



## Business Online Banking with Payments Digital Banking Agreement

This Agreement, dated as of March 8, 2018, is between Company or Companies and PEOPLESBANK, A Codorus Valley Company ("Bank").

### AGREEMENT

Standard features of the service:	
Balance & Activity Reporting	Deposit Account Transfers
Loan Payment Initiation	Stop Payment Creation
Account Activity Download	Alerts Subscription
View Check & Deposit Images	Secure Messaging
E-Statement Access	Mobile Banking
Custom Reporting	

Additional features available to Company:
Domestic Wire Transfer Requests
ACH Credit Origination
Commercial Bill Payment
Mobile Deposit Capture

#### Definitions:

"Company(ies)", "you", and "your" refer to the business(es), and/or organization(s) that have open and active account(s) with the Bank and choose to collectively combine such accounts for online access.

"Entry(ies)", "transaction(s)", "action(s)" refers to any act or process attempted or accomplished through the Service.

"Lead Company" – One of the Companies, which is to be used in the titling of the online access, along with its identifying information. This Lead Company's accounts are the only accounts eligible for electronic statements.

"By electronic means" and "electronically" refers to technology having electrical, digital, online, wireless, mobile, and/or similar means.

"Business Online Banking with Payments" and "Service" refers to the digital banking system as accessed via computer or mobile device.

"PeoplesBank", "Bank", "us", "we", and "our" refers to PeoplesBank, A Codorus Valley Company.

#### 1. Security Procedure.

(a) Company and Bank shall comply with the security procedures described in Schedule C attached hereto with respect to Entries transmitted by Company to Bank. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an

Entry. No security procedure for the detection of any such error has been agreed upon between the Bank and Company.

(b) Company is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures described in Schedule C for the access rights granted under Schedule A or Schedule B. If Company believes or suspects that any unauthorized person knows or has access to such information or instructions, Company agrees to notify Bank immediately. The occurrence of unauthorized access will not affect any entries made in good faith by Bank prior to receipt of such notification and within a reasonable period of time to prevent unauthorized entries.

(c) Company hereby agrees to designate at least two (2) Administrators as specified in Schedule B, to 1) manage the Service for Company and 2) create and administer designated, authorized additional users ("User(s)"). Company acknowledges that the Administrators have access to all services, as specified in Schedule A, and all available Company accounts. Bank will establish separate initial login credentials for each Administrator. Company grants Administrators the capability and full responsibility to create and modify User ID profiles, to provide differing permitted account and transaction privileges, and to administer the access requirements for the Users.

(d) For all activity within desktop sessions accessing the service, including transactions that involve the exchange or transmission of banking information (which may include, but is not limited to, an entry, entry data, a routing number, an account number, and a PIN or other identification symbol), the Bank requires that a secure, encrypted browser provided by the Bank be used by all Administrators and Users. For all activity within mobile sessions accessing the service, the Bank requires that the mobile banking app provided by the Bank be used by all Administrators and Users.

## **2. Compliance with Security Procedure.**

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Bank accepted the Entry in good faith and whether or not the Bank complied with the security procedure referred to in Schedule C with respect to such Entry. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative" or "Authorized Agent") and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Company, Company shall pay Bank the amount of the Entry, whether or not Bank complied with the security procedure referred to in Schedule C with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

(c) Company agrees that the security procedures as outlined in Schedule C are and shall be deemed commercially reasonable.

## **3. Access.**

To use the Service, the Company's Administrators and Users must have an internet-enabled computer or mobile device.

## **4. Recording and Use of Communications.**

Company and Bank agree that all telephone conversations, emails 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.

#### **5. Company Instructions.**

The Bank may, but shall not be obligated to, accept instructions delivered by the Company, or its Authorized Agent. The Bank shall execute the accepted instructions through one or more of Wire Transfer requests and/or ACHs, in accordance with the Rules and Bank policy and procedure.

#### **6. Account.**

Company agrees that Bank may debit any deposit or credit-facility account ("Account") maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement in the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account(s) of Company, and shall credit or debit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement.

#### **7. Account Reconciliation.**

Entries transmitted by Bank or credited to a Company's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Bank of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within thirty (30) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Bank.

#### **8. Rejection of Entries.**

Bank may reject any Entry, which does not comply with the requirements of Section 11, Wire Transfer Requests: Transmittal Of Entries By Company, Section 16, ACH Origination: Transmittal Of ACH Entries By Company or Section 1, Security Procedure, or which contains an Effective Date more than two days after the business day such Entry is received by Bank. Bank may reject an On-U.S. Entry, for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Company has failed to comply with its account balance obligations under Section 6, Account. Bank may reject any entry of Company that does not adhere to security procedures as described in Schedule C. Bank shall notify Company by phone or electronic transmission, including email, of such rejection, no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Operator and/or Wire Transfer system or, in the case of an On-U.S. entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Company due to the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

#### **9. Cancellation or Amendment by Company.**

Company shall have no right to cancel or amend any Entry after its receipt and verification by Bank. However, if such request complies with the security procedures described in Schedule C for the cancellation of data, Bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Network or, in the case of an On-U.S. Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in affecting or attempting to affect Company's request for the reversal of an Entry.

#### **10. Mobile Banking: Service**

Mobile Banking requires User's credentials and a valid mobile phone number. Bank reserves the right to cancel.

**11. Wire Transfer Requests: Transmittal of Entries by Company.**

Company shall transmit Entries to Bank to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. The total dollar amount of Entries transmitted by Bank shall not exceed the Company's maximum limit, unless approved by Bank.

**12. Wire Transfer Requests: Verification, Processing, Transmittal and Settlement by Bank.**

(a) Company may establish a maximum transaction and/or daily dollar limit(s) for each Administrator and User. Transactions exceeding limits will result in a rejection of the Entry.

(b) Following the receipt of a wire transfer request and subsequent verification, Bank reserves the right to further verify or authenticate any request by telephone calls to the alleged originator and/or approver of request, or by any other means that the Bank may deem appropriate. Bank's failure to verify any such request shall not be evidence of Bank's failure to exercise reasonable care or good faith. Bank shall be under no obligation to make any wire transfer unless the Company has on deposit with the Bank available, collected funds sufficient to cover such transfer.

(c) The Bank will process all Service initiated Entries received prior to the deadlines established by Bank, as set for in Schedule C, with the same diligence it uses to process its own Entries. The Bank reserves the right to change the deadlines upon notice.

(d) The Bank is authorized by Company to rely on the validity of any Entries received from the Company.

(e) The Bank may take additional verification steps and implement additional procedures as we may deem appropriate to verify the authenticity of any wire transfer request. We may delay the execution of any request pending the completion of additional verification procedures. If we are unable to obtain satisfactory verification, we may refuse to execute any wire transfer request. In no event shall we be liable for any delay in executing a wire transfer request or for failure to execute a wire transfer request due to the absence of satisfactory verification.

**13. Wire Transfer Requests: Inconsistency of Name and Account Number.**

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances. In this instance, the RDFI also has the authority to return this Entry.

**14. Wire Transfer Requests: Payment by Company for Entries.**

Company shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement at such time as specified on Schedule C.

On the Settlement date, Company shall have available funds in the Account of Company with the Bank covering the amount of each Entry transmitted by Bank pursuant to this Agreement.

On the Effective Entry Date, Company shall have available funds in the Account covering the amount of the Entries.

**15. ACH Origination: NACHA Clearing House Rules**

(a) Company wishes to initiate fund transfer entries ("ACH Entry" or "ACH Entries") through the Bank for deposit and/or payment of money to and from the accounts of Company's customers and vendors maintained at the Bank and at the other Receiving Depository Financial Institutions ("RDFI") by means of the Automated Clearing House ("ACH") Network. ACH Entries shall have the meaning provided in the Rules and shall also mean the data

received from Company hereunder from which Bank prepares ACH Entries. The Company will comply with the operating rules ("the Rules") of the National Automated Clearing House Association ("NACHA") and Electronic Payments Network ("EPN"). Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such ACH Entries.

(b) Unless otherwise defined herein, capitalized terms within this ACH Origination section shall have the meanings provided for in the Rules.

**16. ACH Origination: Transmittal of ACH Entries by Company.**

Company shall transmit ACH Entries to Bank and in compliance with the formatting and other parameters set forth in Schedule A and Schedule C attached hereto. The total dollar amount of ACH Entries transmitted by Bank shall not exceed the Company's maximum limit, unless approved by Bank.

**17. ACH Origination: Processing, Transmittal and Settlement by Bank.**

(a) Except as provided in Section 19, On-Us ACH Entries and Section 8, Rejection of Entries, Bank shall (i) process ACH Entries received from Company, via the service, secure email, secure FTP, and/or other allowed methods, to conform with the file specifications set forth in the Rules, (ii) transmit such ACH Entries as an ODFI to its ACH Operator, and (iii) settle for such ACH Entries as provided in the Rules. The Company has authorized the ODFI to transmit, and to withdraw or make payment for the amount of, one or more ACH Entries to the Receiver's account. Originator agrees to be bound by the Rules as in effect from time to time and acknowledges that ACH Entries may not be initiated that violate the laws of the United States.

(b) Bank shall transmit or complete the necessary batch authorization of such ACH Entries by the Delivery Date deadline of the ACH Operator set forth in Schedule C attached hereto prior to the Effective Entry Date shown in such ACH Entries, provided (i) such ACH Entries are received by Bank's cutoff time set forth on Schedule C for the related ACH settlement dates on a business day, (ii) such ACH Entries have been verified with Bank, and (iii) the ACH Network is open for business on such business day. For purposes of this Agreement, a "business day" is a day on which Bank is open to the public for carrying on substantially all of its business (other than a Saturday or Sunday), and ACH Entries shall be deemed received by Bank, in the case of transmittal by disk, when received by Bank at the location set forth in Schedule C, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule C.

(c) If any of the requirements of clause, (i), (ii), or (iii) of ACH Origination: Processing, Transmittal and Settlement by Bank 17(b) is not met, Bank shall use reasonable efforts to transmit such ACH Entries to the ACH Operator by the next deadline of the ACH Operator following that specified in Schedule C which is a business day and a day on which the ACH Operator is open for business, provided all requirements of that clause are met.

**18. ACH Origination: International ACH Transactions.**

The Bank shall receive International ACH Transactions ("IAT") Entries for the benefit of Client. However, Bank shall not initiate IAT Entries through the Service for the benefit of the Client.

**19. ACH Origination: On-Us ACH Entries.**

Except as provided in Section 8, Rejection of Entries, in the case of an ACH Entry received for deposit to an account maintained with Bank (an "On-Us ACH Entry"), Bank shall credit the Receiver's account in the amount of such ACH Entry on the Effective Entry Date contained in such ACH Entry, provided the requirements set forth in clauses (i) and (ii) of ACH Origination: Processing, Transmittal and Settlement by Bank, Section 17(b) are met. If any of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such ACH Entry no later than the next business day following such Effective Entry Date, provided those requirements have been met.

**20. ACH Origination: Notice of Returned ACH Entries.**

Bank shall notify Company by telephone and/or email of the receipt of a returned ACH Entry from the ACH Network no later than one business day after the business day of such receipt. Except for an ACH Entry retransmitted by Company in accordance with the requirements of Section 16, Transmittal of ACH Entries By Company, Bank shall have no obligation to retransmit a returned ACH Entry to the ACH Network if Bank complied with the terms of this Agreement with respect to the original ACH Entry.

**21. ACH Origination: Inconsistency of Name and Account Number.**

Company acknowledges and agrees that, if an ACH Entry describes the Receiver inconsistently by name and account number, payment of the ACH Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us ACH Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the ACH Entry to Bank is not excused in such circumstances. In this instance, the RDFI also has the authority to return this ACH Entry.

**22. ACH Origination: Notifications of Change.**

Bank shall notify Company of all notifications of change received by Bank relating to ACH Entries transmitted by Company by email or phone, no later than two (2) business days after receipt thereof.

**23. ACH Origination: Payment by Company for ACH Entries.**

Company agrees to establish Available Funds, as defined by Bank at account opening, in the ACH Settlement Account for the total amount of all ACH Credit Entries submitted to Bank for processing. If the Available Funds at the time of the settlement request are less than the amount of the ACH Credit Entries submitted to the Bank, the Bank may reject and cancel the request. However, if the Bank does allow the request, Company agrees 1) to allow the Bank to debit any Company Checking Account, Savings Account, or Line of Credit maintained at PeoplesBank without prior notice, 2) the Bank may set-off against any amount we owe to you, and/or 3) the Bank may invoice Company for said amount, in the Bank's sole discretion.

Notwithstanding the above, we may, in our sole discretion, require that Company provide adequate Available Funds in the settlement account for the total amount of all ACH Entries submitted to us for processing on the date of initiation. We will place a hold on those funds in the settlement account equal to the amount of the total ACH Credit Entries on the business day that we begin processing the ACH Entries, and we will debit the ACH Entries' amount from the settlement account on the Settlement Date and remove the hold ("Prefunding").

**24. ACH Origination: Evidence of Authorization.**

Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. Bank reserves the right to demand, at any time, visual proof of authorization from Company for any Receiver.

**25. Commercial Bill Payment: Service**

- (a) Company must opt-in to Commercial Bill Payment with PeoplesBank via Schedule A.
- (b) Company may choose to use the Bank's commercial bill payment service to direct us, and our Agent, to make payments from the designated funding account(s) to the chosen recipients in accordance with this Agreement.

**26. Mobile Deposit Capture & Remote Deposit Capture: Service**

- (a) Company must opt-in to Mobile Deposit Capture with PeoplesBank via Schedule A.
- (b) Following the receipt of any deposit and/or deposited item, Bank reserves the right to verify or authenticate any deposit request with the Company, or its Agent, Administrator, and/or applicable User. Bank's failure to verify any such request shall not be evidence of Bank's failure to exercise reasonable care or good faith.

## **27. Company Representations and Agreements; Indemnity.**

With respect to each and every Entry initiated by the Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver and each Entry has been properly authorized, (b) such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of Credit or Debit Entries set forth in Section 11, Wire Transfer Requests: Transmittal of Entries By Company and Section 16, ACH Origination: Transmittal of ACH Entries By Company, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provisional payment of an Entry by the Receiving Depository Financial Institution to the Receiver is provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

It shall be the responsibility of the Company that the origination of ACH transactions and Wire Transfer requests comply with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC.).

## **28. Liability; Limitations on Liability; Indemnity.**

(a) In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, verification, or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House Operator or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Company or any other person described in this section.

(b) Bank shall be liable only for Company's actual damages; in no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental or other regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Bank's primary correspondent for the period involved. At Bank's option, payment of such interest may be made by crediting the Account from which the Entry was originated.

### **29. Service Subscriptions**

With the consent of the Bank, the Client may, from time to time, change its feature subscriptions on the Authorized Services form (Schedule A), by replacing the current form with an updated form or new Agreement, as applicable. The Bank shall not be bound by any form unless and until an authorized representative of the Bank has executed such form. For purposes of this Agreement, a "business day" is a day on which Bank is open to the public for carrying on substantially all of its business, other than a Saturday or Sunday.

### **30. Payment for Services.**

Company shall pay Bank the charges for the services provided in connection with this Agreement, as set forth in Schedule D attached hereto. All fees and services are subject to change upon thirty (30) calendar days prior written notice from Bank to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Bank and Company with respect to the Account (the "Account Agreement").

The Company must maintain at least one active Checking Account, Savings Account, and/or Line of Credit to accept the service fee debits.

### **31. Amendments.**

From time to time Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cutoff time, any business day, and any part of Schedules A through D attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

### **32. Notices, Instructions, Etc.**

(a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company.

(b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by one (1) Authorized Representative, and any such communication shall be deemed to have been signed by such person.

The names and signatures of Authorized Representatives or Agents are set forth in the Treasury Management Resolution. Company may add or delete any Authorized Agent by written notice to Bank via execution of new Treasury Management Resolution signed by at least one Authorized Representative other than the Authorized Representative being added or deleted.

Such notice shall be effective on the second business day following the day of Bank's receipt thereof.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

**PEOPLESBANK, A Codorus Valley Company**  
**Corporate Center**  
**105 Leader Heights Road, York, Pennsylvania 17403**  
**Attn: Vice President, Treasury Management**

and if to Company, the address on file with the Bank unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

**33. Data Retention.**

Company shall retain transmission data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Bank as provided herein, and shall provide such transmission data to Bank upon its request.

**34. Tapes and Records.**

All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

**35. Cooperation in Loss Recovery Efforts.**

In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that either party may be obligated to defend or elects to pursue against a third party.

**36. Termination.**

Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement in whole or in part immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement. The termination of this agreement has no effect or bearing on any other services agreed to by and between the Company and Bank.

**37. Entire Agreement.**

This Agreement (including the Schedules attached hereto) together with the Account Agreement, is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Company.

**38. Non-Assignment.**

Company may not assign this Agreement or any or any of the rights or duties hereunder to any person without Bank's prior written consent.

**39. Waiver.**

Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement. Any exception or waiver of any provision of this agreement shall be effective only in the specific instance and for the specific purpose for which given.

**40. Binding Agreement; Benefit.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

**41. Headings.**

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

**42. Counterparts.**

Agreement may be executed in several counterparts and may include facsimile signatures, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**43. Severability.**

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**44. Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania except as to matters governed by federal law.

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**Schedule A: Authorized Services**

This schedule will specify which cash management services are enabled using the Bank’s digital banking service, or other means, in accordance with the attached agreement. All actions shall be conducted in accordance with the instructions provided by either the system or Bank personnel. The allowed services granted to the Company may consist of multiple features, such as web-enabled data entry screens, file transfers and uploads.

Additional Features	Yes	No
Domestic Wire Transfer Requests		
ACH Credit Origination		
Commercial Bill Payment		
Mobile Deposit Capture		

Description of Fees	Fee Account
Charge All Fees to	Account # xxxxxxxxxx

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**Schedule B: Designated Administrators**

This schedule will identify the Administrators designated by the Company to manage the Digital Banking System for the Company.

<b>Administrator 1 (Required)</b>	
Administrator Name:	
Social Security Number: (used for security verification purposes)	
Date of Birth:	Street:
City:	State Zip:
Administrator Phone Number:	Email:

<b>Administrator 2 (Required)</b>	
Administrator Name:	
Social Security Number: (used for security verification purposes)	
Date of Birth:	Street:
City:	State Zip:
Administrator Phone Number:	Email:

<b>Administrator 3 (Optional)</b>	
Administrator Name:	
Social Security Number: (used for security verification purposes)	
Date of Birth:	Street:
City:	State Zip:
Administrator Phone Number:	Email:

*Please copy pages as necessary.*

**Schedule C: Security Procedures and Transaction Settlement/Delivery Timeframes**

The Bank grants access to the Service to perform actions authorized in the Agreement and Schedule A. The Company agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all Login credentials that are assigned to the Company. Any transaction initiated or authorized using a valid combination of a Login ID, Password, and/or other security procedures will be considered authentic and binding upon final transaction verification between Company and Bank. The Bank agrees to provide reasonable assistance to establish Administrator credentials, training, and support to the Company for properly using the services. If files or entries need to be delivered to the Bank, the information must be delivered to the address below. If the Company suspects or believes any such information has been compromised, it shall immediately contact the Bank at the following address:

<b>Emergency Contact</b> <u>Susannah W. Smith</u>	<b>Title</b> <u>VP, Treasury Management</u>
<b>Bank Name</b> <u>PEOPLESBANK, A Codorus Valley Company</u>	<b>City/St/Zip</b> <u>York, PA 17403</u>
<b>Street Address</b> <u>105 Leader Heights Road</u>	<b>Fax</b> <u>717-741-0398</u>
<b>Telephone Number</b> <u>717-747-1591</u>	<b>Email</b> <u>cashmanagement@peoplesbanknet.com</u>
<b>Secondary Contact</b> <u>Todd A. Tyson</u>	<b>Title</b> <u>Sr. Vice President, General Services</u>
<b>Bank Name</b> <u>PEOPLESBANK, A Codorus Valley Company</u>	<b>City/St/Zip</b> <u>York, PA 17403</u>
<b>Street Address</b> <u>105 Leader Heights Road</u>	<b>Fax</b> <u>717-741-9181</u>
<b>Telephone Number</b> <u>717-747-1510 or 747-1528</u>	<b>Email</b> <u>tyson@peoplesbanknet.com</u>

In the event the Bank needs to contact the Company, if delivered to whom, the following contact information shall constitute notice:

<b>Emergency Contact</b>	<b>Title</b>
<b>Company Name</b>	<b>City/St/Zip</b>
<b>Street Address</b>	<b>Fax</b>
<b>Telephone Number</b>	<b>Email</b>

**Entry Settlement/Delivery Timeframes**

All Entries represent financial obligations for the Company and Bank. The Bank may reject any Entry if Company has failed to comply with its account balance obligations under Section 14, Wire Transfer Requests: Payment by Company for Entries, Section 23, ACH Origination: Payment by Company for ACH Entries, and 6, Account. The available balance showing in the Service associated with the account designated as the settlement account for the Entries must be sufficient to cover the total originations on the Effective Entry Date as described above. If the settlement account does not have sufficient funds at that time, the Bank may, without any liability, deny, reject or process the Entries. If the Entries are processed, the Company is still obligated to pay the Bank for the Entries.

**Wire Transfer Requests**

If the requests are not completed by the required timeframe, the Bank cannot guarantee the transactions will be accepted by FedWire, or be received/posted on the "Effective Date." The Bank may accept these items and they will be forwarded to the processor no later than the Bank's next regularly scheduled delivery time.

For Settlement/Delivery purposes, a business day is defined as legal banking days when both the Bank and the Federal Reserve are open for business. The end-of-day cutoff time is shown below:

**End-of-Day Cutoff Time: 2:30 PM EST (Monday – Friday, excluding holidays)**

**ACH Origination**

If the ACH Credit transactions are not completed/authorized by the required timeframes, the Bank cannot guarantee the transactions will be accepted by ACH processors, or be received/posted on the "Effective Date" by

the RDFI. The Bank may accept these items and they will be forwarded to the ACH processor no later than the Bank's next regularly scheduled delivery time.

The following SEC codes are eligible for processing:

PPD  
CCD  
CCD+  
CTX

For Settlement/Delivery purposes, a business day is defined as a legal banking day when both the Bank and ACH processor are open for business. The end-of-day cutoff time is shown below:

**Standard Delivery ACH Cutoff Time: 4:30 PM EST (Monday – Friday, excluding holidays)**

**Online Entry Verification**

All Entries transmitted to the Bank must be verified by the Company on the business day submitted through the means established by the Bank. The Bank may reject any Entry if the Company has failed to comply with any requirements of Section 1, Security Procedure, or Schedule C. Entries not verified by the Company will not be processed by the Bank.

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**Schedule D: Service Subscription Fees**

Monthly Base Feature Subscription

\$10.00 per month

Mobile Deposit Capture, Standard

Mobile Deposit Capture costs  
defined in Service Pricing Schedule

Mobile Deposit Capture, Commercial

Mobile Deposit Capture costs  
defined in Service Pricing Schedule

Commercial Bill Payment Subscription

This subscription allows for 25  
payments at no additional cost.

Included in Base Subscription  
\$0.45 for each additional payment

ACH Item Fee

\$0.75 per transaction

Domestic Wire Transfer Fee

\$25.00 per wire transaction

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