



# **Treasury Management Services Terms and Conditions**

**Table of Contents**

**I. INTRODUCTION .....4**

1. What this Agreement Covers ..... 4

2. Other Agreements, Rules, Laws, and Regulations..... 4

**II. ACCEPTING THE AGREEMENT .....4**

1. Initial Agreement and Future Changes to Terms and Conditions ..... 4

2. Changes in Fees ..... 4

**III. BUSINESS TERMS APPLICABLE TO ALL SERVICES .....5**

1. Services..... 5

2. Audit ..... 5

3. Fees for the Services..... 5

4. Overdrafts..... 5

5. Security Interest and Set-Off Right..... 5

6. Transactional Limits..... 6

7. Disclosure of Information..... 6

8. Authorized Representatives ..... 6

9. Prohibited Transactions..... 6

10. Online Security ..... 6

11. Email ..... 8

12. Use of Communications ..... 9

13. Customer’s Duty to Report Errors and Discrepancies ..... 9

14. Provident Not Obligated to Honor Certain Transactions or Instructions..... 9

15. Termination ..... 9

**IV. TREASURY MANAGEMENT SERVICES ..... 10**

1. ACH Service ..... 10

2. Funds Transfer Service (Wires) ..... 16

3. Target Balance Account Service ..... 20

4. Repurchase Agreement Sweep Service..... 20

5. Loan Sweep Service ..... 23

6. Hybrid Sweep Service (Loan and Investment Sweeps) ..... 23

7. Check Positive Pay Service ..... 24

8. Payee Verification (Payee Match) ..... 25

9. ACH Positive Pay Service ..... 25

10. Account Reconciliation Service .....	26
11. Controlled Disbursement Service .....	27
12. Remote Deposit Capture Service .....	28
13. Lockbox Service .....	31
14. Secure File Transfer Protocol (SFTP) Service .....	32
15. Image Cash Letter Service .....	33
<b>V. ADDITIONAL TERMS APPLICABLE TO ALL SERVICE .....</b>	<b>35</b>
1. Customer Representations and Warranties.....	35
2. Unauthorized Use of Services.....	36
3. Losses from Permitted Use.....	36
4. Provident’s Liability .....	37
5. Indemnifications.....	37
6. Force Majeure .....	38
7. Security Procedures.....	38
8. Intellectual Property.....	38
9. Written Notices .....	39
10. Disclosure of Information.....	40
11. Cooperation in Loss Recovery Efforts.....	40
12. Proprietary Property .....	40
13. Provident Equipment.....	40
14. Records.....	40
15. Third Party Beneficiaries .....	40
16. Application to Online Business Banking and Mobile Business Banking .....	40
17. Construction .....	40
18. Waiver .....	41
19. Entire Agreement .....	41
20. Governing Law; Waiver of Jury Trial.....	41
<b>VI. DEFINITIONS.....</b>	<b>41</b>

## I. INTRODUCTION

These Treasury Management Services Terms and Conditions (“Terms and Conditions”) govern your use of Treasury Management Services, a suite of services (as applicable, “Service” or “Services”) provided by Provident Bank, located at P.O. Box 1001, Iselin, NJ 08830 (“Provident” or the “Bank”) that allows Provident customers (“you” or “Customer”) to manage business cash flows. These Terms and Conditions constitute a legally binding agreement (“Agreement”) between you and Provident.

### A. What this Agreement Covers

This Agreement sets out the terms and conditions governing your use of the Services. Please review this Agreement before you use the Services, and periodically thereafter.

### B. Other Agreements, Rules, Laws and Regulations

In addition to these Terms and Conditions, the Services are provided to Customer subject to the following additional agreements, rules, laws and regulations, which are hereby incorporated into and made a part of these Terms and Conditions:

1. Any deposit account or other agreement Customer may have with Provident that relates to the Services, and accompanying disclosures and fee schedules to such agreements.
2. The provisions of the Uniform Commercial Code (“UCC”), as enacted in the state of New Jersey (and New York solely as to ACH transactions).
3. All applicable automated clearing house operating rules, including without limitation the rules promulgated by the National Automated Clearing House Association (Nacha Operating Rules and Guidelines) and the rules promulgated by the Electronic Check Clearing House Organization (ECCHO Rules).
4. The Online Business Banking Terms and Conditions, if a Service is accessed through Online Business Banking.
5. Any Setup Form and any supplemental form or agreement required by Provident to implement or maintain a specific Service, and any user guides.
6. All Applicable Laws, including, without limitation, all regulations promulgated by the Board of Governors of the Federal Reserve, the Federal Deposit Insurance Corporation (FDIC) and the Office of Foreign Assets Control (OFAC), and all regulations implementing the Bank Secrecy Act (BSA), the USA Patriot Act and the Unlawful Internet Gambling Enforcement Act.

## II. ACCEPTING THE AGREEMENT

### A. Initial Agreement and Future Changes to Terms and Conditions

By using, or authorizing others to use, any Treasury Management Service subject to these Terms and Conditions, Customer accepts and agrees to be bound by this Agreement.

Provident in its sole discretion may change these Terms and Conditions from time to time. Provident reserves the right to notify Customer of any such change electronically, by posting the updated version of these Terms and Conditions to our website, by mailing or by any other means permitted by law. The current version of these Terms and Conditions will always be posted to our website, and an updated version of these Terms and Conditions will only take effect after it is posted to our website. Customer’s use of any Service following the notice and effective date of any change shall constitute Customer’s full acceptance of and agreement to the change.

### B. Changes in Fees

Provident in its sole discretion may change the fees associated with any Service from time to time. Provident reserves the right to notify Customer of any such change electronically, by posting the updated

fees to our website, by mailing or by any other means permitted by law. If Customer does not accept a fee change, Customer must notify Provident within fifteen (15) calendar days of the receipt of the account analysis statement. Customer's use of any Service following such 15-day calendar period shall constitute Customer's acceptance of and agreement to the fee change.

### **III. BUSINESS TERMS APPLICABLE TO ALL SERVICES**

#### **A. Services**

Provident offers the Treasury Management Services that are listed in Section IV of this Agreement and may offer additional Treasury Management Services not specifically included herein. By accepting and using any Treasury Management Service, Customer agrees that the Service will be governed by this Agreement, together with any other agreements, rules, laws and regulations referenced in Paragraph B of Section I, above, and which are hereby incorporated into and made a part of these Terms and Conditions. Customer agrees to execute and deliver all Setup Forms that Provident may require for use of any Service.

#### **B. Audit**

Upon Provident's request, Customer agrees to: (a) provide the Bank with the records Customer maintains with respect to Customer's use of the Services as required by Applicable Laws, rules and regulations and this Agreement; (b) provide Provident with internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures; (c) provide Provident with such financial information and statements and other documentation Provident reasonably determines to be necessary or appropriate to enable Provident to evaluate its exposure or risk; and (d) permit Provident (including its regulators and auditors) reasonable access to the locations where Customer uses any of the Services during normal business hours to audit Customer's (including Customer's vendors') compliance with the terms and conditions of this Agreement and Applicable laws. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Provident during such audit.

#### **C. Fees for the Services**

Customer shall compensate Provident for the performance of the Treasury Management Services in accordance with agreed upon fees. Amounts payable by Customer to Provident shall be either billed or deducted by Provident from a designated Accounts monthly.

#### **D. Overdrafts**

Customer will always maintain one or more Accounts for use in connection with a Service and maintain in such Account(s) a sufficient collected balance to pay for Customer's use of, and Transactions in, such Account, including fees and expenses payable to Bank. Nothing in this Agreement will obligate Bank to extend any credit of any type, including any overdrafts, even if Provident has done so in the past. Provident may stop permitting overdrafts at any time without prior notice and delay or refuse to process any item, Payment Order or other Instruction that would result in an overdraft in an Account. If Provident decides in its sole discretion to process any item, Payment Order or other Instruction despite the overdraft, Customer agrees to reimburse Bank immediately for: (a) the full amount of any overdraft created by such item, Payment Order or other instruction; (b) all overdraft fees and charges; (c) interest on the amount of the overdraft for the day the overdraft was created and for each following day until the overdraft has been paid; and (d) all Losses Bank incurs in collecting from Customer the overdraft or any fees or charges related to it.

#### **E. Security Interest and Set-Off Right**

In addition to all rights provided by Applicable Laws, Customer agrees that any and all amounts on deposit in any Accounts of Customer with Provident may be set-off and applied against any liability Customer owes Provident under this Agreement or any other agreement between Customer and Provident, including any Loan Documents. Customer further grants Provident a security interest in all Accounts of

Customer with Provident now or in the future to secure payment of any and all obligations under this Agreement or any other agreement between Customer and Provident, whether or not such obligations accrue after the filing of any case under the Bankruptcy Code and whether or not a claim for post-filing or post-petition interest, fees and charges is allowed or allowable in any such proceeding. This security interest is supplemental to and not in lieu of the security interest granted by Customer to or for the benefit of Provident under any other agreement.

## **F. Transactional Limits**

Customer agrees not to exceed any transaction limitations established by Provident from time to time, including limitations on Accounts, Authorized Representatives, Services or the types of Payment Orders or other instructions Customer may send to Bank for processing or execution. Bank promptly will communicate decisions regarding such transaction limitations to Customer, to the extent not restricted by Applicable Laws.

## **G. Disclosure of Information**

The circumstances under which Provident will disclose information about Customer or Customers' Accounts have been separately disclosed to Customer in our Privacy Policy and in other disclosures that have been provided directly to Customer. Provident's Privacy Policy may change from time to time and is always available on our website.

## **H. Authorized Representatives**

As applicable to each Service, Customer shall grant one or more persons the authority to use such Service on Customer's behalf ("Authorized Representatives"). An Authorized Representative may be Customer's owner, manager, employee or agent. Examples of Authorized Representatives include the "Primary User" and "Users" using Provident's Online Business Banking to access any Service hereunder, and the Primary Administrator and other users of the Remote Deposit Capture Service. Provident shall be entitled to act upon the instructions of any person successfully using the Security Procedures and whom the Bank in good faith believes to be an Authorized Representative, whether Customer has authorized such instructions and whether such person is an Authorized Representative, and shall have no liability for any loss, cost, expense or other liability resulting from its execution of such instructions.

## **I. Prohibited Transactions**

Customer agrees not to use or attempt to use the Services to (a) engage in any illegal purpose or activity or to violate any Applicable Law, (b) breach any contract or agreement by which Customer is bound, (c) engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Provident has no obligation to monitor Customer's use of the Services for activity that is prohibited by this Agreement or Applicable Law; however, Provident may in its sole discretion decline to execute any transaction that Provident believes is prohibited by this Agreement or Applicable Law.

## **J. Online Security**

Provident utilizes a comprehensive security program to protect Customer's Account(s) and each transaction conducted over the Internet. Customer will be provided with Security Procedures separately. Provident's security program, including the Security Procedures, is designed to meet the requirements of UCC Article 4A and guidance provided to the banking industry by the Federal Financial Institutions Examination Council (FFIEC).

### **1. General Provisions**

- a. Customer agrees to comply and ensure each of its Authorized Representatives complies with the Security Procedures provided by the Bank.

- b. Customer agrees to (a) keep all Security Procedures strictly confidential and safe and secure against unauthorized discovery, providing Security Procedures only to Authorized Representatives on its Account(s); and (b) instruct each Authorized Representative that he or she is not to disclose Security Procedures to any other person, and must in turn keep the Security Procedures safe and secure against unauthorized access or discovery.
- c. Customer agrees to immediately notify the Bank and select a new password if Customer believes a password, or any other element of the Security Procedures may have become known to an unauthorized person.
- d. Customer warrants that no Authorized Representative will be allowed to use any Service without Customer's proper supervision and commercially reasonable safeguards.
- e. Customer has sole authority to designate Authorized Representative(s) to initiate transactions on Customer's behalf, and Provident shall not be under a duty to inquire as to the authority or propriety of any transaction initiated by any Authorized Representative.
- f. Provident shall be entitled to act upon the instructions of any person the Bank reasonably believes to be an Authorized Representative, whether Customer has authorized such instructions, and shall have no liability for any loss resulting from its execution of such instructions.
- g. Provident may immediately suspend or cancel an Authorized Representative's access to a Service without prior notice to the Authorized Representative or Customer if Provident suspects the Service is being used in an unauthorized or fraudulent manner.
- h. Customer acknowledges that the security procedures are for verification of authenticity and not to detect errors in transactions.

## **2. Antivirus Software, Cybersecurity Training**

- a. Customer agrees to maintain and continuously run commercially available, industry recognized antivirus software on all its hardware, networks and systems used to store or transmit information in connection with the Services. Customer agrees to update its antivirus software on a regular basis and in no event less often than once every month.
- b. Customer agrees to perform periodic and commercially appropriate cybersecurity training (including phishing, social engineering, malware and ransomware training) for all Authorized Representatives and for all other employees with access to Customer's computers and networks.

## **3. Contact by Provident or Affiliated Parties**

No Provident employee will ever contact you by telephone, email or otherwise to request your Online Business Banking access credentials. If this or similar information is ever requested, DO NOT PROVIDE and immediately (1) call the Bank at 732-590-9288, Option 3 (leave a message if outside the Bank's business hours) and (2) email the Bank at [treasurymgmtsupport@provident.bank](mailto:treasurymgmtsupport@provident.bank).

## **4. Data in Transit and at Rest, Viruses**

- a. Data transferred via Provident Bank's Online Business Banking system or Secure File Transfer Protocol ("SFTP") is encrypted to provide transmission security, and Online Business Banking and SFTP utilize identification technology to verify that the sender and receiver of transmissions through these systems can be appropriately identified by each other. Notwithstanding our efforts to ensure that Online Business Banking and SFTP are secure, Customer acknowledges that the Internet is inherently insecure and that data transfers over the Internet are subject to interception. The Bank cannot and does not warrant that Online Business Banking and SFTP data transfers will not be intercepted by an unauthorized person while these transfers are in transit over the Internet and outside Provident's control. Customer

agrees that Provident will have no liability to Customer or any other party resulting from the interception of a data transfer while in transit by an unauthorized person.

- b. Customer agrees that Provident will have no liability to Customer or any other party resulting from any theft or compromise of data from Customer's place of business.
- c. Customer agrees that Provident will have no liability to Customer or any other party resulting from any electronic virus that Customer may acquire. An undetected virus may cause a security breach and/or corrupt and destroy any infected programs, files and/or hardware, and could result in significant loss to Customer.

## **K. Email**

Customer may communicate with Provident via email; however Provident may not immediately receive and/or act on an email. No action will be taken on any email Customer sends to the Bank until the Bank receives the email and has a reasonable opportunity to act on it. If Customer needs to contact Provident immediately, please call 732-590-9288, Option 3 (leave a message if outside the Bank's business hours).

Customer cannot use email for certain purposes (e.g., balance or other Account inquiries, stop payments, transfers, wires, transaction cancellations, etc.).

Customer should never use email to send sensitive information relating to its Account(s) or access to the Online Business Banking to Provident or any other party. Sensitive information includes but is not limited to Security Procedures (access credentials, etc.), account balances, tax identification numbers, etc.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, but not limited to, frauds commonly referred to as "phishing," "pharming," and "business e-mail compromise"). Customer agrees to educate user(s), agents, Authorized Representatives, employees and contractors retained by Customer as to the risks of such fraud and to train such Persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail to ask for or to verify Account numbers, Credentials, or any sensitive or confidential information unless Bank uses its Secured E-Mail service. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its users, agents, Authorized Representatives, employees or contractors will respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer because of any electronic, e-mail, or internet fraud. Data transferred via the Systems is encrypted to provide transmission security and the Systems utilize identification technology to verify that the sender and receiver of the Systems' transmissions can be appropriately identified by each other. Notwithstanding Bank's efforts to ensure that the Systems are secure, Customer acknowledges and agrees that the internet is inherently insecure and that all data transfers, including e-mail, occur openly on the internet and potentially can be monitored and read by others. Bank cannot and does not warrant that data transfers utilizing the Systems, or e-mail transmitted to and from Bank, will be secure or will not be monitored or read by others.

For any Services utilizing the internet, Bank does not and cannot control the flow of data to or from Bank's network or other portions of the internet. The flow of data depends in large part on the performance of internet services provided or controlled by third Persons. Actions or inactions of such third Persons can impair or disrupt Customer's connections to the internet (or portions thereof). Bank cannot guarantee that such events will not occur. Bank disclaims all liability resulting from or related to such events and in no event will Bank be liable for any damages (whether in contract or in tort) that are attributable to the internet infrastructure, Customer's ability to connect to the internet, or Bank's ability to connect to the internet on Customer's behalf.

**EMAIL IS INHERENTLY INSECURE AND SHOULD NEVER BE USED TO SEND SENSITIVE INFORMATION THAT COULD BE USED BY CYBER CRIMINALS TO PERPETUATE A FRAUD AGAINST YOU OR THE BANK.**



## **L. Use of Communications**

Customer and Provident agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Provident shall not be obligated to make such recordings.

## **M. Customer's Duty to Report Errors and Discrepancies**

All of Customer's daily transactions will appear on Online Business Banking and Customer's Account statement(s). Communications, including Account statements, may be delivered in hard copy, electronically or in such other manner as Provident may reasonably determine. Customer agrees to continuously review and verify all transactions appearing on Online Business Banking and any statements, reports, check payment records and confirmations (along with other communications, "Account Communications"). Customer must notify Provident of any error or discrepancy between Customer's records and the content of any Account Communication within the time specified in the agreement governing the subject Account. If Customer fails to timely notify Provident of any such error or discrepancy, Customer agrees the failure to timely report the error or discrepancy shall relieve Provident of any liability in connection with such error or discrepancy.

Customer agrees that Provident will have no liability to Customer or to any other party for losses due to fraud on the account to the extent such losses, in Provident's sole opinion, may have been prevented or mitigated by services Provident offered to Customer which the Customer chose not to use.

In accordance with the Nacha Operating Rules and Guidelines, Customer must report an unauthorized ACH debit entry to Customer's account by the established deadline on the Business Day following the Settlement Date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the ACH transaction.

## **N. Provident Not Obligated to Honor Certain Transactions or Instructions**

Provident will not be obligated to honor, in whole or in part, any transaction or instruction that:

1. Provident has reason to believe may not have been authorized by Customer, or involves funds subject to a hold, dispute, restriction, legal order or other measure Provident believes in good faith disallows such transaction or supersedes such instruction;
2. Provident has reasonable cause not to honor for Customer's or Provident's protection;
3. Is not in accordance with any term or condition in this Agreement or Customer's Account agreement;
4. Would violate any applicable rule or regulation of any federal or state regulatory authority, or any other Applicable Law; or
5. Is not in accordance with our applicable rules, procedures or policies.

## **O. Termination**

Either party may terminate any or all the Services, or this Agreement, with or without cause, at any time upon ten (10) days' prior written notice. Provident may suspend or terminate any or all of the Services or terminate this Agreement immediately and without prior notice in the event: (i) Customer breaches this Agreement or any other agreement with Provident or violates any Applicable Law; (ii) Provident believes the Security Procedures have been compromised; (iii) Provident believes an unauthorized transaction involving any Account or Service has taken place or may take place; (iv) Provident becomes uncertain as to a person's authority to give Provident instructions regarding any Account or Service; (v) Customer becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (vi) in Provident's sole opinion, the risk of providing the Service(s) to Customer is unacceptable to Provident or any other party.

The termination of any Service or this Agreement will not affect Customer's or Provident's rights or obligations that arise prior to termination, including Customer's payment obligations for any Service. All provisions of this Agreement that may contemplate performance or observance after termination of a Service or this Agreement, and all provisions relating to proprietary rights, loss recovery efforts, limitation of liability and indemnification, shall survive the termination of any Service or this Agreement.

## IV. TREASURY MANAGEMENT SERVICES

### A. ACH Service

This ACH Service permits Customer to initiate debit and credit entries (as applicable, "Debit Entries," "Credit Entries," or "Entries") to accounts maintained at Provident and other banks by means of the Automated Clearing House ("ACH") Network. The following terms and conditions govern Provident's ACH Service. The ACH Service is also subject to the other terms in this Agreement and the Nacha Operating Rules and Guidelines (the "Nacha Rules") of the National Automated Clearing House Association ("Nacha"). Capitalized terms not otherwise defined within these ACH provisions have the meanings ascribed in the Nacha Rules. In the event of a conflict between these ACH Service provisions and other provisions of this Agreement, these ACH Service provisions shall control.

1. **Provident will Act as ODFI.** Provident is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to the Entries. Each Entry shall be deemed Customer's Payment Order and authorizes Provident to initiate an electronic funds transfer on Customer's behalf.
2. **Implementation Procedures and Setup Form.** Prior to implementation of the ACH Service, Customer must fulfill Provident's requirements, including providing Provident such financial, business and operating information as Provident may reasonably request in connection with Provident's approval process, and designating its Authorized Representative(s) in the ACH Setup Form. The Authorized Representative(s) will be authorized to initiate Entries on behalf of Customer within predetermined limits, unless otherwise restricted by Provident. Provident shall be entitled to deem any person using the Security Procedures assigned to Customer and required to initiate Entries, to be an Authorized Representative.
3. **Third-Party Service Providers.** Customer may allow a Third-Party Service Provider (as defined in the Nacha Rules, a "TPSP") to originate Entries as an Authorized Representative. Any TPSP will be deemed Customer's agent, and Provident shall have no liability or responsibility for monitoring Customer's TPSP. Under no circumstances will Provident originate ACH transactions on behalf of any TPSP unless the TPSP maintains an Account at Provident and has executed a separate Third-Party Sender ACH Agreement. Under no circumstances will Provident provide direct access to its ACH Operator by a Customer, TPSP or other vendor.

Provident shall provide a Customer's TPSP or Direct Transmission Company ("DTC") with instructions for secure transmission of ACH Entries on behalf of the Customer. Provident will submit ACH Entries exactly as received from Customer's TPSP or DTC. Customer's TPSP or DTC will provide Provident with a transmittal indicating total dollar amount and total number of Entries via electronic communication, prior to transmitting ACH Entries, as an additional security measure.

4. **Transmission of Entries by Customer.** Customer or Customer's TPSP may deliver instructions, including Entries, via (a) Online Business Banking or (b) files using the Secure File Transfer Protocol (SFTP). If delivering instructions via files using SFTP, Customer shall transmit Entries to Provident in compliance with the formatting and other requirements set forth in Provident's file specifications. Customer shall comply with Provident's required Security Procedures with respect to Entries transmitted using the ACH Service. Entries received after the cut-off time on a given Business Day shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Provident on any one Business Day shall not exceed the amount of collected funds in Customer's Account as of the effective date of the Entries. Provident may determine, in its sole discretion, the types and number of Entries that Customer may originate, and Provident reserves the right to limit

the same at any time. In the event Customer uses file delivery via SFTP to originate ACH files, Provident requires Customer to submit an informational transmittal containing file control totals ("Control Totals") prior to submission of an ACH file. Provident may, in its sole discretion, reject and not process an ACH file unless the Control Totals match the ACH file as an additional Security Procedure.

5. **Cut-Off Times and Notices.** Processing deadlines for delivering ACH instructions via (a) Online Business Banking or (b) files using SFTP are below:

**Credit Entries:** 5:00 p.m., EST, two (2) business days prior to Effective Date\*

**Debit Entries:** 5:00 p.m., EST, one (1) business day prior to Effective Date\*

**Same Day ACH:** 2:30 p.m. EST

6. **Same Day ACH.** Customer may, with prior approval by and at the sole discretion of Bank, transmit Same Day ACH Entries. An Entry for which the Effective Entry Date is the same Banking Day as the date on which the Entry is Transmitted prior to the applicable cut-off time, and an Entry with a stale or invalid Effective Entry Date shall be considered a Same Day entry. A Same Day Entry must be for an amount of \$1,000,000 or less. An IAT Entry cannot be a Same Day Entry. Customer agrees to pay applicable Same Day Entry fees set forth in the Business Fee Schedule.

\*If Effective Date is not a Business Day, ACH instructions will be processed on the first Business Day following the Effective Date.

If an Entry is rejected or returned, or if a notification of change is received, Provident shall notify Customer of the same by email.

7. **Exposure Limits.** The Bank will approve Customer exposure limits for Entries transmitted to Bank. Exposure limits are determined solely by Bank and may be changed from time to time. Entries that exceed exposure limits will not be processed and may require further verification, approval, and re-initiation by Customer.
8. **Inconsistency of Name and Account Number.** Customer agrees that if an Entry describes the receiver of an ACH transaction ("Receiver") inconsistently by name and account number, payment of the Entry transmitted by Provident to the Receiving Depository Bank ("RDFI") may be made by the RDFI (or by Provident in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Provident is not excused in such circumstances. Customer is liable for and must settle with Provident for any Entry initiated by Customer that identifies the Receiver by account or identifying number or by name and account or identifying number.
9. **Security Procedures.** Provident offers Security Procedures that apply to the ACH Service, and Customer's use of the ACH Service constitutes Customer's acceptance of those Security Procedures as commercially reasonable as a means of authenticating Customer's Entries. Customer acknowledges that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any Entry. Any Entry communicated by or on behalf of Customer shall be effective as the Entry of Customer, and shall be enforceable against Customer, whether authorized and regardless of the actual identity of the sender thereof, if the Entry is received in accordance with the applicable Security Procedures, and if Provident accepts such Entry in good faith. In addition, if any Entry is communicated or authorized by Customer or Customer otherwise benefits from such Entry, then Customer will be obligated to pay Provident the amount of the related Entry without regard to whether Provident complied with the Security Procedures. Provident may, in its discretion, use additional procedures to verify the authenticity of any Entry. Customer agrees to implement any reasonable authentication or Security Procedures required by Provident. Provident retains the right, but is not obligated, to contact Customer to validate the authenticity of any ACH file or Entry received.

- Provident has no obligation to accept any Entry that is not communicated in compliance with the Security Procedures. Provident shall not be responsible for refusal to act upon any Entry received which does not comply with this Agreement, including where Provident's reasonable efforts to verify the Entry in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained. Notwithstanding the foregoing, if Customer chooses to communicate any Entry (including any cancellation or amendment thereof) to Provident in a manner that varies from the Security Procedures, and if Provident accepts such Entry in good faith, then Customer agrees to be bound by such Entry, whether or not authorized, and Customer will be deemed to have refused the Security Procedures that Provident offers, and Customer will be obligated to pay Provident the amount of the payment made pursuant to such Entry.
10. **Authorization Agreements.** Customer shall obtain an authorization ("Authorization Agreement") as required by the Nacha Rules from the person or entity whose account will be debited or credited as the result of any Entry originated by Customer. Specific requirements for the Authorization Agreement for each SEC code are outlined in the Nacha Rules, and Customer represents and warrants that each of its Authorization Agreements complies with the Nacha Rules. Customer shall retain each Authorization Agreement in original form while it is in effect and the original or a copy of each Authorization Agreement for two (2) years after termination or revocation of such Authorization Agreement or as otherwise required by the Nacha Rules. Upon request, Customer shall immediately furnish the original or a copy of the Authorization Agreement to Provident.
  11. **Processing, Transmittal, and Settlement by Provident.** Except as otherwise provided for in this Agreement, if Provident elects to accept Entries and Customer otherwise complies with the terms of this Agreement, Provident shall use commercially reasonable efforts to comply with Customer's instructions to: (i) process Entries received from Customer to conform to the file specifications set forth in the Nacha Rules, (ii) transmit such Entries as an ODFI to the ACH processor selected by Provident, (iii) settle for such Entries as provided in the Nacha Rules, and (iv) in the case of a credit Entry received for credit to an Account with Provident ("On-Us Entry"), credit the Receiver's account in the amount of such Credit Entry as of the date included in such Entry as the date upon or after which such Entry is to be effective ("Effective Entry Date"). Customer agrees that the ACH processor selected by Provident shall be considered to have been selected and designated by Customer and shall be Customer's agent for purposes of this Agreement.
  12. **Settlement of Credit Entries and Returned Debit Entries.** Customer authorizes Provident to debit its Account(s) to initiate electronic funds transfers for all Credit Entries issued by Customer or otherwise made effective against Customer. Customer agrees to pay for such electronic funds transfer no later than such time on the effective date of such Credit Entries and each On-Us Entry as Provident, in its discretion, may determine. Customer shall settle with and pay Provident for each debit Entry returned by an RDFI or debit Entry dishonored by Provident. Settlement shall be made by Customer to Provident in any manner specified by Provident. Customer hereby authorizes Provident to charge the Account subject to an Entry as settlement for Credit Entries issued by Customer or returned or dishonored Debit Entries; provided, that if insufficient funds are in the Account subject to the Entry, Provident may debit another Account maintained by Customer. Customer agrees to be obligated and liable for any Entry submitted by a TPSP as if such Entry were submitted by Customer.
  13. **Provisional Settlement.** Customer is hereby notified that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement; Customer acknowledges and agrees that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited, and Customer shall be considered not to have paid the Receiver the amount of the electronic funds transfer. Provident's payment of any debit Entry, returned credit Entry, or credit Reversal is provisional until Provident receives final settlement for the Entry or Reversal. If final settlement is not received, Provident is entitled to a refund and may charge Customer's Account for the amount previously credited. Provident may delay the availability of any amount credited for a debit Entry or a credit Reversal if Provident believes there may be insufficient funds in Customer's Account to cover any chargeback or return of the Entry or Reversal. Provident

may require a secured deposit or the personal guarantee of a principal or owner of Customer in the context of the foregoing.

14. **Pre-Funding.** Provident reserves the right to require Customer to pre-fund an Account maintained at Provident prior to the Settlement Date of a credit Entry or file or before crediting the Receiver's account in the case of an On-Us Transfer, at any time and without prior notice. Provident shall determine whether pre-funding is required based on criteria established from time to time by Provident with respect to Customer's use of the ACH Service with Provident. When Provident requires pre-funding, Customer shall maintain sufficient collected funds in its Account(s) to settle for the Credit Entries at the time the Credit Entries are originated by Customer and sent to Provident, and Provident shall not be obligated to process Entries on an Account unless sufficient collected funds are in the Account.
15. **Reserves.** From time to time, Provident shall evaluate Customer's Entry activity for the purpose of establishing averages for Entry frequency, amount, returns and adjustments. These evaluations will occur at least annually and may occur more frequently at Provident's discretion. In connection with these evaluations, Provident reserves the right to require Customer to establish reserves with Provident calculated by Provident to cover Customer's obligations to Provident arising from use of the ACH Service. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Provident's periodic evaluations. The amount of reserves required by Provident, if any, will be communicated directly to Customer from time to time. Customer agrees to establish reserves as required by Provident within five (5) Business Days after receipt of a communication from Provident setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. Provident may suspend the ACH Service if Customer fails to establish the required amount of reserves following communication of the reserve requirement by Provident. Customer agrees that Provident is permitted to hold the reserve amount for a reasonable period following termination of the ACH Service.
16. **Rejection of Entries.** Customer agrees that Provident has no obligation to accept Entries and therefore Provident may reject and refuse to accept any Entry issued by Customer for any reason. Provident shall have no liability to Customer for rejection of an Entry pursuant to this Agreement. Without limiting the foregoing, Provident may, in its sole discretion, refuse to process and reject any Entries under this Service if, in Provident's sole judgment: (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the Entry for any reason, (ii) to do otherwise would violate any limit set by the applicable Clearing House Association or any governmental authority or agency to control payment system risk, (iii) a credit Entry or the return of a Debit Entry would create an overdraft of Customer's Accounts; or (iv) the Entry is not of a type established for origination by Customer. Provident will endeavor to notify Customer as promptly as practicable if Provident rejects an Entry, but in no event will Provident have any liability to Customer for a failure or delay of any such notification, and Customer acknowledges that it is Customer's responsibility to monitor the processing or rejection of its Entries. Customer may not remake Entries except as prescribed by the Nacha Rules.
17. **Cancellation or Amendment by Customer.** Customer shall have no right to cancel or amend any Entry after its receipt by Provident. However, Provident may, at its option, accept a cancellation or amendment by Customer. If such a request is received by Provident before the Entry has been transmitted to the ACH processor (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), Provident may, at its option, use reasonable efforts to cancel or amend the Entry as requested, but Provident shall have no liability if the cancellation or amendment is not made. If Provident accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify and hold Provident harmless from and against any and all actions, costs, claims, losses, damages, or expenses, including expenses and reasonable attorney's fees, incurred by Provident as the result of its acceptance of the cancellation or amendment.

18. **Reversals of Entries.** General Procedure: Upon Customer's proper and timely request, Provident will use reasonable efforts to make a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) be accompanied by an ACH Adjustment Request Form and comply with all the Nacha Rules. In addition, if Customer requests reversal of a debit Entry or debit file, Customer shall concurrently deposit into Customer's Account an amount equal to such Entry or File. Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry. Under no circumstances shall Provident be liable to Customer for interest or related losses if the requested reversal of an Entry is not made. Customer shall reimburse Provident for any expenses, losses, costs, liabilities or damages Provident incurs in fulfilling or attempting to fulfill Customer's request for reversal of an Entry.
19. **Error Detection.** Provident has no obligation to discover, and shall not be liable to Customer, for errors made in any Entry submitted by or on behalf of Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI, or for errors in the amount of an Entry or with respect to the Settlement Date. Provident shall likewise have no duty to discover, and shall not be liable for, duplicate Entries issued by Customer. Provident and any receiving bank (including any beneficiary's bank and any intermediary bank) may rely on the account number or other identifying number of any bank, person, or bank account specified in the Entry, even if such numbers identify a bank, person or bank account different from the bank, person or bank account designated by name, and Customer's obligation to pay the amount of the Entry to the Bank is not excused in those circumstances. If Customer makes an error or issues a duplicate Entry, Customer shall indemnify and hold Provident harmless from and against any and all actions, costs, claims, losses, damages, or expenses, including expenses and reasonable attorney's fees, incurred by Provident as result of the error or issuance of duplicate Entries.
20. **Compliance with the Nacha Rules and Applicable Laws.** Customer's rights and obligations with respect to this ACH Service are governed by this Agreement, the Nacha Rules and other Applicable Laws. The Nacha Rules are updated annually, and can be accessed on Nacha's website at [www.nacha.org](http://www.nacha.org). Customer acknowledges receipt of a copy of, or availability of, the Nacha Rules, and warrants that it will review the Nacha Rules regularly to ensure ongoing compliance therewith. Customer agrees that it will comply with the Nacha Rules and other Applicable Laws, and that it will not transmit any Entry or engage in any act or omission that violates or causes Provident to violate the Nacha Rules or other Applicable Laws, including, without limitation, regulations of the Office of Foreign Asset Control ("OFAC"), sanctions or executive orders. Provident may terminate or suspend this Agreement upon written notice and identification of a breach by Customer of the Nacha Rules or Applicable Laws. Provident shall have the right to initiate an audit of Customer's procedures for compliance with this Agreement, the Nacha Rules and Applicable Laws, upon written notification to Customer. Provident shall not be required to execute an ACH transaction if Provident believes in good faith the transaction is inconsistent with the Nacha Rules or Applicable Laws. Customer shall be solely liable for any fines or penalties imposed by OFAC, Nacha or any other regulatory or rule-making organization, or any government or government agency, because of Customer's use of the ACH Service, and Customer agrees to fully reimburse Provident for, and indemnify Provident against, any such charge or fine.
21. **Prohibited Entries.** Customer agrees not to use or attempt to use the ACH Service (i) to engage in any illegal purpose or activity or to violate any Applicable Laws, (ii) to breach any contract or agreement by which Customer is bound, (iii) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iv) to engage in any activity or submit any type of Entry that is restricted or not specifically authorized and permitted by this Agreement, including, but not limited to, International ACH Entries (IATs) or Entries that are restricted by type of Receiver. Customer acknowledges and agrees that Provident has no obligation to monitor Customer's use of

- the ACH Service for Entries and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Provident reserves the right to decline to execute any Entry or activity that Provident believes violates the terms of this Agreement.
22. **Pre-Notification.** Customer, at Customer's option, may send pre-notification that Customer intends to initiate an Entry or Entries to a particular Account within the time limits prescribed for such notice in the Nacha Rules. Such notice shall be provided to Provident in the format and on the medium provided in the Nacha Rules. If Customer receives notice that such pre-notification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by Customer's client, Customer will not initiate any corresponding Entries to such Accounts until the cause for rejection has been corrected or until Customer has provided the RDFI with such authorization within the time limits provided by the Nacha Rules.
  23. **Returned Entries.** Provident shall notify Customer by email of the receipt of a returned Entry within the time frame indicated in Provident's procedures. Provided that Provident has complied with the terms of this Agreement, Provident shall have no liability for any actual or alleged delay in providing the foregoing notice, nor shall the Bank be liable in any way to Customer or any other party as to any returned Entry. Except for an Entry retransmitted by Customer in accordance with the requirements provided herein, Provident shall have no obligation to retransmit a returned Entry if Provident complied with the terms of this Agreement with respect to the original Entry. Provident shall monitor Customer return activity and may request proof of Authorization Agreement for any Entry. If Provident deems that Customer has excessive returns, Provident may terminate Customer's ability to submit Debit Entries immediately.
  24. **Entries Returned as Unauthorized; Unauthorized Rate.** If an Entry is returned as unauthorized or authorization revoked, Customer will contact the necessary parties and resolve any dispute. During this process, Customer may ask Provident to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Provident will make its best effort to obtain the form and will deliver it to Customer when received. Customer agrees not to re-originate any transaction returned as unauthorized or as authorization revoked unless and until the Receiver reauthorizes the Entry or Entry stream. In the event the rate of unauthorized transactions exceeds the permissible limit based on the calculations noted in the Rules, Customer will share the data requested by Provident based on the Rules and will immediately begin the process of bringing the rate below that threshold.
  25. **Notification of Change (NOC).** Provident shall provide Customer all information, as required by the Nacha Rules, with respect to each NOC Entry or corrected NOC Entry received by Provident relating to Entries transmitted by Customer. Customer shall ensure that changes requested by the NOC or corrected NOC are made as required by the Nacha Rules following Customer's receipt of the NOC information from Provident, or prior to initiating another Entry to the Receiver's account, whichever is later. If the NOC is incorrect, Customer will notify Provident and Provident will generate a refused NOC.
  26. **Records Retention.** Customer agrees to be bound by and comply with all applicable provisions of the Nacha Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibility to retain all items, source documents, and records of authorization. Upon request, Customer shall immediately furnish an original or copy of any of the foregoing to Provident.
  27. **Customer Representations and Warranties.** With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Provident and agrees that (i) each person or entity shown as the Receiver on an Entry received by Provident from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by Provident as provided herein, (iii) Entries transmitted to Provident by Customer (including any Authorized Representative or TPSP) are limited to those types of Entries permitted by Provident and are accurate and complete, (iv) Customer shall perform its obligations under this Agreement in

- accordance with all the Nacha Rules and Applicable Laws, (v) Customer shall transmit Entries only as to Customer's Account(s) and not as agent or on behalf of any other party, and Customer will notify Provident of Customer's use of any TPSP for the ACH Service, and Customer shall be responsible for the acts of such TPSP as the actions or omissions of Customer, and (vi) any Entry submitted to Provident by Customer or on behalf of Customer by a TPSP in accordance with these ACH Service terms and conditions authorizes Provident to execute such Entry.
28. **Specific Rights of Provident to Suspend or Terminate ACH Service.** In addition to its rights to terminate or suspend the ACH Service under terms located elsewhere in this Agreement, Provident may immediately suspend or terminate the ACH Service in the event that Provident believes, in good faith, that: (i) Customer has failed, or will fail to comply the ACH Service terms and conditions or Applicable Laws, (ii) the risk of providing the Service to Customer is unacceptable to Provident or any other party, or (iii) actions taken or instructions submitted by Customer would result in Provident's violation or non-compliance with Applicable Laws.
29. **Limitation of Liability and Indemnity.** In addition to (and not in replacement of) other limits on Provident's liability elsewhere in this Agreement, Provident's liability to Customer resulting from a delay in executing, improper execution of, or failure to execute an Entry shall be limited to an amount equal to interest losses attributable thereto. In addition to (and not in replacement of) Customer's indemnification obligations elsewhere in this Agreement, Customer shall indemnify and hold harmless Provident, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including reasonable attorney's fees, resulting from or arising out of (i) any breach of any of the agreements, representations or warranties of Customer contained in these terms and conditions or (ii) any act or omission of Customer, its TPSP or any other person acting on Customer's behalf with respect to the use of the ACH Service.
30. **Financial Information and Audit.** As an ODFI, Provident must make certain warranties on behalf of Customer in its use of the ACH Network; specifically, Provident must assure that Customer's Entries are financially sound. Accordingly, Provident must approve Customer's ACH limit(s) and may from time-to-time request information from Customer to evaluate Customer's financial soundness, its use of the ACH Service and/or the adjustment of Customer's ACH limit(s). Customer agrees to promptly provide any such requested financial information in the form required by Provident. Customer authorizes Provident to review, at any time, any information provided by Customer in connection with this Agreement or the Service. Upon request by Provident, and subject to Customer's physical and logical security procedures, Customer hereby authorizes Provident, and those government agencies that regulate Provident, to enter Customer's business premises for the purpose of verifying Customer's compliance with this Agreement. Customer specifically authorizes Provident and its agents to perform audits of Customer's operational controls, information security controls to maintain the confidentiality of sensitive information, risk management practices, training and ongoing support programs, and Customer's information technology infrastructure. Customer hereby acknowledges and agrees that Provident shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Provident to review available reports of independent audits performed at Customer's location related to information technology, the ACH Service and any associated operational processes, and authorizes Provident to obtain credit reports on Customer in and its discretion. Customer agrees that if requested by Provident, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Provident in an audit of Customer.

## B. Funds Transfer Service (Wires)

This Funds Transfer Service allows you to initiate wire transfers ("Funds Transfers") in-person, by fax or through Online Business Banking. Subject to the limits and obligations set forth herein, Funds Transfers may be made to parties in the United States (in US Dollars) and in countries worldwide (in US Dollars or other available currencies).



1. **Outgoing Wires.** Customer authorizes and directs Provident to honor and act upon all Funds Transfer instructions received by Provident. Instructions received by Provident shall be deemed delivered by Customer. Provident is not obligated to honor Funds Transfer requests and has the right to reject any Funds Transfer request for any reason the Bank determines in its sole discretion including, but not limited to, insufficient funds, Provident's inability to verify the authenticity of the Funds Transfer request or Provident's inability to execute the Funds Transfer for any reason beyond the Bank's control. If Provident determines not to honor a Funds Transfer Request, Provident will endeavor to notify you, but shall have no liability for delay or failure to do so.

PROVIDENT SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS SUSTAINED BY CUSTOMER OR ANY THIRD PARTY FOR PROVIDENT'S REFUSAL, FOR ANY REASON, TO HONOR A REQUEST FOR A FUNDS TRANSFER.

2. **Foreign Wires.** Foreign Funds Transfer Payment Orders may be delivered (a) in-person to a Provident Branch, (b) by fax or (c) through Online Business Banking. Foreign Funds Transfer Payment Orders delivered in-person to a branch or by fax may be sent in US Dollars or a foreign currency; Foreign Funds Transfer Payment Orders delivered through Online Business Banking may be sent in US Dollars only. Foreign Funds Transfers may be subject to delays, charges imposed by other banks, and changes in foreign currency exchange rates.
3. **Returned Wires.** Provident will endeavor to notify you promptly if a Funds Transfer is returned to the Bank after its execution but shall have no liability by reason of our delay or failure to do so. Provident shall have no obligation to resend a Funds Transfer if we comply with the original Funds Transfer request and such Funds Transfer is returned to us.
4. **Incoming Wires.** Provident has no responsibility to accept any incoming Funds Transfer for Customer's benefit, and Provident reserves the right to reject any incoming Funds Transfer for any reason. In such event, Provident will use reasonable efforts to attempt to communicate its decision to Customer within a reasonable time by telephone or other appropriate means.
5. **Compliance with Applicable Laws.** Customer agrees to comply with all Applicable Laws, including payment system rules, governing Customer's Funds Transfer.
6. **Cut-Off Time and Delays.** If a Funds Transfer instruction is received by Provident after Provident's processing cut-off time, or on a day other than a Business Day, Provident shall process that instruction on the next Business Day.

**Funds Transfer cut-off time:** 5:00 p.m. ET each Business Day.

PROVIDENT SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS SUSTAINED BY CUSTOMER OR ANY THIRD PARTY FOR ANY DELAY, FOR WHATEVER REASON, IN FULFILLING A REQUEST FOR A FUNDS TRANSFER.

7. **Canceling Wire Transfer Requests.** Customer does not have the right to cancel or amend a Funds Transfer request after it is received by Provident. Provident may, in its sole discretion, use reasonable efforts to act on the Customer's Funds Transfer cancellation or amendment request, but shall have no liability if such cancellation or amendment is not made. Customer agrees to indemnify and hold Provident harmless from any and all liabilities, costs and expenses Provident may incur in attempting to cancel or amend any Funds Transfer.
8. **Provident's Right to Verify.** Prior to processing a Funds Transfer request, Provident, in its sole discretion, may require a verification of the request that extends beyond the verification required by its Security Procedures. Any such verification may be conducted in any manner determined by Provident in its sole discretion. If Provident determines to conduct such a verification, Provident will complete the verification to its satisfaction prior to executing the Funds Transfer and will not be liable for any loss resulting from any delay in execution.

9. **Clearing.** Customer hereby expressly authorizes Provident, when executing Funds Transfers, to use correspondents, branches, agents, subagents, or other agencies (hereafter collectively called "Drawee") at Provident's discretion. Upon Provident's credit to Drawee, the amount credited shall be regarded as being held by Provident in all respects for the account of the Drawee as subject to its order and control. No liability shall attach to Provident or to such Drawee for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully exercised by any de facto or de jure government or governmental agency, or in consequence of any delays, mistakes, interruptions, omissions, mutilations, errors, defaults, losses or destruction of any kind in connection with the transmission of messages (including, but not limited to Fedwire, CHIPS, SWIFT, or other electronic or telecommunication methods), or in consequence of any other acts, omission or causes beyond the control of Provident or such Drawee, all such risks being expressly assumed by Customer. Customer agrees to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws of any country involved in the transaction. Customer agrees to comply with the authorization and notice requirements applicable to any instruction to debit another person's account.
10. **Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions.** Customer agrees to comply with all Anti-Money Laundering and Exchange Control laws and regulations, including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC), in relation to any Funds Transfer, and Customer will use all reasonable endeavors to assist the Bank to do likewise. Customer warrants that the information Customer provides Provident is accurate. Provident may disclose any such information Provident believes necessary or desirable to disclose but will only disclose confidential information if required by applicable law. If a legal, regulatory or governmental authority requires additional information, whether in respect of individuals, entities or transactions, Customer agrees to supply promptly such additional information.

If Provident believes in good faith that Customer has violated any law or regulation referenced in the foregoing paragraph, Provident may retain any funds transmitted to the Bank and/or not fulfill any Funds Transfer request if Provident is required to take or refrain from taking such action by any legal, regulatory or governmental authority, and Provident will owe no interest on any funds retained. In the case of the foregoing Provident may pay such funds to the appropriate legal, regulatory or governmental authority, when required by law.
11. **No Obligation to Confirm Receipt of Funds.** Provident shall not be obligated to obtain receipt of any Funds Transfer by payee or beneficiary. Provident shall not be responsible for the failure of the Drawee to identify the payee or person entitled to the payment of funds, for any acts or failures to act on the part of the Drawee, or for failure of the funds to reach the payee or beneficiary.
12. **Right to Rely on Unique Identifier.** If Customer issues a Payment Order which identifies any party by both name and a unique numeric or alpha-numeric identifier (CHIPS UID, Fedwire RN, SWIFT BIC, ABA account number) then Provident, and any other bank participating in the Funds Transfer, may rely solely on the unique identifier, even if it identifies a party different than a party named within the instruction. In the event of any loss, liability, expense or damage arising out of an inconsistency between the name and identifying number of any credit party in a Payment Order issued in the name of Customer, Customer shall be solely responsible for, and hold Provident harmless from and indemnify it against, any such loss, liability, expense or damage.
13. **Foreign Exchange.** For any incoming or outgoing Funds Transfers involving non-U.S. Dollars, foreign exchange rate quotes provided by Provident may not be considered a foreign exchange contract or guaranteed unless Provident provides Customer with a written notice that a contract or guarantee applies. Foreign exchange rates constantly change due to market conditions and may vary based upon the currency, transaction amount, time of day, market volatility, liquidity and/or other factors influencing pricing of such currency, and Customer acknowledges and accepts the risk of such fluctuations. Further, the exchange rate used for each transaction will be based upon normal retail

- exchange rates reflecting market conditions, which will be different from wholesale (bank-to-bank) published rates. Provident shall debit Customer's Account by the U.S. dollar equivalent at Provident's then prevailing exchange rates for foreign currency transferred. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations. Any transfer expressed to be payable in a foreign country in U.S. dollars may be made by Provident in U.S. Dollars, but such transfer may, under the laws, regulations, or customs of such foreign country, be payable only in the currency of the country at the Drawee's or its payment correspondent's buying rate for such items at the time of the presentation or demand. If a transaction involves a currency other than the currency in which the relevant account is denominated, Customer's funds will be exchanged for such other currency at a rate of exchange determined as described above on or before the transfer or debit date. Provident is not responsible for, and Customer accepts the risk of, losses incurred because of the foreign exchange rate applied to the conversion from U.S. Dollars to foreign currency.
14. **Refunds.** Under no circumstances shall there be any obligation or liability on the part of Provident to make a refund in connection with any transaction hereunder until Provident receives confirmation satisfactory to Provident, in its sole opinion, that payment of the transfer has been effectively stopped by Provident and Provident obtains from the Drawee the corresponding refund or right to dispose of any funds allocated to such transaction. In no event shall any such refund by Provident exceed the market value in New York of the amount of foreign currency involved at the time of such refund or right to disposal of funds, less any charges or expenses of Provident and the Drawee.
  15. **Security Procedures.** Customer agrees to use the Security Procedures to confirm the validity of all Funds Transfer requests. Customer acknowledges that the Security Procedures are not designed to detect errors in the content of the Funds Transfer request or to prevent duplicate transfers. Some elements of the procedures will vary depending upon the method used to initiate a Funds Transfer. Customer agrees that any Funds Transfer request which Provident acts upon in good faith in compliance with the Security Procedures, whether in fact authorized by Customer, shall constitute an authorized Funds Transfer for which Customer is responsible.
  16. **Customer's Liability.** Customer is solely responsible for keeping the Security Procedures confidential, and the devices and systems it uses to request funds transfers secure and protected from unauthorized use or access. Customer will be liable for all unauthorized Fund Transfers that occur on any Account because of any compromised Security Procedure, device or system until such time that Provident has received notification of and has had a commercially reasonable opportunity to respond to, such compromise. If Customer or its Authorized Representative provides another person with Security Procedures and/or access to any device or system used to request funds transfers, Customer will be responsible for all resulting funds transfers.
  17. **Provident Shall Act upon Instructions.** Provident shall act upon any instructions (including telephonic and/or electronic instructions) believed by Provident in good faith to have been given by Customer's Authorized Representative and shall not be liable to Customer or any other party for any loss or liability resulting from its execution of such instructions.
  18. **Provident's Liability.** Except as expressly set forth in the "Additional Terms Applicable to All Services" section of this Agreement, neither the Bank nor any of its directors, employees, affiliates or agents shall be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages, arising directly or indirectly from any use, or attempted use, of Provident's Funds Transfer Service. The foregoing limits on Provident's liability are in addition to (and not in replacement of) other limits on Provident's liability elsewhere in this Agreement.
  19. **Indemnification.** Except to the extent of Provident's liability expressly set forth in the "Additional Terms Applicable to All Services" section of this Agreement, Customer agrees to indemnify, defend and hold Provident harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal, arising directly or indirectly from any use, or attempted use, of Provident's Funds Transfer Service. Customer specifically agrees to indemnify

the Bank for, and hold it harmless against, any loss arising out of incomplete, ambiguous, or incorrect Customer instructions. The foregoing indemnification obligations are in addition to (and not in replacement of) Customer's indemnification obligations elsewhere in this Agreement.

### C. Target Balance Account Service

This Target Balance Account Service permits Provident to automatically transfer funds between a parent account ("Parent Account") and a subsidiary account ("Target Balance Account") with Provident in the manner described as follows.

- 1. Parent Account.** Subject to this Agreement, Provident will transfer funds into or out of the Target Balance Account to maintain the designated balance in the account at the close of each business day. Each Target Balance Account will be linked to a Parent Account from which available funds will be transferred to the Target Balance Account to pay checks, transfers and other debits (collectively "Debits"). The Parent Account may be linked to multiple Target Balance Accounts.
- 2. Debits from Target Balance Accounts.** When a Target Balance Account does not have sufficient available funds to pay all Debits, Provident will automatically transfer to the Target Balance Account available funds from the Parent Account. In the event there are insufficient available funds in a Parent Account, Provident reserves the right, in its sole discretion, to pay or return Debits. If Provident pays any Debit that overdraws a Target Balance Account (due to insufficient available funds in the linked Parent Account), the payment of a Debit will result in a negative balance in the linked Parent Account.
- 3. Funds in Excess of Target Balance.** At the close of each business day, Provident will automatically transfer to the Parent Account any excess available funds in a Target Balance Account.
- 4. Multiple Target Balance Accounts.** If more than one Target Balance Account is linked to a Parent Account, Provident will transfer available funds from the Parent Account to cover Debits from all linked Target Balance Accounts prior to making transfers from the Parent Account to restore the Target Balance in the Accounts. If there are insufficient available funds in the Parent Account to cover all Debits from all linked Target Balance Accounts, Provident reserves the right, in its sole discretion, to (a) pay or return any Debits, and (b) advance funds to restore the Target Balance of any one or more of the Target Balance Accounts.

### D. Repurchase Agreement Sweep Service

This Repurchase Agreement Sweep Service, also known as an "Investment Sweep Service," automatically sweeps funds from your Main Operating Account to a non-deposit account linked to your Main Operating Account ("Investment Account").

- 1. Target Balance.** Customer has designated a specific Collected Balance in the Main Operating Account ("Target Balance"). Subject to Provident's approval, Customer may change the Target Balance upon submission of proper documentation and acceptance by Provident.
- 2. Investment Sweep.** Provident will determine the Collected Balance in the Main Operating Account at the end of each Business Day. If the Collected Balance in such account exceeds the Target Balance, the excess funds will be swept automatically into the Investment Account where they will be invested in Securities under one-day Repurchase Agreements until the Business Day on which the Collected Balance in the Main Operating Account falls below the Target Balance, at which time funds from the Repurchase Agreement maturing that day will be swept automatically from the Investment Account into the Main Operating Account in an amount sufficient to return the account's Collected Balance to the Target Balance.
- 3. Interest Rate.** Interest shall accrue and shall be posted to the Investment Account monthly. Interest paid by the Bank under Repurchase Agreements is not related to nor equal to the income paid or distributed on or in respect of the Securities; rather, interest paid on Repurchase Agreements will be set by Provident in and at its sole discretion.

- 4. Customer's Purchase and Bank's Repurchase of Securities.** Customer hereby instructs and authorizes Provident to link the Main Operating Account to a non-deposit Investment Account to hold an undivided ownership interest in qualifying securities issued by the federal government of the United States, or securities where principal and interest payments are guaranteed by the federal government of the United States or one of its agencies ("Securities"). Customer hereby instructs and authorizes Provident to automatically use all funds available for investment in Customer's Investment Account on any Business Day to purchase an undivided interest in Securities from Provident ("Purchased Securities") subject to Provident's agreement to repurchase these securities on the next Business Day at the exact price (the "Repurchase Price") at which Customer bought the Purchased Securities from Provident on the prior Business Day (this one-day purchase and sale arrangement herein referred to as a "Repurchase Agreement" and the underlying transactions herein referred to as a "Repurchase Transactions"), with the proceeds of such sale credited to Customer's Investment Account. Provident may satisfy its repurchase obligation using either its own assets or the proceeds from the sale, redemption or maturity of the Purchased Securities. Customer may not transfer or assign its interest in any Repurchase Agreement or in Purchased Securities, or use either as collateral security for any debt, in whole or in part, without the Provident's prior written consent.
- 5. Market Value of Purchased Securities.** The market value of the Purchased Securities on the day of each Repurchase Agreement shall equal or exceed the principal amount of Customer's ownership interest in such securities. The market price of the Purchased Securities may change after the day of Customer's purchase, but any such change will not affect Provident's obligation to repurchase and pay for, nor Customer's obligation to sell, Customer's ownership interest in the Purchased Securities at the Repurchase Price.
- 6. Notices.** Notice of all transactions occurring under this Agreement shall be detailed on Customer's monthly Account statements. In addition, a daily confirmation ("Confirmation") confirming the Repurchase Transactions will be, at Customer's option, (a) mailed by U.S. Postal Service or (b) sent electronically. In the event of any conflict between the terms of a Confirmation and this Agreement, this Agreement shall prevail. Unless Customer objects to a Confirmation promptly, and in no event later than the end of the Business Day following Customer's receipt thereof, the Confirmation and this Agreement together shall constitute conclusive evidence of the terms agreed to by Provident and Customer with respect to a Repurchase Transaction.
- 7. Segregation and Substitution.** The Purchased Securities shall be segregated from other securities of the Bank in the Bank's possession, custody, or control, and shall be identified as Customer's securities. Segregation may be accomplished by appropriate indication on the books and records of the Bank. Provident is not permitted to substitute other securities for the Purchased Securities.
- 8. Required Disclosure for Transactions where Seller Retains Custody of Purchased Securities.** The Bank is not permitted to substitute other securities for Purchased Securities and therefore waives any rights to substitution as described in the following required disclosure:

*The Bank is not permitted to substitute other securities for those subject to this section and therefore must keep Purchased Securities always segregated, unless in this Agreement Customer grants the Bank the right to substitute other securities. If Customer grants the right to substitute, this means that Purchased Securities will likely be commingled with the Bank's own securities during the trading day. Customer is advised that, during any trading day that Purchased Securities are commingled with the Bank's securities, they may be subject to liens granted by the Bank to third parties and may be used by the Bank for deliveries on other securities transactions. Whenever the Purchased Securities are commingled, the Bank's ability to re-segregate substitute securities for Customer will be subject to the Bank's ability to satisfy any lien or to obtain substitute securities.*
- 9. Reconciliation.** Provident shall not be responsible for reconciling any Customer accounts, including but not limited to the Main Operating Account. Upon Customer's request, Provident, at its option and at a fee determined in its discretion, may assist Customer in reconciling its Main Operating Account.

- 10. Provident's Security Interest and Overdrafts.** Customer agrees that Provident shall have a security interest in Customer's interest in any Purchased Securities or the proceeds thereof to the extent any Customer Account is overdrawn, whether or not the Account overdrawn is Customer's Main Operating Account and may at its sole discretion and without notice use such interest or proceeds to satisfy Customer's obligation to reimburse Provident for such overdraft in any such account.
- 11. Purchase and Sale, Security Interest.** Although the parties intend that all Repurchase Transactions hereunder be deemed purchase and sale transactions pursuant to Repurchase Agreements, and not loans, in the event any Repurchase Transaction is determined to be a loan, Provident shall be deemed to have pledged, and to have granted a security interest in, the Purchased Securities subject to such transaction, and all proceeds thereof, to Customer as security for Provident's performance of its obligations pursuant to such transaction.
- 12. Bank as Agent, Authority to Appoint Agents.** Customer irrevocably appoints Provident under the terms of this Agreement as its agent to act on its behalf, on a hold-in-custody basis, to retain custody and exercise direction and control of the Purchased Securities, including without limitation affecting debits and credits to Customer accounts and executing the purchase and sale of Purchased Securities. Provident is authorized to appoint agents to assist Provident in the performance of its obligations hereunder.
- 13. Provident's Failure to Perform, Customer's Demand for Delivery.** In the event Provident fails to perform its obligations under these Repurchase Agreement Sweep Service terms and conditions, or under any Repurchase Agreement, Provident shall, at Customer's request, sell Purchased Securities subject to any Customer Repurchase Agreement and use the sale proceeds to satisfy Provident's obligations to Customer under these Repurchase Agreement Sweep Service terms and conditions or such Repurchase Agreement.

In the event Customer demands delivery of Purchased Securities subject to a Repurchase Agreement for any reason, in lieu of delivering such securities Provident shall be entitled to repurchase the securities from Customer at the Repurchase Price and shall have no obligation to deliver the Purchased Securities to Customer.

- 14. Single Legal Relationship.** Provident and Customer agree that all Repurchase Agreements hereunder, whether as to one Account or across multiple Accounts, are linked together to form a single legal relationship, and each party acknowledges that the other enters into such Repurchase Agreements in reliance upon this single legal relationship. Accordingly, Provident and Customer agree (1) that a default under any Repurchase Agreement shall constitute a default under all Repurchase Agreements, (2) that either party may use property it holds on behalf of the other under one Repurchase Agreement to satisfy claims arising out of a default by the other party with respect to another Repurchase Agreement, and (3) that payments, deliveries and other transfers made by either party in respect of one Repurchase Agreement shall be deemed to have been made in respect of any other Repurchase Agreement, with the obligations to make any such payments, deliveries and other transfers to be applied against each other and netted to the maximum extent permitted under Applicable Law.
- 15. Required Disclosure Relating to Certain Federal Protections.** FUNDS HELD BY PROVIDENT PURSUANT TO A REPURCHASE AGREEMENT COVERED BY THIS AGREEMENT ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC").

CUSTOMER FURTHER ACKNOWLEDGES THAT IN THE EVENT OF PROVIDENT'S FAILURE THAT CUSTOMER WILL BE THE OWNER OF, OR WILL HAVE A SECURITY INTEREST IN, THE PURCHASED SECURITIES, OR THE PURCHASED SECURITIES WILL BE SOLD UNDER THE TERMS SET FORTH HEREIN TO RE-CREDIT THE AMOUNT OF SUCH PURCHASED SECURITIES TO CUSTOMER. THE CUSTOMER MAY BECOME AN UNSECURED CREDITOR OF THE BANK IF THE MARKET VALUE OF THE PURCHASED SECURITIES FALLS BELOW THE PURCHASE PRICE PLUS ACCRUED INTEREST.

16. **Offset.** Nothing contained in this Agreement shall be construed or interpreted to limit, restrict or impair Provident's ability to exercise its offset rights against funds in the Main Operating Account following a default by Customer under the Loan Documents.
17. **Termination.** In addition to the termination rights set forth in this Agreement, either party may terminate the services hereunder immediately by giving prior notice in writing to the other party. Notice is effective upon receipt; provided, that Provident shall have a commercially reasonable amount of time to act upon Customer's notice of termination. Upon termination, Provident shall transfer all of Customer's funds in the Investment Account to the Main Operating Account.

## E. Loan Sweep Service

This Loan Sweep Service creates an automated sweep arrangement between a deposit account and a line of credit for purposes of initiating principal advances or repayments against a line of credit.

1. **Main Operating Account.** Customer has designated a specific Collected Balance in the Main Operating Account ("Target Balance").
2. **Loan Sweep.** At the end of each Business Day, Provident will determine the Collected Balance in the Main Operating Account. If the Collected Balance in the Main Operating Account exceeds the Target Balance, the excess funds will be applied as a principal payment to the Loan. If the Collected Balance in the Main Operating Account is less than the Target Balance, a principal advance against the Loan will be applied to the Main Operating Account. Provident will make advances in accordance with the terms and conditions of the Loan Documents, including but not limited to restrictions on the amount available for advances. Unless in conjunction with the exercise by Provident of its offset rights following a default under the Loan Documents, Collected Balances in excess of the Target Balance shall not be used to pay interest on the Loan.

The automatic advance and repayment feature is requested by and for the benefit of Customer. Customer represents and warrants that Provident is carrying out Customer's request and is not exercising any control over Customer's business or making any management decisions by providing Customer with the Service.

3. **Offset.** Nothing contained in this Agreement shall be construed or interpreted to limit, restrict or impair Provident's ability to exercise its offset rights against funds in the Main Operating Account following a default by Customer under the Loan Documents.
4. **Termination.** Customer may only terminate this Service pursuant to the termination rights set forth in this Agreement if such termination is permitted by the Loan Documents.

## F. Hybrid Sweep Service (Loan and Investment Sweeps)

This Hybrid Sweep Service creates an automated two-level sweep arrangement between a deposit account, a line of credit and Repurchase Agreements for purposes of initiating (1) principal advances and repayments against a line of credit and (2) investments into and repayments from Repurchase Agreements.

1. **Main Operating Account.** Customer has designated a specific Collected Balance in the Main Operating Account (as above, "Target Balance").
2. **Two Level Sweep from Main Operating Account.** At the end of each Business Day, Provident will determine the Collected Balance in the Main Operating Account. If the Collected Balance in the Account exceeds the Target Balance, the excess funds will be applied first as a principal payment against the outstanding principal balance of the Loan under Section E, above, and second to an investment in a Repurchase Agreement under Section F, above.
3. **Two Level Sweep to Main Operating Account.** At the end of each Business Day, Provident will determine the Collected Balance in the Main Operating Account. If the Collected Balance in the Account is less than the Target Balance, funds from the Repurchase Agreement maturing that day will

be repaid to and remain in the Account to the extent required to return the Collected Balance to the Target Balance. To the extent any additional funds are required to return the Collected Balance to the Target Balance, an automatic principal advance against the Loan will be applied to the Main Operating Account under Section E, above.

## G. Check Positive Pay Service

This Check Positive Pay Service provides a payment application service designed to assist with managing the risk of unauthorized check transactions in Customer's designated deposit Account(s) maintained with Provident.

The Check Positive Pay Service is a tool that Customer may select for eligible Accounts to help manage and control risks associated with the payment of checks and drafts ("**Items**") presented against Customer's accounts by enabling Customer to decide which checks are to be paid or returned.

### 1. Duties and Responsibilities of Provident

- a. **Review.** Provident will conduct an automated review of the checks presented for payment against the outstanding issued item list for the relevant Account. Provident will pay all such checks that match (i) the serial number and (ii) dollar amount in the outstanding issued item list for that account. If a check is rejected, Provident may, at its discretion, attempt to review the check manually and repair any damage to the MICR line. Rejected Checks will be sent to the Customer to decision.
- b. **Processing.** Provident will process pay/return decisions submitted by Customer through Online Business Banking prior to the cut-off time. If Customer does not provide pay/return decisions on exception items prior to the agreed upon cut-off time, the Service will default to either (a) "Return All" exception items to payee's presenting financial institution or (b) "Pay All" exception items, depending on Customer's default decision.

### 2. Duties and Responsibilities of Customer

- a. **Use of the Service.** Customer shall log in to Online Business Banking regularly (and, in any event, daily) to obtain accurate information regarding its Account. Customer shall designate individuals within Online Business Banking to make pay/return decisions. Customer shall submit issued items or files through Online Business Banking in the manner and format acceptable to Online Business Banking.
- b. **Check Issue File.** Customer shall submit a file of issued Checks ("**Check File**") to Bank on every banking day that Customer issues Checks. Each Check File shall be submitted in compliance with the formatting, content, and other requirements. Customer represents and warrants that each Item entry included in the Check File (each a "**Check Entry**"; multiple "**Check Entries**") is accurate and complete.
- c. **Inability to Access the Service.** If on any Business Day, Customer cannot access the Service for any reason, Customer may call Provident Bank Customer Support at 732-590-9288, option 3, between the Review Time and the Cut-Off time, to indicate which items should be paid and which items should be returned.
- d. **Returned Items.** When a return decision on a check occurs, the check will be returned to the bank of first deposit. Customer understands and agrees that Provident cannot return checks that have been cashed over the counter or otherwise paid prior to a pay or return decision.
- e. **Customer Liability.** Customer will incur all liability for any loss if it fails to comply with the delivery or input of issued file or items, submits or inputs items that contain errors, and/or does not review daily exception items and/or make pay/return decisions on a timely basis. Provident will not be liable for any claims made by Customer or any other party in the event of a returned item resulting from the foregoing.



**3. Review and Cut-off Times.** The Review and cut-off times for Check Positive Pay are as follows:

**Review Time:** Exception items will be available for review within Online Business Banking by 9:30 a.m. ET on each Business Day.

**Cut-off Time:** The cut-off time for pay/return decisions on exception items is 3:30 p.m. ET on each Business Day.

**4. Check Exceptions.** Each Business Day, Bank will make available to Customer any items (i.e. checks) presented against Account(s) on the previous Business Day that (a) are missing or inconsistent with the File provided by Customer based on check/transaction number and/or amount; and/or payee discrepancies (b) are stale-dated (i.e., loaded into the Online System more than six (6) months prior). Exceptions must be decided “pay” or “return” through Business Online Banking or Mobile Banking by Customer no later than 3:30 pm ET of the Banking Day on which these items were made available.

If Customer fails to apply “Pay” or “return” decisions by the above deadline. Any Exception item not indicated will be decided based on the customers default – “pay” or “return - Refer to Maker.”

**1. Stop Payment.** The Positive Pay Services shall not be used as a substitute for Bank’s stop payment service. Customer agrees to follow Bank’s standard stop payment procedures if it desires to return a matching Check that was issued. Checks returned with a return reason of payment stopped will be subject to the stop payment charges as disclosed in the Business Fee Schedule.

## H. Payee Verification (Payee Match)

Payee Verification is an add-on feature to Check Positive Pay Service for eligible checks. Payee Verification requires Customer to include the Payee name (or names if there is more than one payee) in addition to the check serial number, date and dollar amount as part of the outstanding issued item list for verification. Customer assumes full responsibility for the timely and accurate submission of the issued items list for the Account. Checks presented to Provident that are drawn on the Account that do not match will be sent to the Customer to decision.

In reliance on the payee information provided by Customer, each Business Day Provident will make reasonable efforts to report to Customer any payee names that do not match the issued item list for that day’s presentment. Customer acknowledges that Provident is unable to validate payee information for electronically converted items presented to Provident for payment.

For the avoidance of doubt, the Payee Match feature will only recognize payee name inscriptions that are legible to the Systems. Bank disclaims any and all liability arising from Check Exceptions that occur as a result of payee name inscriptions rendered illegible by the Systems, including, without limitation, illegibility arising from smears, smudges, irregular font types, ink that is too faded or ink that is too dark.

### 1. Check Standards

- a. **Minimum Check Standards and Specifications.** Customer will ensure that all issued checks meet the minimum standards established by ANSI with respect to character position and formation, including MICR encoding, specifications and paper weight requirements.
- b. **Entries.** The Positive Pay Services will not identify checks that have converted to Entries as Exceptions. The Nacha Rules allow the conversion of business checks if they meet the standards published in the Nacha Rules. Customer is responsible for assuring that its checks meet these standards to utilize the Services. If a check has been improperly converted to an Entry, contact Bank immediately.

In addition, if the customer authorizes the payment of an exception item using Positive Pay with Payee Verification and the customer subsequently determines that the item was forged, counterfeit, or fraudulent, the customer shall be liable for any losses resulting from such payment.

## I. ACH Positive Pay Service

This ACH Positive Pay Service provides a payment application service designed to assist with managing the risk of unauthorized Automated Clearing House (“ACH”) transactions in Customer’s designated deposit Account(s) maintained with Provident.

### 1. Duties and Responsibilities of Provident

- a. **Review.** Provident will conduct an automated review of the ACH debits presented for payment against the authorized ACH Company IDs entered by Customer for the relevant Account. Provident will pay all such ACH debits that match (i) the ACH Company ID and (ii) allowed dollar amount authorized for that account. ACH debits that do not match will be sent to the Customer to decision.
- b. **Processing.** Provident will process pay/return decisions submitted by Customer through Online Business Banking prior to the cut-off time. If Customer does not provide pay/return decisions prior to the cut-off time, the Service will default to “Return All” items to payee’s presenting financial institution as “Not Authorized.”

### 2. Duties and Responsibilities of Customer

- a. **Use of the Service.** Customer shall log in to Online Business Banking regularly (and, in any event, daily) to obtain accurate information regarding its Account. Customer shall designate individuals within Online Business Banking to make pay/return decisions. Customer shall establish and maintain, within the Managed Payment Rules module of Online Business Banking, the following information (“ACH Positive Pay Information”) for all expected ACH debits: authorized ACH Company ID’s, SEC codes, amount ranges and valid authorization dates.
- b. **Customer Responsible for Information.** Customer is solely responsible for maintaining and updating the information for authorized ACH Company ID’s as it deems appropriate and is solely responsible for the accuracy of all such information. If Customer does not establish and maintain information for authorized ACH Company ID’s, all ACH debits received will require pay/return decisions.
- c. **Inability to Access the Service.** If on any Business Day, Customer cannot access the Service for any reason, Customer may call Provident Bank Customer Support at 732-590-9288, option 3, between the Review Time and the Cut-Off time, to indicate which items should be paid and which items should be returned.
- d. **Returned Items.** When a return decision on an ACH debit occurs, the entry will be returned to the Originating Depository Financial Institution (ODFI).
- e. **Customer Liability.** Customer will incur all liability for any loss if it fails to enter and maintain accurate ACH Positive Pay Information and/or does not review daily exception Items and/or make pay/return decisions on a timely basis. Provident will not be liable for any claims made by Customer or any other party in the event of a returned item resulting from the foregoing.

### 3. Review and Cut-off Times.

The Review and cut-off times for ACH Positive Pay are as follows:

**Review Time:** Exception items will be available for review within Online Business Banking by 8:00 a.m. ET on each Business Day.

**Cut-off Time:** The cut-off time for pay/return decisions on exception items is 4:30 p.m. ET on each Business Day.

## J. Account Reconciliation Service

The Account Reconciliation Service is a check reconciliation and check fraud mitigation solution built upon the Business ebanking application. The Account Reconciliation Advantage portion of the Account Reconciliation Service provides customers with real-time access to their data for account monitoring and balancing of customer designated deposit account(s) maintained with Provident.

1. The following account reconciliation services are available:
  - a. **Full Account Reconciliation.** Customer can manually enter check issues or import a check issue file before the last day of the recon cycle. The check issues are matched against the items posted to the account. Customer is provided with statements and reports that list paid, outstanding and exception items to assist with balancing.
  - b. **Partial Account Reconciliation.** Customer is provided with a list of all checks paid for each reconciliation cycle period.
  - c. **Deposit Account Reconciliation.** Only deposits are reconciled, and deposits are grouped by location which is encoded on the deposit slip.
2. Check Positive Pay Service with or without Payee Verification is a prerequisite to the Full Account Reconciliation Service.
3. Reconciliation Statements will be available to the customer through Business Online Banking or through a secured file transmission protocol and based on the account reconciliation services elected.

## K. Controlled Disbursement Service

The Controlled Disbursement Service permits Provident to transfer specified funds from the Funding Account to the Controlled Disbursement Account daily.

1. **Controlled Disbursement Account.** Customer shall open and maintain one or more demand deposit accounts which shall serve as Customer's Controlled Disbursement Account(s) (each a "CDA"). Customer will withdraw funds from each CDA only by check. Customer may not debit a CDA by wire or any other type of transfer. Deposits to each CDA are limited to transfers made by Provident in accordance with the terms of this Agreement. Except as otherwise provided in this Agreement, the establishment and maintenance of each CDA shall be subject to the terms and conditions of the agreement governing the Account.
2. **Funding Account.** Customer has opened and shall maintain at Provident the Funding Account (the checking or similar account from which Bank may debit or otherwise collect the funds necessary to remit a scheduled payment to each CDA, per Customer's instructions). Customer will maintain sufficient collected and available funds in the Funding Account to cover the Funding Totals and any Funding Total Adjustments (each defined below) for each CDA. If Customer is in compliance with its obligations under this section, each Business Day Provident will debit the Funding Account in the amount of the Funding Totals and Funding Total Adjustments for that day and transfer that amount to the CDA(s).
3. **Notice of Funding Totals.**
  - a. **Funding Totals.** Customer may, for each Business Day, generate a report in Online Business Banking showing the preliminary Funding Total for each CDA. The "Funding Total" shown on the report will be the total dollar amount required to pay checks presented against the CDA.
  - b. **Funding Total Adjustment.** If any Funding Total proves incorrect due to incorrect information supplied by the Federal Reserve Bank, Provident's error, service of legal process on a CDA, or any other reason, Provident may notify Customer of any additional sums (a "Funding Total Adjustment") needed to cover checks that will be presented for payment that Business Day, and Customer will on that day deposit sufficient collected funds to the Funding Account to cover the Funding Total Adjustment.
4. **Failure to Fund.** If Customer fails to maintain sufficient collected funds in the Funding Account in accordance with this Agreement, Provident may take either of the following actions:
  - a. **Return Items.** Provident may refuse to make, or to the extent made, may reverse, the transfer of funds from the Funding Account to each CDA and return unpaid all checks drawn on each CDA,

whether there are sufficient collected funds to pay some of the checks drawn on each CDA. Customer agrees that all checks returned pursuant to this section are not properly payable from the CDA.

- b. **Overdrafts.** Provident may cause some or all the items drawn on each CDA to be paid, and the amount by which the items paid exceed the funds available in the CDA and Funding Accounts shall become immediately due and payable. In such case the Account shall be subject to the overdraft provisions set forth elsewhere in this Agreement and in the agreement governing such Account.

## L. Remote Deposit Capture Service

This Remote Deposit Capture Service (“Remote Deposit”) allows Customer to create images of Eligible Items (as defined herein) that it receives, and then transmit these images electronically to Provident for deposit into an Account maintained by Customer with Provident. Provident will then attempt to process and collect these deposited images for payment. As used herein, “Image” means an electronic reproduction of the front and back of Eligible Items.

1. **Processing.** Customer agrees to follow all Provident’s present and future requirements and instructions related to Remote Deposit. All Eligible Items imaged and transmitted to Provident using Remote Deposit must be legible and meet Provident’s processing requirements.

The information Customer transmits to Provident must contain a record of all Magnetic Ink Character Recognition (MICR) line information sufficient for Provident to create a substitute check and contain the correct amount of the Eligible Item. In addition, Customer’s transmission of an Eligible Item must meet the technical requirements for an “electronic item” under Regulation J and Federal Reserve Operating Circulars, a “substitute check” under Regulation CC, and an “item” as defined by UCC Article 4 and will be the legal representation of the Eligible Item for all purposes.

If an Image transmitted to Provident does not comply with Provident’s processing requirements, Provident may in its discretion:

- a. Process the Image as received for payment;
- b. Correct the Image or its accompanying data and process the corrected Image for payment;
- c. Process the deposit for payment in another format as permitted by law; or
- d. Charge back Customer’s Account and return the Image and accompanying data to Customer

Customer’s successful transmission of an Image to Provident for processing will be confirmed by a notice from Provident. Notwithstanding Customer’s receipt such confirmation, all of Customer’s transmissions are subject to Provident’s further verification prior to being accepted for deposit.

Provident can reject any Image Customer transmits to Provident for any reason in Provident’s discretion without liability, even where Provident has provided Customer with a confirmation notice. If Provident rejects Customer’s transmitted Image for deposit, Provident will notify Customer. All accepted deposits will be subject to final payment as well as the terms and conditions for Customer’s Account and this Agreement.

2. **Additional Processing Requirements for Mobile Business Banking.** When utilizing a Mobile Business Banking to access and use Remote Deposit, Customer agrees to take the following additional steps to further prevent fraud or unintended re-entry of the original Eligible Item into the payment processing system:
  - a. Prior to imaging, Customer will restrictedly endorse all Eligible Items on the back with an authorized signature followed by: “For Mobile Deposit Only to Account (insert Account number)” using the Account number intended to receive the deposit written below such signature; and

- b. Immediately following Provident's notification to Customer confirming that Provident has received Customer's transmission, Customer will prominently note on the front of the Eligible Item: "VOID – Electronically Processed" – or similar language.
3. **Cut-Off Time.** Eligible Items received before the cut-off time below will be processed on the day they are received and shall be afforded credit in accordance with the Bank's then current funds availability policy. Eligible Items received after the cut-off time will be processed on the next Business Day.
  - Mobile Deposit cut-off time:** 5:00 p.m. ET
  - Remote Deposit cut-off time:** 6:00 p.m. ET each Business Day.
4. **Eligible Items.** The Remote Deposit service can only be used for Eligible Items, which are items that:
  - a. Are paper items that are defined as checks by Regulation CC;
  - b. Are payable in United States currency;
  - c. Are drawn on a financial institution located in the United States;
  - d. Are properly endorsed (stamped or ink) or virtual endorsed using the software;
  - e. Are payable to Customer, unless such item is properly endorsed;
  - f. Are legible and conform to Provident's imaging and processing standards; and
  - g. Are dated.

Customer may not image, transmit or otherwise try to use Remote Deposit to deposit checks or items that are not Eligible Items. The following items are not Eligible Items:

- a. Substitute checks or remotely created checks as defined by Regulation CC;
  - b. Items that have already been deposited by or returned to Customer; or
  - c. Items that contain alterations or that Customer suspects, or should suspect, are fraudulent, not authorized, suspicious or not likely to be honored.
5. **Daily Limit.** Provident, in its sole discretion and without prior notice to Customer, may adjust the maximum dollar amount of total checks deposited per day ("Daily Limit") based on Customer's usage.
6. **Availability of Funds.** Eligible Items deposited using Remote Deposit are not subject to the funds availability requirements of Regulation CC. This will remain true even if Provident provides Customer with Regulation CC disclosures or notices. Following a transmission to Provident, Provident might at its discretion place an extended hold on Customer's funds. If so, Provident will separately inform Customer of the extended hold and when funds can be expected to be available.
7. **Security.** Customer agrees that once an Image has been confirmed by Provident as having been successfully transmitted through Remote Deposit, it shall securely store the original check for a commercially reasonable retention period (the Bank recommends 45 days). During the retention period, Customer agrees to take appropriate security measures to safeguard the original check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original check or unauthorized use of the information on the check. Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original check, that the information contained on the check shall not be disclosed, and that the original check will not be duplicated, will not be scanned more than once, and will not be re-presented, re-deposited or negotiated in any way. Upon request by Provident, Customer will promptly, but in any event within five (5) business days, provide to Provident a retained original check, or a sufficient copy of the front and back thereof, to aid in the clearing and collection process, to resolve claims by third parties, or for Provident's audit or fraud loss prevention purposes. After the retention period expires, Customer shall destroy the original check by shredding it or by any other commercially reasonable manner. Customer agrees to be responsible to Provident for any losses,

- costs, expenses, and damages Provident may incur because of Customer's failure to comply with the retention and destruction provisions outlined herein.
8. **Requested Information.** Customer agrees to provide such information as requested by Provident to qualify Customer for Remote Deposit, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified, Customer agrees to provide information and imaged items as requested by Provident to facilitate investigations related to unusual transactions or poor-quality transmissions, or to resolve disputes. Such documents may include copies of imaged items or original items, if available.
  9. **Remote Deposit Availability.** Remote Deposit may at times be unavailable to Customer, either with or without prior notice, due to maintenance, security, factors beyond Provident's reasonable control, or other reasons.
  10. **Indemnification.** In addition to, and not in replacement of, any other indemnification or hold harmless provision elsewhere in this Agreement, Customer will indemnify and hold Provident harmless from any liability, loss, injury or damage, including without limitation all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including legal fees, resulting directly or indirectly from: (1) any breach of warranty or other breach, or failure to perform under the terms hereof, (2) any warranty or indemnity claim brought against the Bank by a third party under 12 CFR 229.52, 12 CFR 229.53 or other regulations in connection with an imaged check transmitted to Provident by Customer; (3) any loss by any recipient of an imaged Item processed by Provident, if that loss occurred due to the receipt of an imaged Item instead of the check; and (4) any wrongful acts or omissions of Customer, or any person acting on Customer's behalf (including without limitation Customer's authorized processor, if any), in connection with Customer's use of the Remote Deposit Service.
  11. **Warranties.** Customer warrants to Provident that: (1) it will transmit only Eligible Items to Provident; (2) any image Customer transmits to the system utilized by Provident to provide Remote Deposit is a good and accurate image of the original check; (3) none of the items, including Eligible Items, that have been or will be transmitted to the Bank have been previously submitted or deposited with Provident or anyone else and will not be again unless at Provident express written request; (4) any information Customer transmits to Provident pursuant to these terms and conditions accurately represents all of the information on the front and back of the original check as of the time the original check was truncated, including without limitation: payment instructions placed on the check by, or as authorized by, the drawer, such as the amount of the check, the payee, and the drawer's signature; information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check; (5) no depository bank, drawee, drawer or endorser receiving presentment or return of, or otherwise being charged for, the substitute check, original check, or a paper or electronic representation of the substitute check or original check will be asked to make a payment based upon a check that it already has paid; (6) Customer will not transmit any items for deposit into the same Account that the item is drawn on; (7) following Provident's notification to Customer confirming that Provident has received Customer's transmission, Customer will not negotiate, transfer, deposit or present an Eligible Item, or a duplicate thereof, in any form including as an ACH transfer or as an Image, reproduction, substitute check or remotely created check; (8) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the electronic Eligible Item, the original Eligible Item, or a paper or electronic representation of the original Eligible Item such that the person will be asked to make payment based on an Eligible Item it already has paid; (9) Customer has an Account with Provident in good standing; (10) Customer will only use Remote Deposit from a location within the United States; (11) Customer will comply with all laws, regulations, terms and conditions related to Remote Deposit including the terms of this Agreement and all other agreements related to the Customer's Account; and (12) any Image Customer transmits will meet the ANSI standards required by Regulation CC, or other applicable standards established by

Provident, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearing house or association.

12. **Compliance with Rules and Laws.** Customer agrees to comply with all terms and conditions of this Agreement, the Online Business Banking Terms and Conditions, any other agreement governing the Account(s) using Remote Deposit, as well as all Applicable Laws, including but not limited to the Uniform Commercial Code, Regulations J and CC, and Federal Reserve Operating Circulars.
13. **Contingency Plan.** Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a file to Bank through the RDC Service, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport, or send via courier, the physical Checks and deposits to the closest office of Bank and deposit the original Checks with Bank until such time that the outage or other interruption can be identified and resolved.
14. **Audit.** Provident may at its reasonable discretion conduct an on-site inspection of Customer's place of business and/or request any internal audits or assessments to ensure compliance with the provisions hereof.
15. **Reimbursement by Customer.** Customer agrees that upon termination of the RDC Service or demand by Bank, Customer shall, at Bank's request, reimburse Bank for the cost of the Authorized Equipment, which amount shall be the greater of \$750 or the market value amount to replace a check scanner of similar functionality.
16. **Remote Deposit Terms and Conditions Apply to Mobile Check Deposit.** These Remote Deposit terms and conditions shall apply equally to Mobile Check Deposit, and as applicable to Customer's use of Mobile Check Deposit, the term "Remote Deposit" as used herein shall refer to Mobile Check Deposit.

## M. Lockbox Service

This Lockbox Service permits Customer's clients to mail payments to Customer at a post office box address and for such payments to be processed on its behalf, including imaging of such payments for electronic review by Customer.

1. **Lockbox Provider.** Provident has entered into an agreement with third party processors to conduct on Provident's behalf certain portions of the Service. In this section, Provident and third-party processors are defined as "Lockbox Provider".
2. **Authorization to Establish Post Office Box.** Customer hereby authorizes Lockbox Provider to establish a Post Office Box and have exclusive access to the Post Office Box. Customer shall execute any and all forms required by the Postmaster to establish the Post Office Box and to grant Lockbox Provider exclusive access thereto. Customer shall not have access to the Post Office Box and shall not authorize any other person or entity to have access to or remove the contents of the Post Office Box.
3. **Description of Lockbox Service.** The Service will allow Customer to access a website hosted by Lockbox Provider (the "Website") for the purposes of accessing archival images of lockbox remittances and other remittance materials processed through Customer's post office lockbox. Customer agrees to use the Service and Website only in accordance with this Agreement and any notices and information posted on the Website. Each person authorized by Customer to access the Website must accept any terms of use for the Website that may appear when such person initially logs on.
4. **Authorization to Process Deposits.** Customer hereby authorizes Lockbox Provider to open the envelopes addressed to Customer, process the contents, endorse the items on behalf of Customer, deposit the checks to Customer's Account, and perform any other functions specified.
5. **Disposition of Remittance Materials.** On each Business Day, Lockbox Provider will collect from the Lockbox the envelopes and other contents of the Lockbox. Lockbox Provider will open the envelopes and determine whether they contain any Remittances, Remittance statements, invoices, checks, cash,

or other correspondence. If cash is sent to the Lockbox with any materials sent to the Lockbox ("Remittance Materials"), the cash will be removed from the envelope containing the Remittance Materials and an FIS issued check for the amount of cash will be placed in such envelope with the remainder of the envelope's contents. Lockbox Provider will process the checks and any cash in the envelopes as defined by Customer in "Lockbox Questionnaire," and deposit such checks and cash in the applicable Account.

6. **Restrictive Notations.** Checks bearing restrictive notations, such as "Paid in Full," will be handled on a reasonable effort basis in accordance with the Lockbox Questionnaire as defined by Customer. Lockbox Provider will have no liability whatsoever, despite anything to the contrary in this Agreement, for its failure to comply with such request, unless the failure results directly from the willful misconduct of Lockbox Provider's officers or employees.
7. **Deposit of Checks and Cash.** During each Business Day, Lockbox Provider will make deposits of the acceptable checks and cash received into the applicable Account.
8. **Changes in Names or Designations of Payees.** Customer may at any time upon ten (10) calendar days prior written notice to Lockbox Provider request that a name or designation on Customer's list of payees sent to Lockbox Provider be deleted or added, and Lockbox Provider will add or delete the name or designation if the request is acceptable to Lockbox Provider.
9. **Mailing Remittance Materials.** All checks in the envelope that are not deposited, together with any correspondence in the envelope shall be mailed by Lockbox Provider to Customer. All other Remittance Materials will be scanned by the Lockbox Provider, as directed by Customer and made available to Customer through the Website. All Remittance Materials will be stored by the Lockbox Provider for 90 days after they are available on the Website. After which time, Remittance Materials will be securely destroyed. Customer is responsible for making requests for original Remittance Materials within this stated timeframe.
10. **Security.**
  - a. Lockbox Provider will provide each Authorized Representative with a multi-factor authentication access compliant with FFIEC guidance.
  - b. It is Customer's responsibility to ensure that any User IDs and Passwords are known only to persons who have been properly authorized by Customer to access the Website, and that such persons safeguard such credentials.
  - c. Customer must immediately (1) change the password, (2) call the Bank at 732-590-9288, Option 3 (leave a message if outside the Bank's business hours) and (3) email the Bank at [treasurymgmtsupport@provident.bank](mailto:treasurymgmtsupport@provident.bank) if Customer becomes aware of any loss or theft, or unauthorized use, of any User ID or Password, or if Customer otherwise becomes aware of any unauthorized access of the Website.
11. **Liability.** Customer shall be solely responsible for any liability resulting from the loss, theft or unauthorized use of any User ID, Password or other security credential.

## N. Secure File Transfer Protocol (SFTP) Service

The Secure File Transfer Protocol (SFTP) Service enables secure file transfer capabilities between networked hosts. SFTP additionally provides remote file system management functionality, allowing applications to resume interrupted file transfers, list the contents of remote directories, and delete remote files.

1. **Security.** A Site ID and Password will be delivered that will provide access to the site through the SFTP process. Customer will assume responsibility for the use and confidentiality of such Site ID and Password, and such access to the data on the SFTP server through use of the Site ID and Password. Provident or its provider may suspend or revoke the access granted to the Site at any time at its sole discretion.



2. **Data Security.** Enterprise grade encryption is used for data security with all transmissions. The IP address must meet authorized requirements for approved transmission options.
3. **Third Party Agents.** Customer may be using special equipment, services or software provided by a third party to assist it in processing files hereunder (“Third Party”). Customer (i) agrees that any Third Party is acting as Customer’s agent in the delivery of files to Provident, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Applicable Laws or this Agreement. Provident will not be liable for any losses or additional costs incurred by Customer because of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Provident shall not have any responsibility for any file handled by a Third Party until that point in time that Provident accepts and approves a file from such Third Party for processing.

#### **O. Image Cash Letter Service**

This Image Cash Letter Service (the “**ICL Service**”), which enables Customer or a Third-Party acting as Customer’s agent (“**Third-Party Agent**”) to transmit, through Customer’s own methods and devices, an Image Cash Letter file (an “**ICL File**”) to Bank for processing.

1. **ICL Files consist of imaged checks and check data (“Imaged Items”).** Check data includes the MICR information in the format and specifications required by the Universal Companion Document x9.37 or the Universal Companion Document x9.100 Guide or any other mutually agreed format (“**Format**”).
2. **Processing.** Subject to the terms hereof, any ICL Files received before the cut-off time will be processed on the day they are received and shall be afforded credit in accordance with the then current funds availability schedules. If for any reason Bank is unable to process an ICL File received before the cut-off time, Bank will use commercially reasonable efforts to resolve the next Business Day. Subject to terms hereof, any ICL Files received after the cut-off times will be processed on the next Business Day. ICL Files will only be processed on Bank Business Days.
3. **Warranties.** Customer represents and warrants to Bank that with respect to Checks:
  - a. Any image Customer transmits is a clear and accurate image of the original item, including the front and back of any Checks;
  - b. Any image Customer transmits will meet the ANSI standards required by Regulation CC, or other applicable standards established by Bank, the Board of Governors of the Federal Reserve System, and any other applicable regulatory agency, clearing house or association;
  - c. Any information Customer transmits to Bank accurately represents all of the information on the front and back of any Check as of the time such Check was truncated, including without limitation: payment instructions placed on the Check by, or as authorized by, the drawer, such as the amount of the Check, the payee, and the drawer’s signature; information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check;
  - d. No duplicate presentment of a Check in any form, including as an Imaged Item, a paper negotiable instrument or otherwise; and
  - e. Customer will only transmit Checks payable to Customer.
  - f. Customer warrants Bank that any Third-Party Agent is familiar with, and shall at all times be in compliance with the terms hereof, including without limitation, image quality, prohibition of duplicate items, proper storage and destruction of Original Checks, and information and image item requests by Bank. Customer acknowledges and agrees, that upon breach of any of the warranties set forth herein or in the Terms and Conditions, Bank may, in its sole discretion, refuse to provide or terminate (as applicable) the ICL Service.
4. **Security.** Customer agrees to be responsible for any transmission Bank processes or receives through the ICL Service, even if it is not in fact authorized by Customer, provided it includes a password or is otherwise processed in accordance with Bank’s security procedures. Customer also

- acknowledges that when using a Third-Party Agent to transmit ICL Files, Customer or Third-Party Agent, not Bank, is solely responsible for establishing, maintaining and following such security procedures as deemed necessary by Bank to ensure that files transmitted to Bank are intact, secure and confidential until received by Bank.
5. **Requested Information.** Customer agrees to provide such information as requested by Bank to qualify Customer for the ICL Service, including without limitation, business activities, risk management processes, geographic location, customer base, and employee policies. If qualified, Customer agrees to provide information and Imaged Items as requested by Bank to facilitate investigations related to unusual transactions or poor-quality transmissions or to resolve disputes. Such documents may include copies of Imaged Items or original items, if available.
  6. **Rejection of Entries.** Bank reserves the right to refuse to process or reject any Imaged Items for any reason at its sole discretion.
  7. **Returned Items.** Bank will process any returned Imaged Items in accordance with applicable law and the Account Agreement governing the Account for which the Imaged Item is presented.
  8. **Third-Party Agent.** Customer may appoint, as its limited agent, with respect to the performance of any activities relating to the ICL Service, one or more Third-Party Agents to perform such activities. Customer shall be solely responsible for all actions and obligations of such Third-Party Agent as if they were the direct actions and obligations of Customer itself. Customer acknowledges that, among other things, this means that Customer is liable for Third-Party Agent's breaches of warranties and obligations, including liability for indemnification for such breaches and/or resulting damages relating to the introduction of malware or malicious software into Bank's systems, or that of its vendors, as if Customer breached such warranties and/or obligations itself. Customer agrees to notify Bank of each Third-Party Agent it intends to use and other information that Bank may require about Third-Party Agent. Failure to provide timely notice could result in the rejection of ICL Files by Bank. Bank may in its sole discretion choose not to accept ICL Files from a Third-Party Agent identified by Customer. Notwithstanding any notification of Third-Party Agent to Bank, Customer represents and warrants to Bank that it has solely, independently and without reliance upon Bank, made its own appraisal of an investigation into the business, operations, intellectual property and other rights, financial, and other conditions, rights and creditworthiness of any Third-Party Agent based upon documentation and other information it has deemed appropriate and made its own decision to enter into a relationship with any Third-Party Agent. In any event, Customer's agreement with Third-Party Agent must include a provision allowing Bank to conduct, upon reasonable notice and during normal business hours, an on-site inspection of Third-Party Agent's premises to ensure compliance with this section. Customer also represents and warrants to Bank that it will, independently and without reliance upon Bank, continue to make its own analysis, appraisals and decisions about any relationship with a Third-Party Agent as it deems appropriate. As long as this agreement is in place and Customer utilizes the services of one or more Third-Party Agents, Customer gives Bank the right to communicate with such Third-Party Agent(s) in connection with the ICL Service and to treat Third-Party Agent(s)' instructions as if the instructions were directly from Customer. Any software necessary for use of the ICL Service by Third-Party Agent must be maintained by Third-Party Agent, and must meet technical specifications acceptable to Bank, as described herein.
  9. **Indemnification.** Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, injury, damages, costs, and expenses of any kind, including, without limitation, all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto which may be incurred by Bank directly or indirectly relating to or arising out of the following events or circumstances:
    - a. any warranty or indemnity claim brought against Bank by a Third-Party under 12 CFR 229.52, 12 CFR 229.53 or other regulations in connection with an ICL File transmitted to Bank by Customer and/or its Third-Party Agent(s); (3) any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the

- Check;
- b. any failure by Third-Party Agent to observe and perform properly all of its obligations hereunder or any wrongful act of Third-Party Agent or any of its affiliates;
  - c. any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the Check; and
  - d. all Third-Party Agents' actions or inactions relating to the ICL Service, including those related to intellectual property claims.

## V. ADDITIONAL TERMS APPLICABLE TO ALL SERVICES

### A. Customer Representations and Warranties

Customer represents, warrants and covenants to Provident as follows:

1. Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer.
2. Customer's agreement to be bound by these Terms and Conditions and its use of the Services have been authorized by all necessary entity and governmental action.
3. The persons submitting any instructions to Provident, or executing any documents, related to the Services on Customer's behalf are duly authorized to do so.
4. This Agreement represents Customer's legal, valid and binding obligation and is enforceable against Customer in accordance with its terms.
5. All information provided to Provident on Setup Forms, instructions or otherwise related to the Services or Accounts is complete, accurate and up to date, including Customer's legal entity type, state of organization, ownership, management and control persons as well as Customer's legal name, address and contact information.
6. Unless Customer has notified Provident otherwise in writing, Customer is not insolvent or in receivership nor is Customer subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors.
7. Customer's agreement to these Terms and Conditions and its use of the Services do not and will not violate Applicable Laws, Customer's entity governing documents, or any other agreement by which Customer is bound.
8. Each Account Customer maintains with Bank and all use of the Services is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose.
9. Customer acknowledges, represents, warrants, and agrees that the accounts that will be accessed in connection with the Services are accounts established and used for business or commercial purposes, and are not accounts established or used for personal, family or household purposes. Customer further agrees that the services provided under the Agreement are for Customer's business or commercial purposes only. Accordingly, the provisions of the Electronic Funds Transfer Act, the consumer provisions of the federal Gramm-Leach-Bliley Act, and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts generally do not apply to the Services or any transactions related thereto, except to the extent any of the foregoing expressly apply to business or commercial accounts or transactions involving such accounts. Bank may terminate any Service or this Agreement immediately and without notice to Customer if Bank becomes aware or has a reasonable belief that Customer is using the Services or the Account(s) for personal, family, or household purposes or for other purposes subject to EFTA's Regulation E, unless such use is expressly permitted by Bank in writing.

10. Customer is not (i) an “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) which is subject to Part 4 of Subtitle B of Title 1 of such Act; (ii) any “plan” as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended; or (iii) any entity the assets of which are deemed to be assets of any such “employee benefit plan” or “plan” by reason of the Department of Labor’s plan asset regulation, 29 C.F.R. Section 2510.3-101. In addition, Customer represents that the Transactions contemplated by the Agreement are not and will not be subject to the prohibited transaction rules of ERISA.
11. The use of the Services does not and will not subject Provident, or Provident’s vendors, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) or otherwise, unless Customer has notified Provident of such requirements and the parties have entered into a business associate agreement in a form reasonably acceptable to Provident.
12. None of Customer’s employees is a national of a designated blocked country or “Specially Designated National,” “Blocked Entity,” “Specially Designated Terrorist,” “Specially Designated Narcotics Trafficker,” or “Foreign Terrorist Organization,” as defined by OFAC, or otherwise subject to any limitations or prohibitions under any Sanctions program.
13. Customer will not use the Services in connection with restricted transactions (defined at 12 C.F.R. 233.2) including those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

Customer reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify Bank in writing if any representation or warranty made by Customer is no longer true.

## **B. Unauthorized Use of Services**

Customer’s use of the Services is not subject to any Federal or State consumer protection laws, such as the U.S. Federal Electronic Funds Transfer Act (commonly referred to as “Regulation E”).

Customer is solely responsible for safeguarding and maintaining the confidentiality of its Security Procedures. Provident shall be entitled to act on, and not be liable for any loss resulting from, any instructions it receives in compliance with the Security Procedures and which Provident believes in good faith to have been issued by an Authorized Representative, whether Customer has authorized such instructions.

CUSTOMER WILL BE LIABLE FOR ALL UNAUTHORIZED TRANSACTIONS THAT OCCUR ON ANY ACCOUNT AS A RESULT OF ANY LOST, STOLEN OR COMPROMISED SECURITY PROCEDURE, OR OTHERWISE, UP UNTIL SUCH TIME THAT THE BANK HAS RECEIVED PROPER NOTIFICATION OF, AND HAS HAD A COMMERCIALY REASONABLE OPPORTUNITY TO RESPOND TO, SUCH LOSS, THEFT OR COMPROMISE.

In the event of any suspected loss, theft or compromise of any of the above, Customer must immediately (1) change the password, (2) call the Bank at 732-590-9288, Option 3 (leave a message if outside the Bank’s business hours) and (3) email the Bank at [treasurymgmtsupport@provident.bank](mailto:treasurymgmtsupport@provident.bank).

When contacting the Bank by phone, you will be required to provide a written statement in a form acceptable to the Bank, which includes a description of the circumstances of the loss, theft, compromise or unauthorized use.

## **C. Losses from Permitted Use**

If Customer or its Authorized Representative knowingly provides the Security Procedures to any person, including an employee or agent, and such person uses the Security Procedures to make unauthorized transactions, Customer will be solely responsible for any resulting losses.

Customer shall immediately call the Bank at 732-590-9288, Option 3 (and leave a message if outside the Bank’s business hours) and email the Bank at [treasurymgmtsupport@provident.bank](mailto:treasurymgmtsupport@provident.bank), if the authority of any Authorized Representative is changed or has been revoked. If such authority is revoked, and such

Authorized Representative was issued a hard token, Customer shall immediately recover such hard token and promptly return it to the Bank, unless Customer reassigns such hard token to another Authorized Representative and immediately notifies the Bank of such reassignment.

#### **D. Provident's Liability**

Provident's liability to Customer relating to Customer's use of any Service is limited to the extent specifically set forth immediately below. Provident's liability relating to such use may be further limited, but never expanded, by other provisions of this Agreement and by any other agreement, notice or disclosure governing such Service or an Account.

1. If Provident fails or delays in making a payment or transfer pursuant to Customer's instructions, or if Provident makes a payment or transfer in an erroneous amount that is less than the amount per Customer's instructions, unless otherwise required by law, Provident's liability shall be limited to interest that may have accrued (as defined below) on the amount that Provident failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or Customer canceled the instructions. Provident may pay such interest either to Customer or the intended recipient of the payment or transfer, but in no event shall Provident be liable to both parties, and Provident's payment to either party will fully discharge any obligation to both.
2. If Provident makes a payment or transfer in an erroneous amount that exceeds the amount per Customer's instructions, or if Provident permits an unauthorized payment or transfer after Provident has had a reasonable time to act on a notice from Customer of possible unauthorized use as described above, unless otherwise required by law Provident's liability will be limited to a refund of the amount erroneously paid or transferred (less any recoveries), plus interest thereon from the date of the payment or transfer to the date of the refund (or recovery), but in no event to exceed 60 days' interest.
3. If Provident becomes liable to Customer for interest compensation under this Agreement or Applicable Laws, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Provident is headquartered for each day interest is due, computed based on a 360- day year.

EXCEPT AS SET FORTH IMMEDIATELY ABOVE, NEITHER PROVIDENT NOR ANY OF ITS DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF ANY SERVICE.

PROVIDENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR QUALITY OF THE SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES.

PROVIDENT SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT.

The foregoing limits on Provident's liability are in addition to, and not in replacement of, other limits on Provident's liability elsewhere in this Agreement.

#### **E. Indemnification**

Except to the extent of Provident's liability pursuant to the terms of this Agreement or any other agreement or notice that otherwise governs Customer's Account(s), Customer agrees to indemnify and hold Provident, its directors, officers, employees, affiliates and agents harmless for and from any and all loss, liability, claims, demands, judgments and expenses, including reasonable attorney's fees, arising out of, or in any way connected with, Customer's enrollment in any Service. The foregoing

indemnification and hold harmless commitment is in addition to, and not in replacement of, any other similar provision in this Agreement.

## F. Force Majeure

Provident shall not be liable for any failure or delay in providing the Services, transmitting data, providing reports, executing transactions, taking other action or otherwise carrying out any of its obligations under the Agreement if such failure or delay results from Provident's acting in accordance with Applicable Laws, or from acts of God, interruption of transmission or communication services, equipment or system failure, power failure, delay in transportation, war, pandemic, epidemic or disease outbreak, legally mandated quarantine or travel or work restrictions, emergency conditions, including strike or stoppage of labor, disruptions in the financial markets, adverse weather conditions or any other cause beyond Provident's reasonable control.

## G. Security Procedures

By using Services, Customer acknowledges and agrees that the Security Procedures Provident uses in respect of the Services are commercially reasonable as defined under both the UCC 4A and guidance provided to the banking industry by the Federal Financial Institutions Examination Council (FFIEC).

Customer agrees to be bound by instructions delivered to Provident if such instructions were delivered in compliance with the Security Procedures, whether Customer authorized such instructions, until such time as Customer provides Provident notice of possible unauthorized use and Provident has had a commercially reasonable opportunity to act on such notice.

Provident may change Security Procedures in and at its discretion as to any Service upon prior notice to Customer.

## H. Intellectual Property.

- 1. Protection and Security of Software and Documentation.** Customer shall establish reasonable precautions and use commercially reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information, to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Customer shall use reasonable measures to protect the Software and Documentation from unauthorized access, dissemination, or disclosure. Customer shall not disclose the Software or Documentation to any Person except to its employees on a "need to know" basis. Customer shall not, and shall not permit any third Person to (a) copy or use the Software or Documentation except as expressly authorized by this Agreement, (b) sublicense, rent, distribute, transfer, publish, disclose, display, or otherwise make available the Software to any other Person, (c) use the Software or Documentation for third-person training, commercial time-sharing, or service bureau use, or (d) alter, change, modify, or otherwise create derivative works of the Software or Documentation. Customer shall not, and shall not permit any third Person to, reverse engineer, disassemble, or decompile any Software. Customer shall maintain a complete and accurate list of all locations where Customer has loaded and maintains the Software and make such list available to Bank upon Bank's request.
- 2. Ownership of Intellectual Property.** Customer acknowledges and agrees that all right, title, and interest in and to the Software, Documentation and any other Intellectual Property made available to Customer in connection with the Services (collectively, the "Bank Intellectual Property"), together with any modifications or enhancements thereto and derivative works thereof (a) are and shall remain owned exclusively throughout the universe by Bank and its licensors, (b) represent or contain valuable rights of Bank and its licensors, and (c) may be protected under United States patent, copyright, trademark, or trade secret laws of general applicability. Other than a limited, revocable, nontransferable, non-sublicensable license to use the Bank Intellectual Property as permitted in this Agreement and solely to the extent necessary to utilize the Services, this Agreement does not create any right, title, or interest to any Bank Intellectual Property in favor of Customer or any third Person nor does this Agreement constitute an assignment or other transfer of the Bank Intellectual Property. Customer shall not at any time, either directly or indirectly, (i) dispute the scope, validity, or any other

- aspect of Bank's or its licensor's ownership of the Bank Intellectual Property, (ii) do any act that could reasonably be expected to impair the scope, validity, or any other aspect of ownership Bank's or its licensor's ownership of the Bank Intellectual Property, or (iii) assert any ownership rights in or to any of the Bank Intellectual Property. Customer hereby irrevocably assigns and transfers to Bank any and all right, title, or interest, which Customer may now have or which it may acquire at any time in the future in or to any Bank Intellectual Property. To the extent the foregoing assignment and transfer is not valid under applicable law or enforceable in any jurisdiction, Customer hereby grants to Bank and its designated licensors a world-wide, irrevocable, exclusive, fully paid, transferable, and sub-licensable license to any such right title, or interest, which Customer may now have or which it may acquire at any time in the future.
3. **Intellectual Property Restrictions.** Customer shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on the Software, the Documentation, or any packaging therefor, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original. Customer may not use Bank's name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank's names, trademarks, or promotional materials, Customer may only use Bank's names, trademarks, or promotional materials in the manner, and subject to the restrictions, set forth by Bank from time to time. Customer will not indicate, directly or indirectly, that Bank indorses, or is connected in any way with, any of Customer's goods or services.
  4. **Intellectual Property Infringement.** Customer shall (a) cooperate with Bank and its licensors to protect the Bank Intellectual Property, including, but not limited to, from any lawsuits or disputes involving the Software, and (b) promptly notify Bank and provide to Bank any and all relevant background and other facts upon becoming aware of any actual or potential claim made by a third Person regarding infringement, misappropriation, imitation, unauthorized, or illegal use, or of reasonable likelihood thereof, with respect to any Bank Intellectual Property, and in any such event, (i) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement, misappropriation, imitation, unauthorized, or illegal use and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (ii) agree that Bank or its licensors shall be solely entitled to any proceeds of any such proceeding, including, without limitation, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form. In the event that any Service or Customer's permitted use thereof constitutes, or Bank reasonable believes that any Service or Customer's permitted use thereof constitutes, an infringement, misappropriation, imitation, unauthorized, or illegal use or misuse of any patent, copyright, trademark, license, or other property or proprietary right of any Person, Bank, in its sole discretion, may: (x) obtain a license or other agreement permitting Customer to use the Services; (y) modify the Services such that they no longer constitute (or reasonably believed to constitute) an infringement, misappropriation, imitation, unauthorized, or illegal use; or (z) terminate the Services at issue or this Agreement. Customer acknowledges that the foregoing constitutes Customer's sole and exclusive remedy in respect of any claim regarding infringement, misappropriation, imitation, unauthorized, or illegal use in respect of the Services.
  5. **Termination of Software and Documentation.** Notwithstanding anything to the contrary contained in this Agreement, Customer acknowledges and agrees that its license to the Software and Documentation shall terminate upon the earlier to occur of (a) termination of the related Services or this Agreement, (b) termination by Bank of Customer's license to the Software and Documentation, or (c) termination of the Services or this Agreement.

## I. Written Notices

Unless otherwise required by law, if Provident is required to provide a notice or other communication to Customer in writing, such notice or other communication may be sent to Customer's email address as reflected in the Bank's records.

**J. Disclosure of Information**

The circumstances under which Provident will disclose Customer information have been separately disclosed to Customer in Provident's Privacy Policy. Provident's Privacy Policy may change from time to time and is available on the Bank's website.

**K. Cooperation in Loss Recovery Efforts**

In the event of any damages for which Provident or Customer may be liable to each other or to a third party arising out of Customer's use of the Services, Provident and Customer will undertake reasonable efforts to cooperate with each other in all loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

In the event of a security breach of the Services, Customer agrees to assist Provident in determining the manner and source of the security breach. Such assistance shall include, but not be limited to, providing Provident or a third party recommended by Provident with access to Customer's hard drive, storage media and devices, software, networks and any other equipment or system that Provident reasonably believes was subject to or affected by the security breach. Customer further agrees to provide Provident with any analysis of any of the above or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other party. Failure of Customer to assist Provident shall be an admission by Customer that Customer was solely responsible for the security breach.

**L. Proprietary Property**

Customer acknowledges that all systems used in providing the Services, and all information related thereto constitute proprietary property of Provident or its third-party vendors, and that such property has significant commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein because of its use of the Services and shall keep all such proprietary information strictly confidential.

**M. Provident Equipment**

Provident owns all Remote Deposit Capture scanners (including related equipment) and hard tokens provided to Customer, and Customer will be liable for any damage to or loss of any such scanner (including related equipment) and/or hard token and shall be charged the fee then in effect for such loss or damage.

**N. Records**

All electronic entries and related records of transactions executed pursuant to the Services governed by this Agreement, to the extent they are not available through customary reporting, shall be and remain Provident's property. Provident may, at its sole discretion, provide such information to Customer at its request, provided Customer reimburses Provident for its reasonable cost of such provision.

**O. Third Party Beneficiaries**

Services provided by Provident under this Agreement are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Unless Customer has the Bank's prior written consent, Customer may not use the Services to process transactions for or on behalf of third parties.

**P. Application to Online Business Banking and Mobile Business Banking**

These Treasury Management Services Terms and Conditions, in their entirety, shall apply to Customer's use of Online Business Banking and/or Mobile Business Banking to access Services provided for herein.

**Q. Construction**



Wherever possible, each provision of this Agreement and each related document shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

## **R. Waiver**

Provident's failure or delay in exercising any right or remedy under this Agreement will not operate as a waiver of such right or remedy, and Provident's single or partial exercise of any right or remedy under the Agreement will not preclude any additional or further exercise of such right or remedy or the exercise of any other right or remedy. No waiver by Provident of any breach of the Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver by Provident of any breach, right or remedy under the Agreement will be effective unless made in writing.

## **S. Entire Agreement**

The terms and conditions contained within this Agreement shall supersede any prior agreement or agreements between Provident and Customer containing terms and conditions governing the Treasury Management Services.

## **T. Governing Law; Waiver of Jury Trial**

Any and all disputes between the parties, whether sounding in contract, tort or otherwise, shall be exclusively brought in the state or federal courts of New Jersey and shall be governed by and construed under the laws of the State of New Jersey without giving effect to the conflict of law or choice of law principles thereof. Notwithstanding the foregoing, any and all disputes between the parties relating to ACH transactions shall be governed by the version of UCC Article 4A adopted by the state of New York.

Customer consents and waives all objections to personal service of process of documents, including a summons or complaint, and agrees that the service thereof may be made by certified or registered mail at the Customer's last known address.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS (WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, OR RELATED TO, THE SERVICES.

## **VI. DEFINITIONS**

"Account" means any checking, savings, money market savings, certificate of deposit or other deposit account with Provident and for which Customer is an authorized signer. If Customer uses a Service in connection with a loan, "Account" within these terms and conditions shall refer to such loan as well.

"Applicable Laws" means, as applicable to a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, agency or entity, whether domestic or foreign), and the rules of any association or organization through which transactions are processed. Without limiting the foregoing in any way, examples of governmental authorities include the Federal Deposit Insurance Corporation (FDIC), the Board of Governors of the Federal Reserve, the Federal Financial Institution Examination Council (FFIEC), the Office of Foreign Assets Control (OFAC), and the United States Department of the Treasury's Financial Crimes Enforcement Network (FinCEN).

"Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

"Check" means a draft, payable on demand to Customer and drawn on or payable through or at an office of a United States bank, whether negotiable, that is handled for forward collection, including a Substitute Check

and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

"Collected Balance(s)" mean the sum of all finally collected funds on deposit with Provident in the Main Operating Account that are not subject to dishonor, charge back, reversal, stop payment direction, offset, suspension or the like.

"Confirmation" is a Bank acknowledgment of a transaction, agreement or process.

"Customer" or "you" means the owner (in full or part) and/or authorized signer of one or more Accounts with Provident.

"Loan Documents" mean the documents evidencing and securing a loan as the same may be amended, renewed, extended or replaced from time to time.

"Online" refers to use of an Internet website designated by Provident to display, transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.

"Payment Order" shall have the meaning set forth in Article 4A of the Uniform Commercial Code.

"Security Procedures" means any credentials, security codes, hard and soft tokens, keys, personal identification numbers, template numbers, algorithms, callback procedures, Multi-Factor Authentication or other technical controls that are adopted for use in the Services to verify the authenticity of communications from Customer.

"Settlement Date" means the date on which an exchange of funds with respect to an ACH Entry is reflected on the books of the Federal Reserve Bank.

"Setup Form" means a form, and any amendment thereto, on which Customer designates specific accounts, balances, callback parties, authorized signers, authorized representatives, or such other information as Provident may require to set up and maintain Customer's use of a Service.

"Substitute Check" means a check that meets the legal requirements of the "Check Clearing for the 21st Century Act" (Check 21 Act) and Check 21 regulations.

"Target Balance" means a designated specific Collected Balance in a Deposit Account.