB by Company. Company will ensure that changes requested by the Notification of Change will be made in accordance with the Rules.
- 11. Reversals:** Company may initiate reversing entries or file of entries as permitted by the Rules in the event that previously originated data is erroneous or duplicated. Company agrees to indemnify CNB from and against any claim or demand of a third party.
- 12. 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.
- 13. Notice of Receipt of ACH Items:** Unless required by applicable law, CNB will have no obligation to notify Company of the receipt of an entry, other than by showing it on the periodic statement for the affected deposit account.
- 14. Pre-notifications:** Company may send pre-notifications at least three (3) business days prior to initiating the first entry to a particular account. Such notice shall be provided to CNB in the format and on the medium provided in the Rules. Company will be notified of any rejected pre-notifications no later than one (1) business day after the day of such receipt. If rejected pre-notifications have been received back or a customer of Company will not receive its entries, Company will not initiate any ACH entries to such customer until authorization is established.
- 15. Notices; Authorized Persons:** CNB shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on the Authorized Company Representative Senior Administrator Schedule to the Agreement. If any authorized representative changes, Company will promptly notify CNB in writing. CNB will have a reasonable time after receipt of a certification, notice, or other communication to act on it.
- 16. Reporting Requirement:** CNB will provide reporting information to NACHA regarding Company if Company's return rate for unauthorized Entries and administrative Entries exceeds the return rate thresholds as required by the Rules.
- 17. Indemnification:** Company acknowledges that under the Rules, CNB indemnifies certain persons. Company agrees to reimburse CNB for any loss CNB incurs, including its reasonable attorney's fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from CNB's own negligence or intentional misconduct.
- 18. Warranties:** Company grants to CNB all the warranties required by the Rules regarding entries originated by Company. Without limiting the foregoing, Company warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) 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; (c) 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 Terms and Conditions in accordance with all applicable laws and regulations, including sanctions laws administered by OFAC.
- 19. Warranties for Specific Types of Entities:** If Company is authorized as set forth on Service Limits Schedule to the Agreement to initiate the following types of entries, Company agrees to make additional warranties with respect to that entry.

Prearranged Payment and Deposit (PPD):

Company warrants to CNB that Company makes the warranties and assumes the liabilities of CNB under the Rules, including:

- Company will obtain authorization for PPD entries in accordance with the Rules and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Company will, upon request within ten (10) business days, provide CNB an original or copy of the Receiver's Authorization for PPD entries.

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- Company may send pre-notifications according to requirements of Section 14 of this Part.
- Company will provide written notification to the Receiver ten (10) calendar days in advance if the amount of the entry varies from the previous one, unless the Authorization indicates variable amounts.
- Company will provide written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

Corporate Payment Applications (CTX) (CCD+) (CCD):

- Company may send pre-notifications according to requirements of Section 14 of this Part. Uniform Commercial Code Article 4A (UCC-4A) Disclosure. In regards to the origination of "wholesale credit" entries, (defined as corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), the following disclosure is provided:
 1. The entry may be transmitted through the ACH;
 2. The rights and obligations of the Originator concerning the entry will be governed by and construed in accordance with the laws of the State of Ohio;
 3. Credit given by the Receiving Depository Financial Institution (RDFI) to the Receiver for the entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
 4. If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

Re-presented Check Entries (RCK):

Company will provide notice of its RCK policy prior to acceptance of the consumer's check:

- Notification. Company will provide notice of its RCK policy prior to acceptance of the consumer's check. Eligibility Requirements. Company will initiate an RCK Entry only if the check meets the eligibility requirements in accordance with the Rules.
- Good Title. Company warrants that it has good title to the returned item.
- The Original Check. Company warrants that all signatures are authentic and authorized; the item has not been altered, the item is not subject to a defense of claim in retrieval of any party that can be asserted against CNB; there is no knowledge of insolvency of the maker or acceptor; the amount was accurately obtained from the item; and the information encoded in magnetic ink is correct. Company agrees that any restrictive endorsement on the check will be void or ineffective when the check is presented as an RCK Entry.
- Collection of Fees. Company will not add a collection fee to the original amount of the check. To collect fees related to return check processing, Company will provide notice at the same time the original check is accepted and will initiate a separate ACH debit Entry using the PPD format.
- Retention. Company will retain a reproducible front and back copy of the check upon request of CNB.

Point-Of-Purchase Entries (POP):

Company makes these additional warranties with respect to POP entries:

- Notification. Company will provide notice(s) prior to acceptance of the source document (i.e. check) in accordance with the Rules.
Authorization. Company will obtain written authorization for POP entries in accordance with the Rules and
- U.S. law. Company will retain the authorization of a copy of the authorization for a period of two (2) years from the settlement date of the POP entry. Company will provide a copy of the authorization upon request of CNB.
- Entry Information. Company will ensure that the amount of the entry, the routing number, the account number, and check serial number are all in accordance with the source document. A reading device must be used to capture the routing number, account number, and check serial number from the MICR line of the source document.

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- Eligibility Requirements. Company will initiate a POP entry only if the source document meets the definition of an eligible source document in accordance with the Rules.
Eligible Source Document. Company will void and return the source document to the receiver. Company will also ensure that the source document has not been provided by the receiver for use in any prior POP
- entry.
Receipt. Company will ensure that the receiver is provided with a receipt that contains information relating to the POP entry as required by the Rules.

Internet-Initiated/Mobile Entry (WEB):

Company makes these additional warranties with respect to WEB entries:

- Authorization. Company will obtain authorization for WEB entries in accordance with the Rules and US Law.
- Company will retain a record of the authorization for a period of two (2) years from (i) the settlement date of a single WEB entry, and (ii) the termination or revocation of the authorization of a reoccurring WEB entry or a single WEB entry scheduled in advance. Company shall provide CNB an original or copy of the receiver's authorization for WEB entries upon request.
- Receiver Identification. Company will employ commercially reasonable methods of authentication to verify the identity of the receiver. Routing Number Verification. Company will employ a commercially reasonable procedure to verify routing numbers.
- Fraudulent Transactions. Company will employ a commercially reasonable fraudulent transaction detection system. Company must, at a minimum, validate the account number to be debited prior to the first use of the account number and for any subsequent changes to the account number.
- Secure Transmissions. Banking information related to an entry that is transmitted via a secured or an unsecured electronic network must at all times from the point of data entry and through the transmission of such banking information, be either encrypted or transmitted via a secure session, in either case using a commercially reasonable technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Banking information includes any entry, routing number, account number, PIN, or other identification symbol.
- Website Security Audit. Company will conduct an annual audit to ensure that the transaction information it obtains from receivers is protected by security practices and procedures that include, at a minimum adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) Personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, storage, and distribution.

Telephone-Initiated Entries (TEL):

Company makes these additional warranties with respect to TEL entries:

- Authorization. Company will obtain authorization for TEL entries in accordance with the Rules and U.S. Law. Company will retain the original or a copy of the written notice, or the original or a duplicate audio recording of the oral authorization for a period of two (2) years from: (i) the date of the authorization of a single entry; or (ii) from the termination or revocation of the authorization for a recurring entry of a single entry scheduled in advance. Company shall provide CNB an original or copy of the receiver's authorization for TEL entries upon request.
- Routing Numbers Verification. Company will employ a commercially reasonable procedure to verify routing numbers.
- Receiver Identification. Company will employ a commercially reasonable procedure to verify the identity of the Receiver.

20. Inspection: Upon reasonable notice from CNB, CNB shall have the right to inspect Company's books and records and to make on-site visits to any and all Company locations with regard to all information deemed by CNB to be necessary or pertinent to Company's use of the Services provided by CNB under this Terms and Conditions. Information subject to CNB's right of inspection shall include all information maintained by Company with respect to Company's customers, clients, vendors and processors (including audits) if, in the opinion of CNB, Company's relationship with such customers and clients is materially related to Company's ACH transaction activity conducted through CNB under

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this Terms and Conditions. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed in the Rules.

21. Termination: This Terms and Conditions may be terminated as described in the Agreement; provided however that CNB may terminate the Agreement and this Terms and Conditions immediately upon its determination that Company is in violation of the Rules.

22. U.S. Law: It shall be the responsibility of Company to ensure the organization of ACH transaction complies with U.S. Law. Company agrees not to originate Entries that violate the laws of the United States.

23. Obligations of Company as a Third-Party Sender under the Rules: If CNB approves Company to act as a "Third-Party Sender", as defined by the Rules, Company agrees to the provisions of this Section 23. Company authorizes CNB to transmit for the account of the Company: (i) credit entries to the account of a receiver in order to effect a payment from an originator to a receiver and/or; (ii) debit entries to a receiver's account in order to effect a payment from a receiver to an originator. In addition to any other duties, responsibilities, warranties, representations, and liabilities under this Terms and Conditions, for each entry transmitted by the Company to CNB. The Company represents and warrants to CNB and agrees the Company shall: (a) perform all of the duties, including, but not limited to, the duty to identify originators; (b) if CNB approves, Company will disclose to CNB any Third Party Sender that Company transmits entries for (Nested Third Party Sender), prior to transmitting entries. Company shall enter into an ACH origination agreement with Nested Third Party Sender warranting compliance with the Rules; (c) assume all of the responsibilities, including but not limited to, the responsibilities of an Originating Depository Financial Institution (ODFI) and originators; (d) make all of the warranties, including, but not limited to, the warranties of ODFIs and the warranty that originators have agreed to assume the responsibilities of originators under the Rules; (e) make all of the representations; and (f) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an originator to perform its obligations as an originator, of a Third-Party Sender in accordance with the Rules; (g) conduct, or have conducted, an annual audit of its compliance with the Rules in accordance with the Rules; (h) before permitting an Originator to originate an Entry, Third-Party Sender shall enter into a binding agreement standard entry class (SEC) code specific as required by the Rules; (i) Company must conduct an annual assessment of the risks of its ACH activities and implement a risk management program on the basis of completed risk assessment.

Company will provide CNB with any information CNB reasonably deems necessary to identify each originator for which Company transmits entries. Company will provide CNB with any information CNB reasonably deems necessary to identify each additional Third Party Sender (Nested Third Party Sender). Such information will be provided to CNB upon request within two (2) banking days of the receipt of the request. Upon request by CNB, Company will provide proof of Company's and their Nested Third-Party Sender's annual audit of rules compliance and ACH risk assessment.

CNB reserves the right to terminate or suspend the Agreement and this Terms and Conditions, or any originator processed by Company for breach of any of the Rules in a manner that permits CNB to comply with the Rules.

24. Processing Schedule: Company shall submit entries or files to CNB prior to the daily deadline as established by CNB from time to time. Any entry or file received by CNB after its daily deadline may be processed on the next business day. A "Business Day" is a day that CNB is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, and listed holidays). "Effective Date" must be a business day or the record will be processed on the first business day following the effective date.

ACH Debit Transactions:

Deadline: 4:00 p.m. Eastern Time ONE (1) business day prior to effective date*

** Single item reversals and corrections may be submitted in agreed upon method for original item effective date by 12:00 p.m. Eastern Time ONE (1) business day prior to effective date.*

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ACH Credit Transactions:

Deadline: 4:00 p.m. Eastern Time TWO (2) business days prior to effective date*

** Single item reversals and corrections may be submitted in agreed upon method for original item effective date by 3:00 p.m. Eastern Time TWO (2) business days prior to effective date.*

Same Day ACH Debit and Credit Transactions:

Morning Window Deadline: 10:00 am Eastern Time on the effective date

Afternoon Window Deadline: 2:15 pm Eastern Time on the effective date

Note: Items sent with an effective date prior to the current date may be sent as a "Same Day ACH" entry.

Part IV. MERCHANT CAPTURE:

This Part IV governs Company's use of the Merchant Capture provided by CNB and outlined herein.

1. General: The Company has authorized CNB to provide certain electronic remote deposit capture services ("Merchant Capture") to the Company. The Merchant Capture to be provided by CNB to the Company include the ability to scan the Company's paper checks (the "Images") and electronically transmit the Images to CNB for deposit into the Company's Account by means of the Internet. Merchant Capture consist of a check scanning device (the "Scanner"), access to a software program, and all related materials and documentation (collectively herein the "Program").

2. Laws, Rules, and Regulations: Company agrees to comply with all existing and future operating procedures used by CNB for processing of transactions. The Images will be processed including, without limitation as permitted under Regulation CC and the Check Clearing for the 21st Century Act, the Uniform Commercial Code and any rules established by an image exchange network through which items are processed pursuant to this Terms and Conditions. Company further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks and drafts including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time. Company acknowledges that it will not generate transactions that are restricted under the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, relating to unlawful internet gambling. If CNB obtains actual knowledge of the Company's violation, the account may be subject to blocking of transactions or closure

3. Amendment and Termination: This Terms and Conditions may be amended or terminated as described in the Agreement. In addition, the Company agrees to return the Scanner and all written and/or electronic documentation related to the Scanner and/or Program to CNB, upon termination.

4. Use of Scanner and Program by Company: CNB shall deliver to the Company a Scanner (as applicable) and access to the Program. Company agrees that all minimum hardware and software requirements are met as described in Program instructions. Company will provide for its own access to the Internet through an Internet service provider. CNB will assist Company in its initial installation of the Scanner (as applicable) and setup of the Program. After delivery and installation of the Scanner (as applicable) and Program and until the termination of this Terms and Conditions pursuant to Section 3, Company agrees to perform routine maintenance and to care for the Scanner (as applicable) as described in Program instructions. Replacement and cost of the Scanner's consumable items are the Company's responsibility. Should Scanner malfunction, CNB will provide Company with a replacement Scanner (as applicable). Company will implement any changes and upgrades to the Program as CNB may require, within thirty (30) days of receipt of such change or upgrade, or within such shorter time frame as CNB may reasonably require in the event such change or upgrade is necessary to comply with statutory or regulatory changes or developments, or to protect the integrity and security of the Service. CNB is not responsible for any loss, damage, or injury resulting from: (a) any interruption in Company's electrical power or Internet service; and (b) any defect or malfunction of the Scanner. Company acknowledges and agrees that the Scanner (as applicable) and Program is valuable, confidential, and proprietary property of CNB and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program.

5. Company's Obligations with Processing Transactions: The Company agrees to the following terms for processing paper checks to Images:

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- a) Eligible Items: The Company shall only scan for deposit:
1. Original checks;
 2. Checks drawn on banks within the US and in US currencies;
 3. Checks with the Company's name listed as the payee;
 4. Checks that are properly endorsed by the Company (proper endorsement includes signature/business name and "For Mobile Deposit to Citizens National Bank")
 5. Checks that are not "stale-dated" (item bearing date of six months or more in the past) or "post-dated" checks (item bearing future date).
- b) Ineligible Items: The Company is prohibited from scanning for deposits:
1. Duplicate images of documents, checks or any other negotiable instrument;
 2. Any item that contains evidence of alteration to the information on the check;
 3. Any check previously converted to a "substitute check" as defined in Regulation CC;
 4. Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason;
 5. Any item not in compliance with this Terms and Conditions and/or prohibited by State or Federal regulations or laws.
- c) Image Quality: The quality of the check Image shall accurately represent all of the information on the front and back of the original check. Images must also meet any standards for image quality established by ANSI, Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association.
- d) Receipt of File: Files will be deemed received by CNB when the transmission (and compliance with any applicable security procedure) is completed. However, CNB's acknowledgement of receipt of the file does not mean CNB acknowledges that the file contains no errors or that it is responsible for the information in the file. CNB is not responsible for files which it does not receive or for images that are dropped during transmission.
- e) Rejection of Files: CNB may reject any file which does not comply with the requirements of the terms of this Terms and Conditions. CNB will make a reasonable effort to notify Company promptly so that Company may repair and retransmit the file. A notice of rejection will be effective when given. CNB will have no liability to Company by reason of the rejection of any file, the fact that notice is not given at an earlier time than provided for in this Terms and Conditions, or for any loss resulting from CNB's failure to provide notice. If Company requests that CNB repair a file and CNB endeavors to do so, CNB will not be liable for its failure to make requested repair.
- f) Deposit and File Limits: If applicable, the dollar amount per item, per deposit, or per day of all deposits transmitted by Company to CNB shall comply with limits set forth in the Service Limits Schedule of the Agreement.
- g) Processing Deadlines: Company shall submit files to CNB prior to the daily deadline as established by CNB from time to time. Files received by the deadline will be transmitted that day to the Federal Reserve Bank or other clearing agent at CNB's discretion for settlement. Files received after the deadline will be processed the next business day. A "Business Day" is a day that CNB is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, and listed holidays)

Merchant Capture Deadline: 4:00 p.m. Eastern Time

- h) Maintenance, Retention, and Destruction of Original Items: Paper checks processed through the Scanner will be stamped with CNB's endorsement and will remain with the Company for a period according to this Terms and Conditions before being destroyed. Company agrees to securely store the original check and to establish security procedures that limit access to the checks. Such security procedures may include storage under dual control and/or segregation of duties. Company will promptly (but in any event within five (5) business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to CNB as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as CNB otherwise deems necessary. Checks should

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be destroyed after forty-five (45) days from day of deposit by shredding it or by any other commercially reasonable permanent deletion manner that does not allow the original check to be accessed by an unauthorized person(s) and in a manner that the original check is no longer readable or capable of being reconstructed.

i) **Return Items:** If a deposited item is dishonored, the Company will receive an Image of the original check or a "substitute check" as the charged-back item. Company agrees not to re-deposit the original check and understands that their account will be charged back the amount of the item returned along with a return check fee.

6. Fees: Company agrees to pay CNB the charges for the Services in accordance with the Fee Schedule attached to the Agreement. CNB may change its fees from time to time upon notice to Company. Company authorizes CNB to deduct all charges for the Services from any account of Company at CNB.

7. Account: The Company will maintain with CNB at least one (1) checking account (the "Account") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Merchant Capture. In addition to the terms of this Terms and Conditions, the Account will be subject to a separate Account Agreement. Unless CNB otherwise requires the Company to maintain collected funds, the Company agrees to maintain sufficient available funds in the Account to support any transaction initiated under the Merchant Capture and to cover any fees the Company is obligated to pay under this Terms and Conditions. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Company under this Terms and Conditions, Company agrees to immediately pay CNB, on demand, the amount of any deficiency in such outstanding transactions and obligations. CNB may, without prior notice or demand, obtain payment from Company for any of its obligations under this Terms and Conditions by debiting any account of the Company at CNB.

8. Account Reconciliation: All transactions which result in a debit or credit to the Account initiated by the Company using the Merchant Capture will be reflected on the Company's monthly account statements. The Company will notify CNB, within thirty (30) days after the delivery of the account statements by CNB of any discrepancies between the account statements and the Company's records of transactions initiated through the Merchant Capture. Failure of the Company to notify CNB within said time period of any such discrepancies will preclude the Company from asserting any claims for damages or other liabilities against CNB by reason of such discrepancies.

9. Unauthorized Access; Security Procedures: The Company shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The Company shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Company shall make such procedures and security features known only to those authorized representatives of the Company who will use the Scanner and the Program. CNB shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Company to maintain said procedures. The Company shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to CNB, provided, however, CNB shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Company or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Company, or any representative of the Company, under the Merchant Capture shall be deemed to have been authorized by the Company, and CNB shall be indemnified and held harmless by the Company for acting upon any such direction, instruction or information.

a) Company must appoint an authorized representative(s), whose name appears on the Authorized Company Representative Senior Administrator Schedule to the Agreement. CNB will provide the Senior Administrator with an access identification code, password, and if applicable, a security device. The Senior Administrator will have the authority to: (i) determine who will be authorized to use the Merchant Capture; (ii) establish separate passwords for each user; and (iii) establish limits on each user's authority to access information and conduct transactions. Company is solely responsible for the actions of its Senior Administrator, the authority the Senior Administrator gives others to act on its behalf, and the actions of the persons designated by the Senior Administrator to use the Merchant Capture. Company agrees to: (i) take reasonable steps to safeguard the confidentiality of all Passwords; (ii) limit access to its passwords to persons who have a need to know such information; (iii) closely and regularly monitor the activities of employees who access the

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Merchant Capture; (iv) prohibit its employees and agents from initiating transactions without proper supervision and adequate controls; and (v) remove users they deem no longer authorized to use the Merchant Capture.

b) Company understands that the use of passwords, codes, or security devices, and the Merchant Capture instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Company's negligence or are deliberate acts.

Company acknowledges that no person from CNB will ever ask for any Passwords and that CNB employees do not need and should not ask for passwords.

c) Company shall change its passwords periodically and whenever anyone who has had access to a password is no longer employed or authorized by it to use the Merchant Capture. CNB may require Company to change its passwords at any time. CNB may deny access to the Service without prior notice if it is unable to confirm (to its satisfaction) any person's authority to access the service or if the CNB believes such action is necessary for security reasons.

d) The Company shall be responsible to maintain anti-virus protection and have firewalls installed and up to date on any computer that has access to the Service. Company will install security updates of their operating system as they become available.

10. Company Representations and Warranties: With respect to each and every check that the Company scans into an Image using the Service, the Company represents and warrants to CNB that: (i) Company shall be bound by and comply with all procedures and operating guidelines established by CNB, contained herein or subsequently created; (ii) Company will not deposit or represent the original check; and (iii) Company assumes responsibility for any paper check that is transmitted which for any reason is not paid.

11. Indemnification: Company agrees to indemnify and hold CNB harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Company's breach of any of its obligations under this Terms and Conditions. CNB retains the right to offset the Company's account for amounts CNB is damaged by Company's actions. The Company will defend, indemnify and hold harmless CNB against and in respect to any and all losses, liabilities, expenses and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by CNB under the Merchant Capture; (ii) any breach of the provisions of this Terms and Conditions; (iii) any dispute between the Company and any third party in connection with the use of the Merchant Capture; (iv) any breach of the Company's representations for any transaction submitted by the Company described in this Terms and Conditions; (v) any loss or expenditure which results from any transaction submitted by the Company caused by the payer of the check's inability to fund the transaction; and (vi) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Part shall survive termination of this Terms and Conditions.

12. Limitations of Liability: CNB's entire liability and the Company's exclusive remedy with respect to CNB's disclaimer of warranty is limited to the replacement of any scanner that is returned to CNB. In no event shall CNB be liable to Company for any damages, including lost profits, lost savings or other direct, indirect, incidental, punitive or consequential damages arising out of the use or inability to use the Merchant Capture and the Program or for any claim by another party. CNB's duties and responsibilities in connection with transactions are limited to those described in this Terms and Conditions. CNB will be deemed to have exercised ordinary care and to have acted reasonably if CNB has acted in accordance with this Terms and Conditions and will be liable for loss sustained by Company only to the extent such loss is caused by CNB's willful misconduct. CNB will not be liable for any consequential, special or punitive damages, regardless of CNB's act or omission. CNB will have no liability for any loss or damage: (i) related to the dishonesty of the Company's employees, officers or agents; (ii) resulting from any receiving bank's failure to accept any transaction; or (iii) resulting from any delay in the performance of this Terms and Conditions, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between CNB and the Company or between CNB and third parties or any other condition outside the CNB's control. No third party will have rights or claims against CNB under this Terms and Conditions. The terms of this section shall survive termination of this Terms and Conditions.

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13. Disclaimer of Warranty: No warranties with respect to the Merchant Capture are made by CNB nor does CNB warrant that the Merchant Capture will meet specific requirements of the Company. Neither does CNB make any warranty of any kind, either expressed or implied, with respect to the use of the Merchant Capture. CNB disclaims any and all implied warranties of Company's ability and fitness for a particular purpose.

14. CNB's Liability for Failure to Complete Transactions: CNB will process all files properly initiated through the Merchant Capture in accordance with the terms on the Image and this Terms and Conditions. If CNB does not complete a transaction on time or in the correct amount in accordance with terms on the Image and under this Terms and Conditions, CNB's liability for Company's losses and damages will be limited to those directly and proximately caused by CNB's failure, not to include indirect, consequential, special or exemplary damages. Further, CNB will not be liable if:

- a) Through no fault of the CNB, the check's payer does not have enough money in his or her account to make the transfer or payment.
- b) The Scanner or the Program is not working properly, and Company knew or should have known about the malfunction when Company initiated use of the Merchant Capture.
- c) The paying depository institution mishandles or delays handling transactions initiated by CNB.
- d) There is an error on the paper check.
- e) Circumstances beyond CNB's control (such as fire, flood, etc.) prevent the proper completion of the transaction despite reasonable precautions by the CNB to avoid these circumstances.

15. Inspection: Upon reasonable notice from CNB, CNB shall have the right to inspect Company's books and records and to make on-site visits to any and all Company locations with regard to all information deemed by CNB to be necessary or pertinent to Company's use of the Merchant Capture provided by CNB under this Terms and Conditions.

Part V. CHECK POSITIVE PAY:

This Part V governs Company's use of the Check Positive Pay services provided by CNB and outlined herein.

1. General: Company has requested from CNB the Check Positive Pay Services defined in this Terms and Conditions to aid in detecting and returning unauthorized or altered checks presented to CNB through customary bank-to-bank presentment and drawn on one or more accounts of Company maintained with CNB. The Check Positive Pay Services shall not apply to any electronic funds transfer, Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction. CNB will perform the Check Positive Pay Services with respect to accounts designated by Company on the Check Positive Pay Set-up Form (or Service Limits Schedule to the Agreement). If any part of the Agreement contradicts this Terms and Conditions, this Terms and Conditions will govern and control regarding Check Positive Pay Services.

2. Issued Check File: Regularly, Company must upload an issued check file through the Online for Business Service internet website maintained by CNB. The file must be submitted by 4:30 p.m. Eastern Time at least one (1) business day prior to the day that a check is presented to CNB for payment for the items to be included in the review provided by Check Positive Pay Services. This file must be submitted in an electronic file type pre-approved by CNB, and any non-approved file types may be rejected with or without notice. Each file must contain, at a minimum, the check number, issue date, dollar amount, and payee of each issued check. CNB will maintain the issued check file containing all issued items until the item is posted and is paid or returned by Company. If CNB's website is unavailable for any reason, it is the responsibility of Company to contact CNB so CNB and Company can establish an alternate secure means acceptable to CNB for Company to upload to CNB the issued check file.

3. Exception Item Review: The Check Positive Pay Services verify Company's issued check file against checks being presented to CNB for payment. Any item presented to CNB for payment that does not match an item in Company's issued check file will be an exception ("an exception item") and must be reviewed by Company. Each Business Day CNB will prepare a report of exception items ("the exception item report"). Each Business Day, prior to 12:00 noon Eastern

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Time, Company must log onto the website for Online for Business Service to review the exception item report and decide whether to instruct CNB not to pay an exception item. Company must decide on each exception item prior to 12:00 noon Eastern Time and communicate the decision to CNB by that time. If no decision regarding an exception item has been received by CNB by 12:00 noon Eastern Time, the exception item will be paid by CNB. CNB will use commercially reasonable efforts to ensure the proper function of the Online for Business Service website but if the website is unavailable, it is the responsibility of Company to contact CNB to obtain the current exception item report.

4. Remedies; Release: The liability provisions of Chapters 1303 and 1304 of the Ohio Revised Code (Uniform Commercial Code Sections 3 and 4 as adopted in Ohio) shall govern this Terms and Conditions, except as modified in this Terms and Conditions

4.1. Wrongful Honor: It shall constitute wrongful honor by CNB if CNB pays an exception item when instructed by Company not to honor the exception item and CNB shall be liable to Company for the lesser of the amount of the wrongfully paid exception item or Company's actual damages resulting from CNB's payment of the exception item. CNB expressly waives any right it may have to assert that Company is liable for the amount of the wrongfully honored exception item because the exception item was properly payable under O.R.C. Section 1304.30 (U.C.C. section 4-401). CNB retains the right to assert Company's failure to exercise reasonable care under O.R.C. Sections 1303.49(A) and 1304.35(C) (U.C.C. sections 3-406(a) and 4-406(c)). CNB's wrongful honor shall however constitute a failure of CNB to have exercised ordinary care under the loss allocation provisions of O.R.C. Sections 1303.49(B) and 1304.35(E) (U.C.C. sections 3-406(b) and 4-406(e)). CNB retains the right to assert the defense that Company has sustained no actual damages because the CNB's honor of the exception item discharged for value an indebtedness of Company.

4.2. Assignment of Warranties: If Company suffers a loss under this Terms and Conditions, CNB assigns to the Company any claim that CNB would have against a depository or collecting bank to recover a loss, including any claim of breach of warranty under the Ohio Revised Code, including without limitation O.R.C. Sections 1404.17, 1304.18, and 1304.19 (U.C.C. sections 4-207, 4-208, and 4-209).

4.3. Release: Company agrees it shall assert no claims other than for wrongful honor against CNB under Ohio Revised Code Chapters 1303 and 1304, the common law or any other legal basis for the improper payment of any unauthorized, altered, counterfeit, forged or other fraudulent item, including but not limited to any claims that items paid by CNB were not properly payable under Ohio Revised Code Section 1304.30 (U.C.C. section 4-401) or any subsequent statute enacted as a replacement or recodification of it. This release shall include and not by way of limitation, all claims the Check Positive Pay Services were designed or intended to detect and protect against, and CNB will not be required to re-credit Company's account or otherwise have any liability for paying such items. This release shall be construed as broadly as permitted under applicable law and shall release and extinguish all claims including claims of negligence, gross negligence or intentional wrongdoing. Except as otherwise provided in this Terms and Conditions, CNB's standard of care regarding the presentment of items for payment against any demand deposit account which it holds for Company shall not require the detection of any unauthorized, altered, counterfeit, forged or other fraudulent items, including but not limited to any items not properly payable under Ohio Revised Code 1304.30 (U.C.C. section 4-401) or any subsequent statute enacted as a replacement or recodification of it. The parties agree this standard of care is commercially reasonable in light of the business and financial operations of Company and CNB.

5. Check Documents: Company agrees to use high quality check documents under CNB's check printing and MICR specifications. Company is responsible for obtaining appropriate paper stock and implementing the specifications.

6. Usage in Good Faith: Company agrees the Check Positive Pay Services are to be used to identify and return items which Company suspects in good faith are unauthorized, altered, counterfeit, forged or fraudulent, and are not to be used as a substitute for stop payment orders on items not suspected in good faith to be unauthorized, altered, counterfeit, forged or fraudulent. If CNB suspects in its sole discretion Company is using the Check Positive Pay Services contrary to those intentions, CNB may require Company to provide evidence that items CNB returned were in fact unauthorized, altered, counterfeit, forged or fraudulent and CNB may hold Company liable for losses CNB sustains on items which Company requested be returned if Company does not establish to a reasonable certainty that Company believed the items to be unauthorized, altered, counterfeit, forged or fraudulent when it requested the items be returned.

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7. Fees: Company agrees to pay CNB the charges for the Services in accordance with the Fee Schedule attached to the Agreement. CNB may change its fees from time to time upon notice to Company. Company authorizes CNB to deduct all charges for the Services from any account of Company at CNB.

8. Termination: Effect of Termination. This Terms and Conditions can be terminated by either party with written notice to the other party as described in the Agreement. Sections 4 and 6 shall continue to be enforceable after termination.

Part VI. REVERSE CHECK POSITIVE PAY:

This Part VI governs Company's use of the Reverse Check Positive Pay services provided by CNB and outlined herein.

1. General: Company has requested from CNB the Reverse Check Positive Pay Services defined in this Terms and Conditions to aid in detecting and returning unauthorized or altered checks presented to CNB through customary bank-to-bank presentment and drawn on one or more accounts of Company maintained with CNB. CNB will perform the Reverse Check Positive Pay Services with respect to accounts designated by Company on the Reverse Check Positive Pay Set-up Form (or Service Limits Schedule to the Agreement). If any part of the Agreement contradicts this Terms and Conditions, this Terms and Conditions will govern and control regarding Reverse Check Positive Pay Services.

2. Item Review: The Reverse Check Positive Pay Services provide a daily listing, including digital images, of checks that have been presented to bank for payment from the previous Business Day. Company is responsible to review the presented-for-payment checks against Company's own issued check register and/or files. Each Business Day, prior to 12:00 noon Eastern Time, Company must log onto the website for Online for Business Service to review the presented-for-payment checks and decide whether to instruct CNB to approve or return each check. Company must decision each check prior to 12:00 noon Eastern Time and communicate the decision to CNB by that time. If no decision regarding a check has been received by CNB by 12:00 noon Eastern Time, the check will be paid by CNB. CNB will use commercially reasonable efforts to ensure the proper function of the Online for Business Service website but if the website is unavailable, it is the responsibility of Company to contact CNB to obtain a current listing of presented-for-payment checks.

3. Thresholds: Solely at Company's option, Company may elect to limit the number of checks for their review by setting a dollar amount threshold. All checks below the threshold amount will be automatically paid by CNB. Company is responsible to review and decision items above the threshold amount in accordance with Section 2 of this part.

4. Teller Cashed Items: Teller cashed checks (checks cashed over-the-counter at a CNB Branch) are not eligible for Reverse Check Positive Pay Services because immediate cash is given.

5. Remedies; Release: The liability provisions of Chapters 1303 and 1304 of the Ohio Revised Code (Uniform Commercial Code Sections 3 and 4 as adopted in Ohio) shall govern this Terms and Conditions, except as modified in this Terms and Conditions.

5.1. Wrongful Honor: It shall constitute wrongful honor by CNB if CNB pays a check when instructed by Company not to honor the check and CNB shall be liable to Company for the lesser of the amount of the wrongfully paid check or Company's actual damages resulting from CNB's payment of the check. CNB expressly waives any right it may have to assert that Company is liable for the amount of the wrongfully honored check because the check was properly payable under O.R.C. Section 1304.30 (U.C.C. section 4-401). CNB retains the right to assert Company's failure to exercise reasonable care under O.R.C. Sections 1303.49(A) and 1304.35(C) (U.C.C. sections 3-406(a) and 4-406(c)). CNB's wrongful honor shall however constitute a failure of CNB to have exercised ordinary care under the loss allocation provisions of O.R.C. Sections 1303.49(B) and 1304.35(E) (U.C.C. sections 3-406(b) and 4-406(e)). CNB retains the right to assert the defense that Company has sustained no actual damages because the CNB's honor of the check discharged for value an indebtedness of Company.

5.2. Assignment of Warranties: If Company suffers a loss under this Terms and Conditions, CNB assigns to the Company any claim that CNB would have against a depository or collecting bank to recover a loss, including any claim of breach of warranty under the Ohio Revised Code, including without limitation O.R.C. Sections 1404.17, 1304.18, and 1304.19 (U.C.C. sections 4-207, 4-208, and 4-209).

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5.3. Release: Company agrees it shall assert no claims other than for wrongful honor against CNB under Ohio Revised Code Chapters 1303 and 1304, the common law or any other legal basis for the improper payment of any unauthorized, altered, counterfeit, forged or other fraudulent item, including but not limited to any claims that items paid by CNB were not properly payable under Ohio Revised Code Section 1304.30 (U.C.C. section 4-401) or any subsequent statute enacted as a replacement or recodification of it. This release shall include and not by way of limitation, all claims the Reverse Check Positive Pay Services were designed or intended to detect and protect against, and CNB will not be required to re-credit Company's account or otherwise have any liability for paying such items. This release shall be construed as broadly as permitted under applicable law and shall release and extinguish all claims including claims of negligence, gross negligence or intentional wrongdoing. Except as otherwise provided in this Terms and Conditions, CNB's standard of care regarding the presentment of items for payment against any demand deposit account which it holds for Company shall not require the detection of any unauthorized, altered, counterfeit, forged or other fraudulent items, including but not limited to any items not properly payable under Ohio Revised Code 1304.30 (U.C.C. section 4-401) or any subsequent statute enacted as a replacement or recodification of it. The parties agree this standard of care is commercially reasonable in light of the business and financial operations of Company and CNB.

6. Check Documents: Company agrees to use high quality check documents under CNB's check printing and MICR specifications. Company is responsible for obtaining appropriate paper stock and implementing the specifications.

7. Usage in Good Faith: Company agrees the Reverse Check Positive Pay Services are to be used to identify and return items which Company suspects in good faith are unauthorized, altered, counterfeit, forged or fraudulent, and are not to be used as a substitute for stop payment orders on items not suspected in good faith to be unauthorized, altered, counterfeit, forged or fraudulent. If CNB suspects in its sole discretion Company is using the Reverse Check Positive Pay Services contrary to those intentions, CNB may require Company to provide evidence that items CNB returned were in fact unauthorized, altered, counterfeit, forged or fraudulent and CNB may hold Company liable for losses CNB sustains on items which Company requested be returned if Company does not establish to a reasonable certainty that Company believed the items to be unauthorized, altered, counterfeit, forged or fraudulent when it requested the items be returned.

8. Fees: Company agrees to pay CNB the charges for the Services in accordance with the Fee Schedule attached to the Agreement. CNB may change its fees from time to time upon notice to Company. Company authorizes CNB to deduct all charges for the Services from any account of Company at CNB.

9. Termination; Effect of Termination: This Terms and Conditions can be terminated by either party with written notice to the other party as described in the Agreement. Sections 5 and 7 shall continue to be enforceable after termination.

Part VII. ACH POSITIVE PAY:

This part VII governs Company's use of the ACH Positive Pay Services provided by CNB and outlined herein:

1. General: Company has requested from CNB and the ACH Positive Pay Services defined in this Terms and Conditions to aid in detecting and returning unauthorized ACH Transactions to or from Company's deposit accounts at CNB. CNB will perform the ACH Positive Pay Services with respect to accounts designated by Company on the ACH Positive Pay Set-Up Form (or Service Limits Schedule to the Agreement). Company acknowledges and agrees that by instructing CNB to return designated ACH Transactions, CNB shall dishonor and return all such ACH Transactions. If any part of the Agreement contradicts this Terms and Conditions, this Terms and Conditions will govern and control regarding the ACH Positive Pay Services. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a financial institution or between financial institutions according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Entry" shall refer to any ACH Transaction which has the intended result of removing funds from Company's deposit account(s). "Credit Entry" shall refer to any ACH Transaction which has the intended effect of depositing funds to Company's deposit account(s).

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2. ACH Authorization Rules Setup and ACH Transaction Processing: ACH Positive Pay Services permit Company to define which ACH Transactions are authorized, and to view and decision any ACH Transactions that are not pre-authorized. Authorization rules for monitoring ACH Transactions are defined by Company at the account level. Every ACH Transaction presented for payment is scrutinized against these rules to determine whether it warrants further review by the Company. Company is permitted to add new ACH Authorization Rules at their discretion. Changes to existing rules will be made by CNB upon written request by Company's authorized representative. ACH Transactions received prior to Company's set-up of an authorization rule(s) may be paid by CNB in accordance with the NACHA Rules. ACH Authorization rules can include the originating company, standard entry class, transaction type (debit and/or credit entries), and maximum authorized dollar amount. If an unauthorized ACH Transaction posts to an account, the rules determine whether the ACH Transaction requires a pay/return decision by the Company or whether the Company should be alerted via email or text message that unauthorized activity has occurred. ACH Transactions are processed each Business Day and exceptions must be reviewed and the pay/return decision made by the Company's authorized users. Any ACH Transaction exception not decisioned and communicated to CNB by the daily cut-off time of 12:00 noon Eastern Time each Business Day, will automatically be paid by CNB. If the Company's authorized user instructs CNB to return an ACH Debit Entry, the Company's user may be required in accordance with NACHA Rules to complete and submit the standard "ACH Unauthorized Debit Return" form in order to initiate the return with CNB. CNB may not process the return until the completed form is received. CNB will use commercially reasonable efforts to ensure the proper function of the ACH Positive Pay Service website but if the website is unavailable, it is the responsibility of Company to contact CNB to obtain the current unauthorized transactions/exception report.

3. Limit of Liability:

- a) Dispute over Return of ACH Debit Entry. Company acknowledges that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute, CNB must act according to applicable laws, regulations, and rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the NACHA Rules. Company hereby indemnifies and holds CNB harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the ACH Positive Pay Service by Company.
- b) Identification of ACH Transactions to Authorize. Company and CNB acknowledge that ACH Transactions are originated according to certain processing rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of CNB's ability to monitor for transactions which Company desires to authorize. CNB shall act in good faith to process Company's ACH Authorization Rules. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Company in setup of the ACH Authorization Rules, CNB shall be held harmless for posting an ACH Transaction to Company's account and any dispute related to such a transaction shall be between Company and the Originator of the transaction.
- c) Right to Suspend Services. Without liability to any party, and without limiting any other right or remedy available to CNB, CNB shall be entitled to cease or suspend the ACH Positive Pay Service, in whole or in part, in CNB's sole and absolute discretion and with or without notice to Company if Company shall fail to properly perform its duties, obligations, and responsibilities in connection with the ACH Positive Pay Service, or commit any act or omission which impairs CNB's ability to provide or prevents CNB from providing the ACH Positive Pay Service.
- d) Examination of Account Statements. Nothing in the Agreement and this Terms and Conditions shall be construed as relieving Company of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Entry to detect unauthorized transactions/exceptions outside the scope of the ACH Positive Pay Service provided to Company hereunder. CNB shall not be liable for any loss arising from Company's failure to exercise due diligence.
- e) Hold Harmless. Company shall accept liability to any party and hold CNB harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Entry if such return resulted from the correct application of the Company's pay/return instructions

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f) Properly Payable Debit. Any ACH Debit Entry that is paid in accordance with the ACH Positive Pay Service shall be considered properly payable and Company agrees that CNB shall have no liability to Company for paying ACH Debit Entries in accordance with the ACH Positive Pay Service.

4. Fees: Company agrees to pay CNB the charges for the ACH Positive Pay Services in accordance with the Fee Schedule attached to the Agreement. CNB may change its fees from time to time upon notice to Company. Company authorizes CNB to deduct all charges for the ACH Positive Pay Services from any account of Company at CNB.

5. Termination: Effect of Termination. This Terms and Conditions can be terminated by either party with written notice to the other party as describe in the Agreement. Section 3 shall continue to be enforceable after termination.