



## Commercial On-Line Cash Management User Agreement

This Cash Management User Agreement together with the Enrollment Form, Business Resolution, Service Request Form, and if applicable, Funds Transfer Agreement, and ACH Credit/Debit Authorization Agreement, Herein after collectively referred to as the "Agreement," constitute the entire agreement between

\_\_\_\_\_ organized and legally existing under the laws of the State of \_\_\_\_\_, with its principal office located at

\_\_\_\_\_, (hereafter referred to as ("Company")) and Bank of Georgetown ("Bank") with respect to Commercial OnLine Banking ("COB") provided by Bank to Company and there are no understandings or agreements relative hereto which are not fully expressed herein. By using "COB", you accept all of the Agreement. Please read all parts of the Agreement carefully.

1. Services - The following cash management standard services will be available to Company:

- Balance inquiry
- Transfer of funds between accounts
- Stop payment initiation
- Access to various reports
- Secure E-mail to Bank

The following **optional** services are available if selected by Company and approved by Bank:

- Wire Transfer Origination ("Wires")
- Automated Clearing House ("ACH") Origination
- Electronic Federal Tax Payments ("EFTPS")

Depending upon the type of account involved, not all of the above features and services may be available on a given account. Other services may be available from time to time in the future. By using these services, or other services as they become available, you agree to be bound by the terms and conditions contained in the Agreement and any amendments hereto.

2. Definitions - As used in this Agreement, the words "we", "our", "us" and "Bank" mean Bank of Georgetown. "Company", "you" and "your" refer to the account holder authorized by Bank to use "COB" under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through "COB". "Account" or "accounts" means your accounts at the Bank.

"Electronic funds transfers" means pre-authorized transactions and transfers to and from your accounts using ""COB""." "COB" Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday, holidays are not included.

3. Access - Once you have executed this Agreement, the Enrollment Form, Business Resolution and any other documents required by Bank and you have been approved to use "COB", you will be assigned a company identification ("ID"), a company password, a user ID and a user password. You will be required to change the company password upon your first access to "COB" and user password upon your second login. Thereafter, you will control and manage your company's and users' passwords ("Passwords") and will be solely responsible for the use by anyone of "COB" who utilizes your correct Passwords. You will have the ability to set up additional users to access your accounts and will be responsible for assigning such users passwords and for maintaining the security surrounding your users, Passwords and user transaction authority. The Bank will act on instructions received under valid Passwords, will have no duty to further verify the identity of any "COB" user with valid Passwords and shall not have any liability for transactions occurring on your account originated with valid Passwords.

**4. SECURITY - BANK WILL VERIFY THAT COMPANY HAS AUTHORIZED, CANCELED OR AMENDED AN ENTRY THAT CONSTITUTES A PAYMENT ORDER SOLELY BY MEANS OF THE SECURITY PROCEDURES INHERENT IN THE "COB" PRODUCT. THIS SECURITY PROCEDURE USES 128-BIT SSL ENCRYPTION AND REQUIRES USE OF A COMPANY ID, COMPANY PASSWORD, USER ID AND USER PASSWORD. ORDERS CAN ONLY BE TRANSMITTED TO BANK THROUGH THE BANK'S CASH MANAGEMENT INTERNET BANKING WEB SITE.**

**YOU AGREE THAT THE ABOVE-DESCRIBED SECURITY PROCEDURE IS COMMERCIALY REASONABLE AND IS THE SECURITY PROCEDURE THAT BEST MEETS COMPANY'S WISHES AND ITS REQUIREMENTS GIVEN THE SIZE, TYPE AND FREQUENCY OF THE ORDERS COMPANY WILL ISSUE TO BANK. COMPANY FURTHER AGREES TO SAFEGUARD ANY NUMBER, CODE, PASSWORDS, TEST KEY, OR OTHER IDENTIFIER ASSIGNED TO IT, FROM DISCOVERY BY ANY UNAUTHORIZED PERSON. THE SECURITY PROCEDURE IS NOT DESIGNED TO AND WILL NOT DETECT ERRORS AND COMPANY ASSUMES ALL RESPONSIBILITY FOR ERRORS THAT MAY BE CONTAINED IN ITS ORDERS TO BANK.**

**NOTWITHSTANDING OUR EFFORTS TO INSURE THAT "COB" 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 "COB", OR EMAIL TRANSMITTED TO AND FROM US, WILL NOT BE MONITORED OR READ BY OTHERS.**

**YOU UNDERSTAND AND AGREE THAT WHEN THE BANK ACTS ON ANY ORDER, BANK AND ANY BENEFICIARY'S BANK MAY RELY SOLELY ON (I) THE BENEFICIARY'S ACCOUNT NUMBER EVEN IF IT IDENTIFIES A PERSON DIFFERENT FROM THE NAMED BENEFICIARY, AND (II) IF PROVIDED TO BANK, THE IDENTIFICATION NUMBER OF ANY OTHER FINANCIAL INSTITUTION THROUGH OR TO WHICH THE FUNDS ARE TO BE TRANSFERRED, RATHER THAN THE NAME OF THE FINANCIAL INSTITUTION. COMPANY EXPRESSLY AGREES TO BE BOUND BY ANY ORDER, WHETHER OR NOT AUTHORIZED, ISSUED IN ITS NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURE.**

**THE BANK HAS THE RIGHT TO MONITOR AND REVIEW ALL BANKING ACTIVITY CONDUCTED ON "COB" BUT UNDERTAKES NO OBLIGATION TO MONITOR TRANSACTIONS THROUGH "COB" TO DETERMINE THAT THEY ARE MADE ON BEHALF OF THE ACCOUNT HOLDER.**

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5. Fees and Charges - You agree to pay the fees and charges for your use of "COB" as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the account designated as the "Charge-To Account" on your Enrollment Form. If you close your Charge-To Account, you must contact us immediately to designate another account as your Charge-To Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. The Bank reserves the right to change the charges, fees or other terms described in this Agreement without notice. You are also responsible for telephone and Internet service fees you incur in connection with your use of "COB".

6. Cutoff Hours - Transactions made through "COB" shall be considered received by Bank in accordance with the applicable cutoff Hours and Business Days and hours as amended from time to time. Bank's Cutoff Hours for receipt of data transmitted through "COB" such as ACH, Wires and Stop Payments:

4:00 p.m. Eastern Standard Time

The Cutoff Hours indicated are for processing of transactions on the Business Day the request is received by the Bank. If a request is received after the applicable Cutoff Hour, the transaction will be processed on the following Business Day.

Transfers between your accounts are real-time transactions and can be processed at any time the "COB" system and Bank's data processing system are operating. The Bank's data processing system generally is available from 7:00 a.m. Eastern time until 7:00 p.m. Eastern time and transfers attempted outside those hours will normally not be processed until the system is again available.

7. Stop Payment Requests - You may initiate an online stop payment request for paper items you have written (non-electronically) on your accounts. A stop payment request notice applies only to the check, which conforms EXACTLY to the description on the form. The Bank will not be responsible for failing to stop payment or paying check prior to the check's date if the information you provided is not correct or sufficient or the specific check cannot be identified in time to stop payment. If you make your stop payment request online or by telephone, we will also require you to put your request in the form of a written notification and forward it to us within 14 days. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect, or if a written notification is required but not provided. You agree to access the appropriate account history (such as prior account statements) and determine whether the check you want stopped has or has not already been paid. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. This request/notice will not be effective if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks.

In the case of a pre-authorized ACH debit, you understand that the originator has the capability to change the amount of the debit and that the Bank may not be able to stop any ACH debit other than one conforming EXACTLY to the description you have given us on the form. If the item is a check, this request/notice must be received prior to any applicable cutoff hour and the Bank must have a reasonable time to act on the request/notice prior to the cutoff hour. If the item is an ACH debit, this request must be received by the Bank at least three (3) business days before the scheduled payment date.

Stop payment requests are valid for six (6) months whether written, oral, or electronic. After that time, the check may be paid and charged to your account unless you renew the stop payment request in writing for an additional fee. This request/notice will be cancelled if the account is closed or transferred. Even if the account is later reopened, a new request/notice must be given. The request/notice is made subject to the terms of the Bank's deposit agreements, as in effect from time to time.

You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or arising from, our action in stopping payment on any check or ACH debit pursuant to your stop payment request.

8. Provisional Payment – Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid you in the amount of such entry.

9. Notice of Receipt of Entry – Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account(s), we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will notify you of the receipt of payment in the periodic statement we provide to you.

10. Regulation D Account Restrictions - For certain money market, savings and other types of accounts, during any statement period, you may not make more than six withdrawals or transfers to another account of yours with another financial institution or to a third party by means of preauthorized or automatic transfer or telephone order or instruction from your accounts. If you exceed these transfer limitations, such accounts will be subject to additional service charges, and /or we may transfer or convert to a transactional account.

Each of your accounts at the Bank is also governed by the applicable account disclosures which have been previously provided and which you have read and understand. The provisions of any such account disclosures that are required by regulation only for consumer accounts (for personal or household purpose) shall not apply to your commercial or business account(s).

11. Error Resolution. In case of errors or questions about your electronic transactions, please call our Deposit Operations Department at (202) 742-1074 between 8:30 a.m. and 5:30p.m. Eastern Standard Time or contact us at:

Bank of Georgetown  
1054 31<sup>st</sup> Street NW  
Suite 18  
Washington, DC 20007  
ATTN: Deposit Operations Department

**SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE ALL BUSINESS AND NOT CONSUMER IN NATURE AND THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT DO NOT APPLY. THE ERROR RESOLUTION AND LIABILITY PROVISIONS ON THE BACK OF PERIODIC STATEMENTS YOU MAY RECEIVE FROM US DO NOT APPLY TO BUSINESS AND /OR OTHER NON-PERSONAL ACCOUNTS. YOU MUST NOTIFY US IMMEDIATELY IF YOU DISCOVER ANY UNAUTHORIZED TRANSACTIONS OR ERRORS AND YOU MUST SEND US A WRITTEN NOTICE OF THE PROBLEM WITHIN 14 DAYS FROM THE DATE OF DISCOVERY OR YOUR RECEIPT OF THE FIRST STATEMENT OR NOTICE REFLECTING THE PROBLEM, WHICHEVER OCCURS FIRST. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INVOLVING SUCH ACCOUNTS. YOU ASSUME SOLE RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT'S PASSWORDS AND SHALL INDEMNIFY, DEFEND AND HOLD THE BANK HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, LOSSES AND DAMAGES RELATED TO OR ARISING OUT OF ANY UNAUTHORIZED TRANSACTIONS.**

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We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH credits) and which are not subject to the Electronic Funds Transfer Act. In those cases your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the District of Columbia.

12. Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly and timely instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance, if: (1) through no fault of ours, you do not have enough available funds in your account to make a transfer. (2) The transfer would exceed any daily/monthly limit or permitted overdraft line you have with the Bank. (3) Your account is closed, or if it has been frozen. (4) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal. (5) The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely. (6) Any electronic terminal, telecommunication device, or any part of the "COB" electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) You have not properly followed the on-screen instructions for using "COB". (8) Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, act of war, computer breakdown, telephone line disruption, or a natural disaster), prevent or delay the transfer despite reasonable precautions that we have taken. (9) The accounts you are trying to transfer funds into and from are assigned to different Taxpayer Identification Numbers. There may be other exceptions stated in other agreements we may have with you.

**13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY - WE MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE "COB" SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT "COB" WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL "COB" SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR 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 "COB", 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 BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH "COB".**

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**14. BANK RESPONSIBILITIES; LIABILITY; LIMITATIONS ON LIABILITY; INDEMNITY - IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS AGREEMENT, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY COMPANY PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PERSONS DESIGNATED BY THE COMPANY WITH AUTHORITY TO ACT ON ITS BEHALF WITH RESPECT TO THE COMPANY'S ACCOUNTS, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR COMPANY'S ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM COMPANY) OR THOSE OF ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION ANY FEDERAL RESERVE BANK, ACH, OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RECEIVING DEPOSITORY BANK (INCLUDING WITHOUT LIMITATION THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RECEIVING DEPOSITORY BANK), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. COMPANY AGREES TO INDEMNIFY BANK AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE BANK IS RESPONSIBLE FOR, ANY ACT OR OMISSION OF COMPANY OR ANY OTHER PERSON. BANK SHALL BE LIABLE ONLY FOR COMPANY'S ACTUAL DAMAGES; IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH COMPANY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH COMPANY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, NATURAL DISASTER, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE, OR ANY RULE OR REGULATION OR ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY. SUBJECT TO THE FOREGOING LIMITATIONS, BANK'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE SET BY THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT BANK IS RESPONSIBLE FOR, ANY ACT OR OMISSION OF COMPANY OR ANY OTHER PERSON.**

**INITIAL \_\_\_\_\_**

15. Company's Liability to Bank - Company shall indemnify and hold Bank harmless on account of any loss, cost or expense (including reasonable attorney fees) caused by Company's mistake, omission or failure to exercise reasonable care or to comply with the Rules, this Agreement or any agreement Company may have with its customers.

16. Disclosure of Information - We may disclose information to third parties about your account or the transactions you make:

1. Where it is necessary for completing transactions or resolving errors involving "COB";
2. In order to comply with government agency rules, court orders, or other applicable law;
3. To our employees, service providers, auditors, attorneys, collection agents or affiliated companies, in the course of their duties and to the extent allowed by law; or
4. If you give us your permission.

17. Termination of Service - If you want to terminate your access to "COB", call our Deposit Operations Department at (202) 355-1200. After receipt of your call, we may send a written termination authorization for your signature, which needs to be returned to us.

RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST TELL US. NOTIFY THE BANK IN WRITING AND SPECIFICALLY REQUEST TERMINATION OF THE TRANSFER(S).

The Bank reserves the right to terminate "COB", in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend "COB" in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Passwords as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

18. 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 posting the notice on Bank of Georgetown's website or by email. You agree to notify us immediately of any change in your email address.

19. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any "COB" Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 10 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on Bank of Georgetown's website, or forward it to you by email, or by postal mail. 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 "COB" 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 accounts are governed by the applicable deposit agreements.

20. Miscellaneous – This Agreement is subject to applicable federal laws and the laws of the District of Columbia (except to the extent this Agreement can and does vary such rules or laws). Jurisdiction and venue for all disputes arising under this agreement shall be in Fairfax County, State of Virginia. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement.

This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

By executing below, you agree that you have read and on behalf of Company agree to all of the terms as stated above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Commercial On-Line Cash Management Enrollment Form

\_\_\_\_\_, (“Company”) has been approved by Bank of Georgetown as a Commercial OnLine Banking customer. This Enrollment Form is part of the Agreement between you and the Bank regarding your use of the Bank’s Commercial Online Banking (“COB”) Internet Banking service. The terms of the Agreement are incorporated herein by reference.

### **Authorization to Issue Passwords**

At the direction of any person named below as your Company Administrator, or at the direction of any person named as your Company Administrator in the future, you hereby authorize Bank to issue Company and Company Administrator Passwords for use with “COB”, as set forth in the Agreement, which Bank may amend from time to time.

### **Appointment of Company Administrator**

You hereby appoint, and Bank is hereby authorized to establish and issue initial passwords (which you understand will be changed upon initial access to “COB”) for the following Company Administrator who will have maintenance authority over your Passwords:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### **Services Allowed for Company Accounts:**

The following Company accounts and related services are included as part of “COB”:

Book Transfer, Balance Reporting, Stop Payment, check images

### **Services Available for Monthly Service Fee:**

Wire origination, ACH origination and Tax Payment

### **Designation of Charge-To Account**

Account number \_\_\_\_\_ in the name of \_\_\_\_\_ shall be the Charge-To Account for “COB” service.

### **Transaction Limits**

Bank and Company agree to the following initial limits for Company:

Daily Limits:

ACH: \$ \_\_\_\_\_ Wires: \$ \_\_\_\_\_ Tax Payments \$ \_\_\_\_\_

Company acknowledges and agrees that Bank shall not be obligated to process, transmit or execute any transaction(s) that would result in Company exceeding any limits and that the limits can be changed by the Bank at any time.

**Acknowledgment**

By signing below, you acknowledge receipt of and agree to be bound by all terms of the Agreement and this Enrollment Form.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

[Signature] \_\_\_\_\_ -

Title: \_\_\_\_\_

Phone: \_\_\_\_\_



## Commercial On-Line Cash Management Business Resolution

COMPANY NAME: \_\_\_\_\_

I, the undersigned, hereby certify to Bank of Georgetown (the "Bank") that I am the \_\_\_\_\_ (unless otherwise designated, Secretary or Assistant Secretary) and designated keeper of the records and minutes of the Company identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Company; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), partners (if a partnership), members/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind Company, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person executing the attached Cash Management User Agreement and Enrollment Form is hereby authorized, on behalf of Company and in its name, to execute and deliver said forms, and to thereby bind the Company to such Agreement (and all other documents that are part of that Agreement), as amended from time to time, for the purpose of enabling representatives of the Company to obtain account information, perform fund transfers between Company's account(s), originate wire transfers and ACH transactions and to transact other business activities or services that may be delivered via Bank of Georgetown's Internet Banking Service from Company's account(s) through the use of one or more Passwords.

2. Resolved, that the person named on the attached Enrollment Form as "Company Administrator" is hereby authorized to act on the Company's behalf in all matters relative to Company's Passwords, including but not limited to the right to (i) establish additional Password IDs on the Company's behalf, (ii) terminate or cancel any or all existing Passwords; (iii) change the Company's account(s) associated with Password ID, (iv) change the activity level of an account associated with any Password, (v) name additional persons who will have maintenance authority over Company's Passwords, or terminate the authority of any person with maintenance authority over Company's Password.

3. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by Bank prior thereto; and

4. Resolved, that this authorization supplements any resolution, signature card or other document currently on file with Bank that limits authority over any specific account or over Company's accounts with Bank. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of the Primary Administrator or the authority of any person to use Passwords must specifically state that it relates to Passwords and must specifically describe the termination or change requested.

In Witness Whereof, and intending to bind Company, I have hereunto subscribed my name as of

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AS PER BANK OF GEORGETOWN’S COMMERCIAL ON LINE CASH MANAGEMENT USER AGREEMENT UNDER TERMS AND CONDITIONS, BOTH YOU AND BANK OF GEORGETOWN HAVE SPECIFIC RESPONSIBILITIES TO UPHOLD REGARDING THE SECURITY OF ALL EQUIPMENT AND SYSTEMS. FOR EXAMPLE, YOUR SECURITY RESPONSIBILITY NEEDS TO INCLUDE (AT A MINIMUM):**

- **A WELL DEFINED AND SECURE NETWORK INFRASTRUCTURE, MAINTAINED IN A CURRENT AND UP TO DATE FASHION TO INCLUDE:**
  - a) **ANTI VIRUS**
  - b) **ANTI MALWARE**
  - c) **ANTI PHISHING**
  - d) **ANTI SPYWARE**
  - e) **ANTI SPAM**
- **CURRENT AND UP TO DATE VERSION OF YOUR SERVER AND PC OR MAC OPERATING SYSTEM, UPDATED/CURRENT WEB BROWSER FROM THE LIST OF CERTIFIED BROWSERS SUPPORTED BY THE ONLINE BANKING SYSTEM. (SEE ATTACHED LIST)**
- **THERE SHOULD BE AUTOMATIC UPDATES AND YOU SHOULD ENSURE ALL REQUIRED OR RECOMMENDED SECURITY RELATED FIXES ARE NOT ONLY CONSIDERED BUT INSTALLED AS APPROPRIATE.**
- **NETWORK SECURITY INCLUDING FIREWALL AND INTRUSION PREVENTION, REGISTERED IP ADDRESSES.**
- **WELL DEFINED POLICIES AND PROCEDURES TO BE EMPLOYED BY THOSE ACCESSING AND USING THE ON LINE BANKING SYSTEM.**

**BY SIGNING THIS ATTACHED PAGE TOGETHER WITH YOUR SIGNED COMMERCIAL ON LINE BANKING AGREEMENT, YOU AGREE TO ADHERE TO AND MEET THE ABOVE MINIMUM SECURITY RESPONSIBILITIES.**

**INITIAL \_\_\_\_\_**

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND ACKNOWLEDGE THAT ANY LOSS DUE TO FRAUD THROUGH ELECTRONIC MEANS WHETHER IT BE BY MY COMPANY OR THAT OF ANY ELECTRONIC NETWORK COMPROMISE WILL BE THE RESPONSIBILITY OF MY COMPANY AND NOT THAT OF BANK OF GEORGETOWN.**

Company, Business, Entity Name: \_\_\_\_\_  
Please type or print:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

BANK OF GEORGETOWN

\_\_\_\_\_  
By Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

Revised September 2011

## Web Browsers

- Internet Explorer 7 - Certified
- Internet Explorer 8 - Supported
- Firefox 3.6 - Supported
- Safari 4
- Safari 5
- Chrome

Certified Browsers – Business Banking is designed and engineered to perform optimally in a certified browser.

Supported Browsers – Business Banking is designed and engineered to perform optimally in a supported browser, though performance is not optimized for this browser.

Unsupported Browsers – Business Banking may function with an unsupported browser however performance is not optimized for this browser.

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