

Client Name: \_\_\_\_\_ Client TIN: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS BUSINESS & GOVERNMENT SERVICES MASTER AGREEMENT** (this "Agreement") is by and between ANDROSCOGGIN BANK ("Bank") and the above-named commercial, governmental, or public entity ("Customer"). If Customer enrolls, Bank agrees to provide to Customer certain Business & Government Services (as defined below) offered by Bank in accordance with the terms of this Agreement and the rules and procedures applicable to each of the associated Business & Government Services (collectively, the "Rules"). In addition to the terms of this Agreement, the Rules are contained in the Appendices to this Agreement and are hereby incorporated in and made a part of this Agreement. This Agreement shall be effective when signed by both parties, and such date shall be as reflected above.

**TERMS AND CONDITIONS**

**1. Definitions.** Capitalized terms used in this Agreement and in any Appendix or associated document, unless otherwise defined herein or therein, shall have the meanings set forth below:

"Access Devices" means collectively any and all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, one-time passcodes, electronic identities or signatures, encryption keys and/or individual passwords, as may be associated with or necessary for Customer's access to and use of any Business & Government Service(s) from time to time.

"Account(s)" means any Deposit Account(s) and/or Credit Account(s), as further defined herein, used in connection with any Business & Government Service(s).

"Account Agreement(s)" means collectively the terms and conditions of any Deposit Account Agreement(s), Credit Account Agreement(s), Fee Schedule, and any other agreements, disclosures and other documents issued by Bank and governing Customer's deposit or credit relationship with Bank, as the same may be amended from time to time.

"Administrator(s)" or "Account Administrator(s)" means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates (e.g., on the Set-Up Form, defined below, or as otherwise provided by Bank) associated with use of the Business & Government Services as being Customer's Authorized Representative or as authorized to act on Customer's behalf with respect to the administration of the Business & Government Services.

"Affiliate(s)" means, with respect to any party, any company controlled by, under the control of or under common control with such party.

"Appendix" means a description of the Rules applicable to a particular Business & Government Service to be provided by Bank to Customer. Each Appendix, including any amendment thereto, is incorporated herein by reference and made a part hereof. If there is any conflict between the provisions of this Agreement and any Appendix, the Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

"Authorized Representative" means a person designated by Customer, including Customer when Customer is a sole proprietorship, as an individual authorized to act on behalf of Customer and/or authorized to access and use the Business & Government Services, as evidenced by copies of resolutions from Customer's board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank.

"Authorized User" means any person that Customer's Administrator designates as being authorized to access or use any of the Business & Government Services on Customer's behalf.

"Available Funds" means the dollar amount of money in a Deposit Account that is currently available for use. It considers all collected funds on deposit, all posted transactions, certain electronic transactions, any holds placed on the Deposit Account due to uncollected funds, pending deposits, or withdrawals, and any overdraft or other credit line balance associated with the Deposit Account. Please refer to Bank's Funds Availability Policy, as set forth in the Deposit Account Agreement (defined below) for more information.

"Business & Government Service(s)" or "Service(s)" means, collectively, any one or all of the various electronic banking and/or associated cash management services provided by Bank (and/or Bank's third-party service providers) to Customer from time to time pursuant to this Agreement, the Appendices, exhibits, Set-Up form(s) and any service guides or manuals made available to Customer by Bank.

"Business Day" means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement even if Bank is open for business on such days. In the absence of specific reference to Business Days, any reference to days in this Agreement shall mean Calendar Days.

"Business Online Banking Service" means Bank's Internet-based electronic banking information delivery and transaction initiation system, as may be offered by Bank to its business, commercial or non-consumer customers from time to time and as further described in a separate Appendix to this Agreement.

<b>Bank Use Only</b>	
By: _____	Misc. Information: _____
Scan: _____	_____

"*Credit Account(s)*" means any line of credit, term loan or commercial or investment mortgage that Customer maintains with Bank that was established primarily for business, commercial or non-consumer purposes.

"*Credit Account Agreement(s)*" means collectively the promissory notes, credit agreements, mortgages and any other documents, disclosures or agreements that Customer executes or otherwise agrees to that establish Customer's rights and responsibilities under and otherwise provide the terms and conditions of Customer's Credit Accounts with Bank, each as may be amended from time to time.

"*Deposit Account(s)*" means any checking, money market or savings Account, certificate of deposit or other deposit account that Customer may have with Bank that was established primarily for business, commercial or non-consumer purposes.

"*Deposit Account Agreement(s)*" means collectively the Deposit Product Disclosure, Fee Schedule, and any other documents, disclosures or agreements that Customer executes or otherwise agrees to that establish Customer's rights and responsibilities under and otherwise provide the terms and conditions of Customer's Deposit Accounts with Bank, each as amended from time to time.

"*Fee Schedule*" means, at any given time, Bank's then current schedule of customer fees and charges applicable to the Deposit Account(s) opened by Customer and maintained with Bank, as well as those applicable to the Services as reflected in the Pricing Worksheet (attached to this Agreement).

"*Primary Account*" means the Account designated by Customer to which any direct Services fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

"*Set-Up Form(s)*" means any Bank form(s) and associated documents utilized and/or required by Bank in conjunction with the initial set-up, enrollment in and implementation of any Services for Customer.

"Substitute Check" has the meaning given to it Section 3(16) of the *Check Clearing for the 21st Century Act* ("Check 21"), P.L. 108-100, 12 U.S.C. § 5001(16).

## **2. Services.**

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendices, the Services that Customer may request and that Bank approves from time to time.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to the Business Online Banking Service will be denied if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement and related Appendices.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank's Services are subject to processing cut-off times on a Business Day. Customer can obtain information on Bank's current cut-off time(s) for the Services by reviewing the relevant Service's Appendix or by calling Bank as set forth in Section 26 of this Agreement. Instructions received after a cut-off time or on a day other than a Business Day may be deemed received as of the next Business Day.

2.9 Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Such amendments shall apply to Customer in accordance with this Agreement, including, by way of example only, as set forth in Sections 14.2 and 20. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern changes to that Service. Further, notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security and related procedures and provide prompt subsequent notice of the change to Customer.

### 3. **Covenants, Representations, Warranties and Acknowledgments.**

3.1 Customer represents, warrants and covenants that:

3.1.1 the individual executing this Agreement on behalf of Customer has been authorized by all necessary Customer action to sign this Agreement, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service;

3.1.2 each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access;

3.1.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services;

3.1.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer;"

3.1.5 Customer shall use the Services only for its own lawful business or other Bank-approved purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees and Authorized Representative(s) do not use the Services for personal, family or household purposes, or any other purpose not contemplated by this Agreement or the Appendices or otherwise approved by Bank; and

3.1.6 Customer will use the Account(s) only for lawful purposes, and will not use the Account(s) for any unlawful or illegal purposes including, but not limited to, unlawful Internet gambling transactions of any sort (online gambling), and any betting transaction including the unlawful purchase of lottery tickets, casino chips, or off-track betting and wagering. Bank reserves the right to block all such transactions. However, in the event that such a transaction is approved and processed, Customer will still be liable for any associated fee or charge.

3.2 Customer acknowledges and agrees that Bank may unconditionally rely on the validity and accuracy of any communication or transaction made or purported to be made by an Authorized Representative in accordance with the terms of this Agreement and/or related Appendices.

3.3 Customer and Bank shall comply with (i) the Account Agreements, and (ii) all applicable laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") operating rules and guidelines, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively the "Compliance Laws").

### 4. **Account Agreement; Service Fees.**

4.1 Bank and Customer agree that any Account established by Customer in connection with the Services offered by Bank shall be governed by the Account Agreements. If there is any conflict between the terms and provisions of this Agreement and the Account Agreements, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 Customer agrees to compensate Bank for all the Services that Bank provides pursuant to this Agreement, including any Appendices, in accordance with the applicable Fee Schedule(s) between Bank and Customer in effect from time to time that apply to the Services (the "Service Fees"). By and upon entering into this Agreement, Customer acknowledges receipt of the Account Agreements and acceptance of the Service Fees and agrees to be bound by their terms, as those terms may be amended from time to time.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable Service Fees for the Services to the extent that such Service Fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of Available Funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other Deposit Account maintained by Customer with Bank. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income or that are otherwise the legal responsibility of Bank) that may be applicable to the Services provided by Bank hereunder.

4.4 Bank may amend the Service Fees, in the aggregate or individually, at any time. Bank will give notice to Customer of such changes in accordance with applicable law. Such amendments shall apply to Customer in accordance with this Agreement, including, by way of example only, as set forth in Sections 14.2 and 20.

5. **Customer Identification Program.** Customer agrees to provide to Bank, before Bank begins providing any Service(s) to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification. Such information may include, without limitation, official certificates of Customer existence, copies of Customer formation agreements and business resolutions or equivalent documents in a form acceptable to Bank, authorizing Customer to enter into this Agreement, to receive Services from Bank pursuant hereto and to designate certain individuals as Customer's Authorized Representatives.

## 6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services ("Software"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor or which govern Customer's use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the Software, as further described in Section 7 below.

6.2 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify, defend and hold harmless Bank and its successors and assigns from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any software provided with the Services or any other breach by Customer of any software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

**7. Computer Requirements.** For certain of the Services, Customer will need to provide at Customer's own expense, a computer, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Services and as described during the enrollment process (collectively, the "Computer"). Customer is responsible for the installation, maintenance and operation of the Computer. Customer's Internet or other web browser software must support encryption or other security measures as Bank may specify from time to time. Bank is not responsible for any errors or failures caused by any malfunction of the Computer. Bank is not responsible for any computer virus or related problems that may be associated with the use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Customer is responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Services. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services. Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

## 8. Bank Third Parties.

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that, accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission; or (iv) to the extent otherwise permitted by applicable law.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. Bank will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than Bank's Third Parties), however, and no such person shall be deemed Bank's agent.

## 9. Confidential Information.

9.1 "Confidential Information" means any information obtained by or disclosed or made available to either party hereto (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors.

9.2 Each party acknowledges that it may obtain or have access to the Confidential Information of the other party, and agrees to: (i) maintain the confidentiality, integrity and security of such Confidential Information; (ii) use such Confidential Information only for the purposes set forth in this Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder; (iii) disclose such Confidential Information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law; and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of such party's business, and in all cases, no less than a reasonable person standard) to ensure the security, integrity and confidentiality of Confidential Information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, the Confidential Information.

9.3 Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure; (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information.

## **10. Customer Information; Security Procedures.**

10.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees to promptly notify Bank of any changes to any information or authorization provided to Bank in connection with the Services and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

10.2 Customer agrees that it shall be solely responsible for ensuring compliance with any security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank complied with the security procedures.

10.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Bank may also accept oral instructions from persons identifying themselves as an Authorized Representative, and will verify the identity of such person as an Authorized Representative at the time of the request, based on Bank's current records. Bank may, but shall have no obligation to, call back the Authorized Representative from whom Bank purportedly received an instruction or call back a different Authorized Representative. Bank may, but shall have no obligation to, request additional confirmation, written or oral, of an instruction received via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

10.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction, request or transaction received from Customer or Customer's Authorized Representative, agent or vendor. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer. Any errors in an instruction, request or transaction from Customer, Customer's Authorized Representative, agent or vendor shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendices are commercially reasonable and that Bank may charge Customer's Account for any instruction, request or transaction that Bank executed in good faith and in conformity with the security procedures, whether or not the instruction, request or transaction is in fact authorized.

10.5 Customer is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized instructions, requests, transactions or transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate instructions, requests, transactions or transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any Access Devices and related instructions provided by Bank in connection with any security procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Device, security procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

10.6 Customer also agrees to adopt and implement its own commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches and promptly provide all such information to Bank.

10.7 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES TO ANYONE. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ENSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

**11. Duty to Inspect.** Customer is responsible for monitoring its use of all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems no later than ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or Internet Account access. Except to the extent required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days (or such longer period as may be required by applicable law) after Bank made available such report, statement or Internet Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any such error or problem.

**12. Overdrafts; Set-off.** Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient Available Funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately and without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at or evidenced by any certificate of deposit issued by Bank. If any of Customer's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

**13. Transaction Limits.**

13.1 In addition to other terms set out in the Agreement or any Appendix with respect to transaction or exposure limits, in the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any or all of the Services then being provided to Customer.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

**14. Term and Termination.**

14.1 This Agreement and any Appendix shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data reasonably required by Bank prior to commencing to provide the Service(s). Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide any Services to Customer until adequate documentation and information are provided.

14.2 This Agreement and/or any Appendix shall continue in effect until terminated by either party with ten (10) Calendar Days' prior written notice to the other, provided that Customer may terminate this Agreement or any Appendix immediately upon its receipt of notice from Bank of a change in or amendment of the provisions of this Agreement, the Services or any Appendix that is not acceptable to Customer, in accordance with Section 20 of this Agreement. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear expected, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Bank as set forth in Section 26 of this Agreement for instructions regarding the cancellation of all future-dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Services; (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including but not limited to the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation, covenant or warranty by Customer; (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement; (v) if there has been a seizure, attachment or garnishment of Customer's Account(s), assets or properties; (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds; (vii) in the event of termination of a third party contract by Customer or Bank which is necessary for the performance of one or more Services; or (viii) if Bank reasonably believes that the continued provision of Service(s) in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all Service Fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

## 15. Limitation of Liability; Disclaimer of Warranties.

15.1 Except to the extent otherwise required by law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct or bad faith. In no event shall Bank be liable for any consequential, special or indirect loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits, loss or damage from subsequent wrongful dishonor resulting from Bank's acts, or for any indemnification claim, whether contractual, equitable or other, regardless of whether the likelihood of such claim, loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Except to the extent otherwise required by law, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing to Customer for Services over the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Notwithstanding the foregoing, but subject to Customer's compliance with the requirements of Section 11, if Customer incurs a loss pursuant to a transaction that Customer has properly processed through the Services, due to Bank's gross negligence or willful misconduct in the handling of such transaction, Bank will be responsible for returning any improperly transferred funds, with interest at the rate paid by Bank at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. **RE-CREDITING OF CUSTOMER'S ACCOUNT AND RE-DIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SHALL CONSTITUTE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND CUSTOMER AGREES THAT IT SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF.** At Bank's option, payment of such interest may be made by crediting an Account of Customer with Bank.

15.3 Except to the extent required by law, or as otherwise expressly provided in this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.4 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.5 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.6 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra\_day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable

laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control.

15.7 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS." BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.8 Bank and Customer acknowledge and agree that the limitations of liability in this Section 15 are a bargained for allocation of risk and liability, and the parties agree to respect such allocation of risk and liability. Customer acknowledges and agrees that Bank would not enter into this Agreement without the limitations of liability set forth in this Section.

15.9 The provisions of this Section 15 shall survive termination of this Agreement.

## 16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, 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 due to any third party claim against Bank relating to or arising out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations under this Agreement or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations, covenants or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. **Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents Bank or Customer from operating normally.

18. **Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

19. **Entire Agreement.** Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein and Appendices, constitute the complete and exclusive statement of the agreement between them with respect to the Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Services.

20. **Amendments.** Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective in accordance with the notice to Customer as described below. Except in the event Customer elects to terminate this Agreement and/or any Appendix in accordance with Section 14.2, Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer.



**21. Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

**22. Assignment and Delegation.** Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement or any Appendix without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

**23. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**24. Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

**25. Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Maine.

**26. Notices, Instructions, Contacts.**

26.1 Except as otherwise expressly provided in this Agreement, all Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be made to Bank as follows:

*Postal Mail:* Customer can write Bank at:

**P.O. Box 1407  
Lewiston, ME 04243-1407**

*Telephone:* Customer may contact Bank by telephone Monday - Friday 8:00 AM to 5:00 PM Eastern Time (ET) at Bank's toll-free number: (800) 966-9172.

*Email:* Customer can contact Bank by email at: [customerservice@androskogginbank.com](mailto:customerservice@androskogginbank.com). (Please note that banking transactions through Bank's Business Online Banking Service are not made via email.)

**Regular email is not secure. Do not send confidential or sensitive information, such as a social security number, account number, personal identification number or password within the body of your email or any attachments thereto.**

All written notices and communications shall be sent by first class mail, postage prepaid and addressed to Bank at the address provided above. All such notices shall be effective upon receipt.

26.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business email address as it appears on Bank's records or electronically by posting the notice on Bank's website, on or with an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business email address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

**27. Jury Trial Waiver.** BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF OR THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 27 shall survive termination of this Agreement.

**28. Beneficiaries.** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

**29. Recording of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement or any Appendix may be recorded and retained by either party by use of any reasonable means.

**30. Facsimile Signature.** The parties acknowledge and agree that this Agreement and any Appendix may be executed and delivered by facsimile and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix with an original signature for its records.

**31. Relationship.** Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

**32. Additional Representations and Warranties.** For purposes of this Section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing this Agreement represent, warrant and agree:

(i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements;

(ii) that this Agreement has been duly authorized by a vote of the governing body of Customer that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as evidenced by the certification of the Secretary of the governing body and provided with this Agreement, or as otherwise provided and evidenced by the governing body of Customer and supported by applicable law;

(iii) that only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, automated clearing house ("ACH") or Account transfer functions;

(iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and

(v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing this Agreement represent, warrant and agree:

(i) that this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on behalf of Customer;

(ii) that this Agreement has been duly authorized by a senior officer of Customer;

(iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement;

(iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and

(v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing This Agreement further represent, warrant and agree:

(i) that upon Bank's request, Customer shall provide evidence of those persons authorized to disburse Customer funds as described in (a) (iii) and (b) (iv) above;

(ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual basis; and

(iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

**33. Use of Services with Designated Related Entities.** This Section governs Customer's use of the Services in conjunction with certain of Customer's Designated Related Entities (as defined below), as applicable and as may be approved by Bank from time to time, in Bank's sole and exclusive discretion.

33.1 This Section relates to: (i) Bank's provision of the Services described in and associated with this Agreement to any of Customer's Designated Related Entities in relation to each such party's own Accounts with Bank; (ii) viewing the Accounts of Customer's Designated Related Entities ("View Access"); (iii) transfers of funds between and among Customer's Accounts and the Accounts of any Designated Related Entities ("Internal Transfers"); and (iv) transfers of funds from the Account(s) of Customer and/or any Designated Related Entities to third parties by bill payment, ACH or wire transfer, where applicable, as and when approved by Bank in its sole and exclusive discretion ("External Transfers"). The permitted scope of View Access, Internal Transfers and External Transfers is described in this Section.

33.2 Consistent with this Section, Customer and all Designated Related Entities agree, jointly and severally, to be bound by and liable for the terms and conditions set forth in this Agreement, and agree that each obligation of Customer shall be performed by and be the responsibility of all of them. Without limiting the foregoing, Customer and each Designated Related Entity shall be jointly and severally liable for (a) the use of any of the Services as described herein, (b) any fees due with respect to the Services, (c) any overdraft resulting from use of the Services, and (d) any post-dated instructions or transfers, including Internal Transfers and External Transfers, which may be initiated by any Authorized User.

33.3 For purposes of this Section, "Designated Related Entity" means any business entity related to or affiliated with Customer, that:

(i) desires, by means of the Services, to authorize and engage in the View Access, Internal Transfers and External Transfers described in this Section;

(ii) directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Customer (where "control," "controls" and "controlled" means ownership of more than fifty percent (50%) of the shares or other equity interests entitled to vote for the election of directors or otherwise select the person(s) authorized to manage an entity); and

(iii) Customer designates to Bank in writing or otherwise in accordance with the requirements of the Services and such other application, schedule, exhibit, Set-Up Form or other form or document as Bank may require from time to time (hereinafter a "Designated Related Entity Access Form").

Subject to Bank's approval, each Designated Related Entity hereby authorizes and requests Bank to provide the Services to each Designated Related Entity as may be requested by Customer from time to time, acting as agent for each Designated Related Entity. Such acts of Customer may be requested by Customer's Administrator and any Authorized User. Customer is authorized to designate which Accounts of Designated Related Entities with Bank (which may include all such Accounts) shall be accessed using the Services and which of the Services shall be used in conjunction with each Designated Related Entity. Bank is hereby authorized and directed by each Designated Related Entity to accept instructions from Customer, as agent for Designated Related Entity, with respect to any and all Services provided to Designated Related Entity from time to time under this Agreement.

#### 33.4 Rights under this Section.

33.4.1 Without limiting the foregoing, Customer shall have the ability hereunder, upon direction of Customer's Administrator and/or Authorized User(s) and without inquiry by or notice from Bank, to access and utilize the Services described in this Agreement in conjunction with the Account(s) of Customer and/or any Designated Related Entities. Subject to Bank's prior approval, in its sole and exclusive direction, such use may include: (i) View Access to the Account(s) of any Designated Related Entity; (ii) initiating or otherwise engaging in Internal Transfers involving the Account(s) of any Designated Related Entity; and (iii) initiating or otherwise engaging in External Transfers involving the Account(s) of any Designated Related Entity.

33.4.2 Without limiting the foregoing, each Designated Related Entity shall have the ability hereunder, upon direction of Customer's Administrator and/or Authorized User(s) and without inquiry by or notice from Bank, to utilize the Services described in this Agreement and any Appendix in conjunction with the Account(s) of Customer or any Designated Related Entities. Subject to Bank's prior approval, in its sole and exclusive direction, such use may include: (i) View Access to Customer's Account(s) or of any other Designated Related Entity; (ii) initiating or otherwise engaging in Internal Transfers involving Customer's Account(s) or of any other Designated Related Entity; and (iii) initiating or otherwise engaging in External Transfers involving Customer's Account(s) or of any Designated Related Entity.

33.4.3 Without limiting the foregoing, individual or daily transfers between Accounts may be made in any amount not exceeding the available balance in the Account from which the transfers are made. Bank reserves the right to limit the frequency and dollar amount of transfers from the Accounts for security reasons. In addition, Customer's and each Designated Related Entity's ability to transfer funds between certain Accounts is limited by law and as set forth in each Account Agreement between Bank and Customer or Bank and the applicable Designated Related Entity.

#### 33.5 Acknowledgments.

33.5.1 Customer and each Designated Related Entity acknowledge and agree that, pursuant to the terms hereunder, Customer and each Designated Related Entity, acting through any Authorized User (whether or not in fact authorized in a particular case, including whether or not a signer on a Designated Related Entity's Account(s)) and as applicable, will be permitted to view the Account(s) of Customer or any Designated Related Entity, to initiate Internal Transfers and to engage in External Transfers. Customer and each Designated Related Entity also acknowledge and agree that, pursuant to the terms hereof and subject to Bank's prior approval, in Bank's sole and exclusive discretion, Customer and each Designated Related

Entity may also be permitted to utilize additional Services involving the Account(s) of Customer or any Designated Related Entity. Customer and each Designated Related Entity hereby expressly acknowledge and agree to comply with, abide and be governed by the terms described in this Agreement regarding their respective use of the Services. Without limiting the foregoing, Customer and each Designated Related Entity agree that an Internal Transfer or External Transfer initiated by an Authorized User employed by any of them (or by any person utilizing the security procedures applicable to such Authorized User) shall be deemed an act of an Authorized User of Customer or the Designated Related Entity whose funds are affected by such transfer, and all of the terms and conditions of this Agreement shall apply to such transfer as if it had been ordered by such Customer or Designated Related Entity.

33.5.2 Customer specifically acknowledges and agrees that its rights with respect to the Account(s) of each Designated Related Entity are limited to those rights specifically described in this Section, and that other features of the Services described in the Agreement or any Appendix may or may not be made available with respect to any Designated Related Entity's Account(s).

33.5.3 Each Designated Related Entity specifically acknowledges and agrees that its rights with respect to Customer's Account(s) and of each other Designated Related Entity are limited to those rights specifically described in this Section, and that other features of the Services described in this Agreement or any Appendix may be made available with respect to Customer's Account(s) or the Account(s) of any other Designated Related Entity at Bank's sole and exclusive discretion.

33.5.4 Customer and each Designated Related Entity acknowledge and agree that: (a) each Administrator and Authorized User of the Services will have the ability to exercise the rights described herein with regard to both Customer's and each Designated Related Entity's Account(s); (b) each Administrator of Customer and each Authorized User designated by such Administrator(s) shall be deemed to be an Authorized User of each Designated Related Entity, subject to such limitations, restrictions and other requirements designated by the Administrator(s) for each Authorized User with respect to each Account of each Designated Related Entity; and (c) all Authorized Users of a Designated Related Entity may be designated by such Administrator(s) as an Authorized User of Customer and all other Designated Related Entities, subject to such limitations, restrictions and other requirements designated by the Administrator(s), and as otherwise provided under the terms herein.

33.5.5 Customer may remove or add additional Designated Related Entities, or additional Accounts of current or future Designated Related Entities, to this arrangement without notice to, or the knowledge or consent of, any current Designated Related Entity.

33.5.6 Customer may add additional Administrator(s) and/or Authorized User(s) to this arrangement without the knowledge or consent of any other Designated Related Entity. Such Administrator(s) and/or Authorized User(s) may or may not be signers on the Designated Related Entity's Account(s), in which case funds can be transferred to or from any Designated Related Entity's Account(s) by individuals who are not signers on the Designated Related Entity's Account(s).

33.5.7 Customer and each Designated Related Entity acknowledge and agree that Bank did not at any time solicit Customer and/or any Designated Related Entity for activation of this arrangement, and that Bank is providing the arrangement as an accommodation to and at the express request of Customer and each Designated Related Entity.

33.5.8 Customer and each Designated Related Entity acknowledge and agree that Customer and each Designated Related Entity are all responsible for reviewing and understanding any negative impact on Customer or any Designated Related Entity that may arise due to this arrangement or allowance of these affiliated-entity access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of each other in insolvency or otherwise, and increased losses due to unauthorized transactions).

33.5.9 Customer and each Designated Related Entity acknowledge and agree that Bank shall have no obligation to allow any person or entity to become a Designated Related Entity with respect to this arrangement, to allow any Account of any person or entity to be added to this arrangement, or to provide or continue to provide this arrangement for any Designated Related Entity or Account. Bank may also, at any time and from time to time, establish limits on or eligibility criteria for the types or number of Designated Related Entities or Accounts for which this arrangement is provided.

### 33.6 Representations, Warranties and Covenants.

33.6.1 Customer and each Designated Related Entity represent, warrant and covenant that any and all transfers and commingling of funds that may occur via the Services and as described herein, and all other aspects of the rights with respect to the Account(s) of Customer and each other Designated Related Entity, have been and will be duly authorized by all necessary parties, including, without limitation, the accountholder of each Account, and that Customer and each Designated Related Entity have obtained, and shall maintain in their regular business records and make available to Bank upon reasonable demand for a period of six (6) years after the termination of this Agreement or any Services, adequate documentary evidence of such authorization from the accountholder of each Account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements.

33.6.2 Customer and each Designated Related Entity further covenant and agree that: (a) each transfer or any commingling of funds that may occur via the Services and described herein shall not be in violation of any of their internal policies and procedures, nor be in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority; and (b) this Agreement has been duly authorized by all necessary organizational action and are the valid and binding agreements of each of them, enforceable in accordance with their terms.

33.7 Ongoing Customer Responsibilities. Customer and each Designated Related Entity shall have the sole responsibility, on an ongoing basis, for:

(i) Monitoring the features and capabilities of the Services and assessing the propriety of continuing its enrollment in the Services and its continuing participation in this arrangement (which includes Customer's authority and ability to designate additional Designated Related Entities, additional Accounts, and additional Authorized Users);

(ii) Obtaining from Customer updated listings of all Designated Related Entities, Accounts and Authorized Users under this arrangement, together with such further information concerning such Designated Related Entities, Accounts and Authorized Users as the Designated Related Entity deems necessary;

(iii) Obtaining from Customer the level of access (e.g., "View" only or "Full") provided to each Authorized User, and determining the propriety of that level of access; and

(iv) Establishing and maintaining appropriate procedures to account for its funds and transactions in its Accounts.

33.8 Modifications. Customer and each Designated Related Entity acknowledge and agree that additional Designated Related Entities may be added to this arrangement by request of Customer, subject to Bank's approval in Bank's sole and exclusive discretion. A Designated Related Entity may be removed from this arrangement by request of Customer, or by action of Bank. Each Designated Related Entity hereby approves of the addition or removal, at any time, of other Designated Related Entities, Accounts and Authorized Users as provided herein, without notice to or further consent of such Designated Related Entity. Customer and each Designated Related Entity acknowledge and agree that the addition of any new or deletion of any current Designated Related Entity(ies) to this arrangement shall require the execution and delivery of an appropriate form(s) by Customer, and by any new Designated Related Entity(ies) in Bank's sole discretion, which documents shall be considered a part of this arrangement and otherwise attached hereto. Removal of a Designated Related Entity shall not relieve that Designated Related Entity of any contingent or matured obligation incurred hereunder prior to that removal.

33.9 Indemnification. Without limiting anything else contained herein, Customer and each Designated Related Entity shall indemnify Bank in the manner described in Section 16 of this Agreement against any claim made by any of them, or by any third party, relating to or arising out of Bank's compliance with the instructions of Customer or any Designated Related Entity pursuant to this Agreement, including, without limitation, any claim that any transfer or deposit authorized pursuant hereto was wrongful as against any of Customer, any Designated Related Entity, or any such third party. The foregoing indemnification obligation shall also apply, and Bank shall have no liability whatsoever, in the event that any of the Services are used by Customer and/or any current Designated Related Entity(ies) involving any new Designated Related Entity(ies) for which a new request has not been delivered to Bank by Customer, as described in Section 33.8 above.

#### **34. Third-Party Service Provider Activities.**

34.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Third-Party Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Third-Party Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

34.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). All transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, 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 relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

35. **Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement and do not in any way limit or define Customer's or Bank's rights or obligations.

**IN WITNESS WHEREOF,** Customer and Bank have duly caused this Appendix to be executed by an Authorized Representative.

**CUSTOMER**

**ANDROSCOGGIN BANK**

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

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

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

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

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_