

COMMERCIAL BANK BUSINESS ONLINE BANKING AGREEMENT

This Business Online Banking Agreement (“Agreement”) describes the terms and conditions under which Commercial Bank (“Bank”) will provide business customer (“Customer”) with access to and use of business online banking services (“Business OLB”).

Customer has enrolled for Business OLB; and, by doing so, Customer understands and agrees that, by accepting Customer’s enrollment in Business OLB, Bank is relying on Customer’s representations, warranties, and agreements as set forth in this Agreement. The acceptance of Customer’s enrollment in Business OLB by Bank shall at all times be subject to Bank’s sole judgment and discretion. By enrolling for and using Business OLB, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of your Deposit Account Agreement and Disclosure for each of your Commercial Bank Accounts, as well as any other agreements you have made with Commercial Bank, such as Loan Agreements and their Related Documents, continue to apply notwithstanding anything to the contrary in this Agreement. A separate agreement is required for ACH entries, remote deposit capture, positive pay and wire transfers.

Definitions. The following words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect as of the date of this Agreement.

Account. As used in this Agreement, the words "account" or "accounts" means Customer’s account(s) at Commercial Bank.

Agreement. As used in this Agreement, the word "Agreement" means this Business Online Banking Agreement, as it may be amended or modified from time to time, together with all exhibits and schedules attached to it from time to time.

Business Days. As used in this Agreement, the words "Business days" means Monday through Friday. Federal holidays are not included.

Customer. As used in this agreement, the word Customer means the business and any user that is provided access to business online banking services.

Electronic Funds Transfer. As used in this Agreement, the words "Electronic Funds Transfer" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your Commercial Bank Accounts using Business OLB.

Business OLB. As used in this Agreement, the words "Business OLB" means the services provided pursuant to this Agreement, including the e-Statement Delivery Option.

Related Documents. As used in this Agreement, the words Related Documents means all Enrollment Forms, Change Forms and all other instruments, agreements and documents, whether now or hereinafter existing, executed in connection with this Agreement.

We, Our, Us, Bank. As used in this Agreement, the words "we", "our," "us" and Bank mean Commercial Bank.

You, Your. As used in this Agreement, the words "you" and "your" refer to the accountholder authorized by Commercial Bank to use Business OLB under this Agreement and anyone else

authorized by that accountholder to exercise control over the accountholder's funds through Business OLB.

Term. This Agreement shall be effective as of Commercial Bank's confirmation of acceptance of your enrollment, and shall continue in full force and effect until such time as the parties may agree to terminate this Agreement as provided below.

Access. To use Business OLB, you must have an active deposit or loan account at Commercial Bank, access to internet service, and an e-mail address. Once we have received your Business Online Banking Enrollment Form and verified your Account information, we will send you, by e-mail, confirmation of our acceptance of your enrollment, along with your assigned login ID. Your temporary password will be sent by a separate e-mail. Business OLB can be used to access only the Commercial Bank Accounts that you have designated for access by your enrollment form. Your Business OLB administrator can add or delete any Accounts or the Bank can by requesting and completing a Business OLB User Change Form. This form may be requested by contacting Commercial Bank by one of the methods listed at the end of this Agreement. Access to your Accounts that you have designated for access through Business OLB will be based upon the identification of users and authority levels specified on the enrollment form. **It is the sole responsibility of the Customer to monitor user IDs and rights as set up by the Customer's Business OLB administrator on the Business OLB Account(s). We undertake no obligation to monitor transactions through Business OLB to determine that they are made on behalf of the accountholder.**

Business OLB Services. You can use Business OLB to check Account balances, view Account histories, transfer funds between Accounts, view check images, make stop payment requests, change your address, and perform other services. A separate agreement is required for ACH entries, remote deposit capture, positive pay and wire transfers. Further, you can receive e-Statements on Accounts upon requesting the e-Statement option in Business Online Banking.

Hours of Access. You can use Business OLB seven (7) days a week, twenty-four (24) hours a day, although some or all of the Business OLB services may not be available occasionally due to emergency or scheduled maintenance. We agree to post notice of any extended periods of non-availability on the business OLB website.

Your Password. For security purposes, you are required to change your password upon your initial login to Business OLB. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Business OLB will be revoked. In addition, your access to Business OLB will be revoked after 90 days of inactivity. To re-establish your authorization to use Business OLB, you must contact us to have your password reset or to obtain a new temporary password by contacting Bank by one of the methods listed at the end of this Agreement.

We recommend that you create a password that utilizes both upper- and lower-case alpha, numeric characters and special characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security. You understand the importance of your role in preventing misuse of your Business OLB Accounts and you agree to promptly examine your paper statement or e-Statement for each of your Commercial Bank Accounts as soon as you receive it. You agree to protect the confidentiality of your Business OLB login ID and password and your personal identification information, such as your driver's license number, social security number and Employer Identification Number. You understand that personal identification information by itself, or together with information related to your Business OLB Accounts, may allow unauthorized access. Your password and login ID are intended to provide security against unauthorized entry and access to your Business OLB Accounts. Data transferred via Business OLB is encrypted in an effort to provide transmission security and Business OLB utilizes identification technology to verify that the sender and receiver of online banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Business OLB system is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by

others. We cannot and do not warrant that all data transfers utilizing Business OLB, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges. You agree to pay the fees and charges for your use of Business OLB services as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the Bank Checking Account designated as the "Primary Checking Account" on your Business Online Banking Enrollment Form. If you close your Primary Checking Account, you must contact us immediately in order to designate another Account as your Primary Checking Account. Commercial Bank may change its Fee Schedule from time to time upon written notice to the Customer.

Posting of Transfers. Transfers initiated through Business OLB before 3:00 P.M. (Eastern Standard Time) on a Business Day are posted to your Business OLB Account the same day. Transfers completed after 3:00 P.M. (Eastern Standard Time) on a Business Day, Saturday, Sunday, or federal holiday, will be posted on the next Business Day. Business OLB identifies Electronic Fund Transfers based upon the login ID of the user who made the Electronic Fund Transfer. You agree to communicate with any other persons with authorized access to your Business OLB Accounts concerning any transfers from your Business OLB Accounts in order to avoid overdrafts.

Overdrafts, Order of Payments, Transfers, and Other Withdrawals. If your Account has insufficient funds to perform all Electronic Fund Transfers you have requested for a given Business Day, then:

- (1) Electronic Fund Transfers involving currency disbursements, such as ATM withdrawals, will have priority;
- (2) Electronic Fund Transfers initiated through Business OLB which would result in an overdraft of your Account may, at our sole discretion, be cancelled; and
- (3) In the event the Electronic Fund Transfers initiated through Business OLB which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Account Agreement and Disclosures for that Account.

Limits on Amounts and Frequency of Business OLB Transactions. The number of transfers from Commercial Bank Accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable Deposit Account Agreement and Disclosure for those Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Stop-Payment Requests. You may initiate stop-payment requests online via Business OLB only for paper checks YOU have written (non-electronically) on your Business OLB Accounts. Online Stop-Payment Requests made before 5:00 P.M. (Eastern Standard Time) are processed the same Business Day, whereas Online Stop-Payment Requests after 5:00 P.M. (Eastern Standard Time) are processed on the next Business Day. To be effective, this type of Stop-Payment Request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

Periodic Statements and e-Statement Delivery Option. You will not receive a separate Business OLB statement. Transfers to and from your Accounts using Business OLB will appear on the respective periodic paper statements for your Commercial Bank Accounts. You may elect to receive your periodic statement in electronic form. To select the "e-Statement Delivery" option, please read the Electronic Correspondence Disclosure & Agreement, and then click the "e-Statement Delivery" button to confirm your acceptance of the terms and conditions.

Disclaimer of Warranty and Limitation of Liability. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Business OLB services provided to you under this Agreement. We do not and cannot warrant that Business OLB will operate without errors, or that any or all Business OLB services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that Commercial Bank officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages, under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Business OLB, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event

shall the liability of Commercial Bank and its affiliates exceed the amounts paid by you for the services provided to you through Business OLB.

Your Right to Terminate. You may cancel your Business OLB service at any time by providing us with written notice by e-mail or postal mail. Your access to Business OLB will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate. You agree that we can terminate or limit your access to Business OLB services for any of the following reasons:

- (1) Without prior notice, if you have insufficient funds in any one of your Commercial Bank Accounts. Business OLB service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits,
- (2) Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account,
- (3) Without prior notice, if there has been no Account activity on the Business OLB Account in the previous twelve (12) months, or
- (4) Upon reasonable notice, for any other reason in our sole discretion.

Consent to Electronic Delivery of Notices. You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement and any future disclosures required by law, including Electronic Fund Transfer disclosures, may be made electronically by e-mail or by posting the notice on the Business OLB website and alerting you by email that the disclosures have been posted. You agree to notify us immediately of any change in your email address.

Change in Terms. We may change any term of this Agreement at any time. If the change would result in increased fees for any Business OLB service, increased liability for you, fewer types of available Electronic Fund Transfers, or stricter limitations on the frequency or dollar amount of Electronic Fund Transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of a Business OLB Account or our Electronic Fund Transfer system. We will forward any required Change in Terms Notice to you by postal mail or will post it on the Business OLB website and alert you by email that the Change in Terms Notice has been posted. If advance notice of the change is not required and disclosure does not jeopardize the security of the Account or our Electronic Fund Transfer system, we will notify you of the Change in Terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Business OLB services indicates your acceptance of the Change in Terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Business OLB Accounts are governed by the applicable Deposit Account Agreement and Disclosure.

Right of Setoff. To the extent permitted by applicable law, Bank reserves a right of setoff in each of Customer's Accounts with Bank (whether checking, savings, or some other Account). This includes all Accounts Customer holds jointly with someone else and all Accounts Customer may open in the future. However, this does not include any IRA or Keogh Accounts, or any trust Accounts for which setoff would be prohibited by law. Customer authorizes Bank, to the extent permitted by applicable law, to hold these funds if there is a default, and Bank may apply the funds in these Accounts to pay what Customer owes under the terms of this Agreement.

Unlawful Internet Gambling Transactions. Customer understands that unlawful internet gambling transactions that are prohibited under the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG ("restricted transactions") are prohibited from being processed through Business OLB and Customer's relationship with Bank. Customer agrees to notify Bank immediately if Customer engages in any internet gambling activities.

Business OLB Bill Payment Service

You must designate the bank account from which the payments are to be made, the complete name of the payee, the account number, and the payee's remittance address (all exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 4:00 p.m. (Eastern Standard Time). By using the Business OLB Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first Business OLB bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling Bill Payments

If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 10 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment

To cancel a bill payment that you have scheduled through Business OLB, you must cancel the payment online via Business OLB before 3:30 p.m. (Eastern Standard Time), on the date the payment is scheduled to be debited from your account. If you order us to cancel one of these payments in accordance with these instructions and we do not do so, we will be liable for your losses or damages.

Mobile Banking

Mobile Banking is offered as a supplemental service to our Business OLB services. It is not intended to replace access to online banking from your computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Bank account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Business OLB and then enroll and activate your Device within the Business OLB system. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third-party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

We will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's online banking service for information about your deposits, return items,

deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Service does not constitute an acknowledgement by the Bank that the check is error-free or that we will be liable for the check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Mobile Banking you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk. You agree not to use Mobile or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree that the Service is only for the business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your Mobile and/or SMS Text Msg service provider is responsible for its products and services. You agree to any problems with your provider directly without involving us. Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile & SMS Text Msg Banking.

Mobile Deposits

Mobile Deposit Services are designed to allow you to make deposits to your checking accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures; 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 Agreement or Federal Reserve regulations for the processing of these checks for payment. Once you have used the Mobile Deposit Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit

from your Bank account the aggregate amount of any checks that that are deposited more than once. This violation may result in immediate termination of the Mobile Deposit Service. Checks not drawn on a US bank and Traveler's Checks cannot be deposited through mobile deposit.

1. Current Check Deposit Limits are \$3,000/3 checks per day or \$15,000/12 checks per month. These limits are subject to change without notice. Contact us to request approval for different limits.
2. Processing Deadline:
Mobile Deposit Service transactions processed and approved by 3:00 p.m. Eastern Standard Time (Monday through Friday) will be processed by us that day. Mobile Deposit Service transactions processed and approved after 3:00 p.m. Eastern Standard Time will be processed the next business day. *Depositing checks via mobile banking may cause a delay in processing.*
3. Image of Checks Deposited:
The image of an item transmitted to us using the Mobile Deposit Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).
4. Endorsements:
You agree to endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT". You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Services as we may establish from time to time. Endorsements must be made on the back of the check within 1 inch from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Commercial Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. **Checks not drawn on a US bank and Travelers Checks cannot be deposited through mobile deposit.**
5. Retention of Original Deposited Item:
Before destroying your original check, keep it in a secure location for 45 days following the successful completion of your deposit. Upon our request from time to time, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 45-day retention period expires, you must destroy the original check by writing "VOID" on the check and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never represent the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
6. Rejection of Mobile Deposits:
After we receive check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such checks. The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service.

In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for mobile deposit, you must physically deposit the original check.

7. Unpaid Checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account, you are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payer financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

8. Availability of Service:

In the event you are unable to capture, balance, process, produce or transmit a file to us, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

End User License Agreement Terms For The Downloadable APP

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

Representations and Warranties. Customer represents and warrants to Bank:

Organization. Customer is a business organization which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Michigan. Customer is duly authorized to transact business in all other states in which Customer is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Customer is doing business. Specifically, Customer is, and at all times shall be, duly qualified as a foreign business entity in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Customer has the full power and authority to transact the business in which it is presently engaged or presently proposes to engage. Unless Customer has designated otherwise in writing, the principal office is the office at which Customer keeps its books and records, including records concerning its ACH transactions. Customer will notify Bank prior to any change in the location of Customer's state of organization or any change in Customer's name. Customer shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Customer and Customer's business activities.

Assumed Business Names. Customer has filed or recorded all documents or filings required by law relating to all assumed business names used by Customer.

Authorization. Customer's acceptance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Customer and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Customer's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Customer, or (2) any law, governmental regulation, court decree, or order applicable to Customer or Customer's business activities.

Legal Effect. This Agreement constitutes, an instrument or agreement Customer is required to give under this Agreement. When accepted electronically, it will constitute legal, valid, and binding obligations of Customer enforceable against Customer in accordance with their respective terms.

Binding Effect. This Agreement, and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Affirmative Covenants. Customer covenants and agrees with Bank that, so long as this Agreement remains in effect, Customer will:

Additional Information. Furnish such additional information and statements, as Bank may request from time to time.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereinafter existing, between Customer and any other party and notify Bank immediately in writing of any default in connection with any other such agreements.

Performance. Perform and comply, in a timely manner, with all terms, conditions and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Customer and Bank. Customer shall notify Bank immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Bank of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereinafter in effect, of all governmental authorities applicable to the conduct of Customer's business and operations. Customer may contest in good faith any such law, ordinance, and regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Customer has notified Bank in writing prior to doing so and so long as, in Bank's sole opinion, Bank's interests are not jeopardized. Bank may require Customer to post adequate security or a surety bond, reasonably satisfactory to Bank, to protect Bank's interest.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorney' Fees; Expenses. Customer agrees to pay upon demand all of Bank's costs and expenses, including Bank's reasonable attorneys' fees incurred in connection with the enforcement of this Agreement. Bank may hire or pay someone else to help enforce this Agreement, and Customer shall pay the costs and expenses of such enforcement. Costs and expenses include Bank's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Customer also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by law applicable to Bank according to the terms of your Deposit Account Agreement and Disclosure.

Indemnification. Customer will indemnify Bank against, and hold Bank harmless from, any and all losses, damages, costs, and attorney fees that Bank incurs because of Customer's failure to abide by the terms of this Agreement.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when deposited with a nationally recognized overnight courier, or, if

mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Customer agrees to keep Bank informed at all times of Customer's current address. Unless otherwise provided or required by law, if there is more than one Customer, any notice given by Bank to any Customer is deemed to be notice given to all Customers.

No Waiver by Bank. Bank shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver by Bank of a provision of this Agreement shall not prejudice or constitute a waiver of Bank's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Bank, nor any course of dealing between Bank and Customer, shall constitute a waiver of any of Bank's rights or of any of Customer's obligations as to any future transactions. Whenever the consent of Bank is required under this Agreement, the granting of such consent by Bank in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Bank.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Customer. To the extent the content of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Customer" as used in this Agreement shall include all of Customer's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Bank to provide any Business OLB services or other financial accommodation to any of Customer's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Customer contained in this Agreement or any Related Documents shall bind Customer's successors and assigns and shall inure to the benefit of Bank and its successors and assigns. Customer shall not, however, have the right to assign Customer's rights under this Agreement or any interest therein, without the prior written consent of Bank.

Survival of Representations and Warranties. Customer understands and agrees that by enrolling in Business OLB, Bank is relying on all representations, warranties, and covenants made by Customer in this Agreement or in any certificate or other instrument delivered by Customer to Bank under this Agreement or the Related Documents. Customer further agrees that regardless of any investigation made by Bank, all such representations, warranties, and covenants will survive the making of this Agreement and delivery to Bank of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until this Agreement shall be terminated in the manner provided above. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination of this Agreement shall survive termination of this Agreement.

Communications between Commercial Bank and You

Unless this Agreement provides otherwise, you can communicate with us by stopping by any of our office locations, or in any one of the following ways:

Email

You may contact us by email at customers@commercial-bank.com. Please note that banking transactions through BUSINESS OLB are not made via e-mail. Please note that e-mail is not secure and should not be used to transmit sensitive, private information. To protect your privacy, lost/stolen reports, reports of unauthorized transactions, and reports of errors will **NOT** be accepted via e-mail.

Telephone

You may contact us by telephone at (800) 547-8531.

Postal Mail

You may write to us at: Commercial Bank, 101 N. Pine River St., P.O. Box 280, Ithaca, MI 48847-0280

The Commercial Bank Online Banking portal is found at:

<http://www.commercial-bank.com>