

AUBURNBANK
CASH MANAGEMENT SERVICE AGREEMENT

THIS CASH MANAGEMENT SERVICE AGREEMENT (this "Agreement") dated as of _____ is made by and between AUBURNBANK, an Alabama state bank ("Bank") and _____, a _____ ("Customer").

WHEREAS Customer desires to obtain certain cash management services set forth in this Agreement (as defined below) now or in the future incorporated as part of this Agreement, and Bank is willing to provide the Services (as defined below) but solely on the terms and conditions and for the compensation contained in this Agreement;

NOW THEREFORE, Bank and Customer hereby agree that the following provisions will govern the obtaining and providing of the Services:

1. The Services. Bank will provide and Customer will obtain the cash management services (the "Services") described in this Agreement and the Bank's Cash Management User Manual (the "User Manual") in accordance with the provisions of this Agreement. The Services, which include the AuburnBank Online and bill payment services described below, are accessible via the AuburnBank Online Service available to Customer through the Bank's web site (the "Bank Site"). Bank may offer additional Services through AuburnBank Online from time to time, such as ACH, wire transfer and stop payment. Such Services, whenever added, shall be subject to the separate service agreements, this Agreement, and the User Manual, and are included within the references to the "Services" in this Agreement. To use AuburnBank Online, the Agreement must be in good standing, and Customer must have at least one checking account with Bank, access to Internet service, and an e-mail address. Confirmation of Bank's acceptance of Customer's enrollment will be sent to Customer, along with an assigned Customer User ID and temporary Personal Identification Number (PIN) and a separate Customer Administrator User ID and PIN. AuburnBank Online can be used to access all of Customer's credit and deposit accounts with Bank (the "Accounts"). Customer is responsible for restricting access to Accounts via AuburnBank Online and Bank undertakes no obligation to monitor transactions through AuburnBank Online to determine that they are made on behalf of Customer, except as expressly provided herein. Customer can use AuburnBank Online seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled system maintenance. Bank will attempt to post notice of any extended periods of nonavailability on the Bank Site or otherwise attempt to provide prior notice to Customer. Questions regarding the Services may be directed to customerservice@auburnbank.com, 100 N. Gay Street, PO Box 3110, Auburn, AL 36831-3110, or (334) 821-9200 or 1-888-988-2162 (during the Banking Day). Customer agrees not to send confidential information to Bank by electronic mail.

2. AuburnBank Online Service.

(a) **Internet Banking Service.** Customer can use AuburnBank Online to check the balance of Accounts, view Account histories, transfer funds between Accounts, order checks for Accounts, and view checks paid on Accounts, all as provided onscreen and in the User Manual.

(b) Limits on Amounts and Frequency of Transfers. The number of transfers from Accounts and the amounts which may be transferred may be subject to certain limits pursuant to the terms of the underlying Account Agreements (as hereinafter defined) or applicable law. If a hold has been placed on deposits made to an Account, Customer cannot transfer the portion of the funds held from the Account until the hold expires.

(c) Account Information. Information shown on AuburnBank Online is generally current. The Account balance may include deposits still subject to verification or other items memo posted to the Account (e.g., debit card activity) and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges. Transfers initiated through AuburnBank Online before 2:00 p.m. (Central Time) on a Banking Day are posted to the Account the same day. Transfers completed after 2:00 p.m. (Central Time) on a Banking Day or on a Saturday, Sunday or banking holiday, will be posted on the next Banking Day.

(d) Scheduled Transfers. Please note that AuburnBank Online identifies scheduled transfers based upon the User ID of the user who made the electronic transfer. Customer agrees that the Scheduled Transfer screens in both the Transfer and Bill Payer menu options of AuburnBank Online will not reflect scheduled transfers made by multiple users from the same Account if different User IDs are used. Customer agrees to communicate with any other persons with authorized access to the Accounts concerning any scheduled transfers or bill payments from the Accounts in order to avoid overdrafts.

3. Bill Payment Service. Sign here for this service : _____
Security word for Bill Pay telephone inquiries : _____

(a) Bill Payments. The AuburnBank Online bill payment service is provided by Metavante Bill Payment Services (the "Service Provider"), and allows Customer to schedule bill payments through AuburnBank Online. Customer can arrange for the payment of current, future and recurring bills from a specified checking account of Customer with Bank that has unlimited check-writing privileges. There is no limit to the number of payments that may be authorized. The minimum dollar amount of each bill payment is \$0.01; the maximum amount of each bill payment is \$9,999.99. Customer may pay any merchant or individual located in the United States and approved by Bank for payment through AuburnBank Online Bill Payment Service, excluding child support or alimony payments and payments to federal, state, or local government agencies. Bank reserves the right to refuse to pay any payee designated by Customer and will notify Customer in that event.

(b) How to Schedule a Payment. Customer must designate: (a) the Bank checking account from which the payment is to be made (the "Payment Account"); (b) the complete name of the payee, the payee account number, and the payee's remittance address, all exactly as shown on the payee billing statement or invoice; (c) the amount of the payment; and (d) the date the payment should be debited from the Payment Account.

(c) How Far in Advance to Schedule a Payment. If the payee is to be paid by paper check (as indicated on the Bill Payer list), paper checks are mailed to the payee and the payee

may not receive the payment until 5 Banking Days after the date the payment is debited from Payment Account. If the payee is to be paid electronically (as indicated on the Bill Payer list), the payee may not receive the payment until 3 Banking Days after the date the payment is debited from the Payment Account. Scheduled payments that fall over a week-end will be processed on Friday evening. Any new payments that are scheduled over that particular week-end will be processed on Sunday night. Holiday processing occurs the Banking Day following the holiday. Customer understands and agrees that Bank is not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party, such as the failure of the payee to properly post a payment to the payee account.

(d) Authorization to Debit Payment Account. Customer authorizes and directs Bank to act on all payment orders made using Customer's User ID and PIN and to charge the Payment Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on Customer's behalf.

(e) Inconsistency of Payee Name and Payee Account Numbers. Customer acknowledges that if a payment order describes the payee inconsistently by name and number, payment of the bill payment may be made on the basis of the payee account number, even if the number identifies a person different from the named payee.

(f) Canceling Scheduled Payments. Bill payments may be cancelled online (by following the onscreen instructions) before 10:00 p.m. (Central Time) on the day before the scheduled payment date.

(g) Stopping a Payment That Has Been Debited. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from the Payment Account, Customer cannot cancel or stop a bill payment that has been paid electronically. Customer may be able to stop a bill payment paid by paper draft by contacting Bill Payment Customer Service at 1-866-211-1502 before the paper draft has cleared. (Customer will have to contact Bank separately by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, Bank will process Customer's stop-payment request. Bank will notify Customer immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen. Bank may charge an additional fee for stopping payment of an AuburnBank Online bill payment in addition to Bank's normal stop payment charges for the Payment Account.

(h) Bank's Responsibility in the Event of Failure to Make a Scheduled Payment. If Bank does not properly complete a bill payment on time or in the correct amount, Bank will pay any late fees or finance charges (up to \$50.00) as long as the payee account was in good standing with the merchant or payee prior to this incident. Bank shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that Customer has not scheduled properly or the payee has not posted properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. Bank will also not be liable if there are insufficient funds or credit availability in the Payment Account

and/or overdraft protection plan; if a legal order directs Bank to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Bank will not be liable for indirect, special, or consequential damages arising out of the use of the bill payment service.

4. User ID and PIN.

(a) **Security Procedure.** The User IDs and PINs must be entered on the appropriate pages of the Bank Site to initiate a secure AuburnBank Online banking session. Customer will be issued a temporary PIN and will be required to change the PIN upon initial log-in. Customer agrees that the use of the User IDs and PINs constitutes a "commercially reasonable" security procedure for Customer's use of AuburnBank Online (including the origination of transfers) and is appropriate to Customer's relationship with Bank hereunder. Customer acknowledges that the purpose of the security procedures is for the verification of authenticity and not to detect an error in the transmission or content of any communication or transfer. No security procedure for the detection of any such error has been agreed upon between the Bank and Customer. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and the User IDs and PINs.

(b) **Confidentiality and Security.** Customer agrees that Customer will not under any circumstances disclose the PINs to anyone, including anyone claiming to represent Bank. Customer acknowledges that no one from Bank will ever ask Customer for the PINs, and that Bank employees do not need the PINs for any reason. Bank recommends that Customer create PINs that utilize both upper and lower case alpha and numeric characters for purposes of security. The PINs should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, names of children, and should be memorized rather than written down. Customer should change the PINs periodically. If Customer believes the secrecy of the PINs has been compromised, Customer agrees to immediately notify Bank of that fact and immediately change the PINs. Customer agrees to notify Bank promptly by telephone at (334) 821-9200 or 1-888-988-2162 if it has reason to believe that the User IDs or PINs has been lost, stolen, or improperly accessed or used. Bank agrees to act to cease processing further transactions using the User IDs and PINs, but Customer will be responsible for all transactions processed until Bank has had a reasonable opportunity to act (including, without limitation, transactions that have been initiated and not processed which Bank cannot stop).

(c) **Authorization for Bank.** Customer authorizes and directs Bank to act upon instructions received through AuburnBank Online using the User IDs and PINs. Customer is liable for all transactions made or authorized with the use of the PINs. Bank has no responsibility for establishing the identity of any person who uses the PINs. Customer agrees that if Customer gives the PINs to anyone or fails to safeguard its secrecy, Customer does so at its own risk since anyone with the PINs will have access to the Accounts. By directing Bank, through the use of AuburnBank Online and the User IDs and PINs, to transfer funds or make a payment of any kind, Customer authorizes Bank to withdraw from the Account the amount of funds required to complete the transaction. Any requests or instructions Bank receives through the AuburnBank

Online using the User IDs and PINs shall constitute writings with Customer's signature as provided under all applicable law, and shall have the same force and effect as a writing signed by Customer. This includes requests with respect to funds in any Account, wire transfer instructions, stop payment orders, bill payment instructions, changes to Accounts or services or any other communication provided through AuburnBank Online using the User IDs and PINs.

(d) Customer Administrator; Authorized Users. Customer shall designate a Customer Administrator below its signature line to this Agreement. Customer may change the Customer Administrator from time to time by sending written notice to Bank on Customer's letterhead signed by an authorized representative of Customer. Such notice shall become effective after Bank has received the notice and had a reasonable opportunity to act on it. Customer hereby authorizes and directs the Customer Administrator to delegate access to the Services to agents and representatives of Customer (each, an "Authorized User" and assign permissions to Authorized Users to view account and other information, initiate bank transfers, and initiate bill payments on behalf of Customer. By following the instructions online on the administration page, the Customer Administrator may add, delete or change Authorized Users and may add, delete or change permissions for Authorized Users. If Bank agrees to perform any of the Customer Administrator's functions on Customer's behalf, then Customer agrees to pay Bank additional fees for such services. Each Authorized User will have a unique User ID and PIN enabling the Authorized User to access the Accounts through AuburnBank Online, as determined by the permissions granted by Customer. Customer agrees that each Authorized User designation and/or permission assignment constitutes the binding appointment of the individual Authorized User as Customer's agent for the specified functions and authorization for Bank to rely on instructions made using any Authorized User User ID and PIN as if such instructions were received directly from Customer. If an Authorized User is designated to view account and other information, that Authorized User will have access to only the account(s) and information as setup by Customer through Online Banking for designated accounts. If an Authorized User is designated to initiate bank transfers, that Authorized User will be able to initiate transfers to and / or from only those accounts as designated by Customer. If an Authorized User is designated to order bill payments, that Authorized User will be able to order payments from the Account. This means that notwithstanding any term of any Account Agreement (including any signature card), Authorized Users may be granted access to the Accounts. BANK WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY UNAUTHORIZED USE OF ANY USER ID OR PIN, INCLUDING ANY AUTHORIZED USER USER ID OR PIN, UNTIL BANK HAS RECEIVED PROPER NOTICE OF ANY POSSIBLE UNAUTHORIZED USE AND HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Customer agrees that it will obtain the agreement of each Authorized User to the terms of this Agreement before Customer grants access to the Authorized User. Unless the context clearly requires otherwise, each reference to Customer in this Agreement shall include each "Authorized User" and each reference to "PIN" shall include Customer's PIN and each Authorized User's PIN. Notices sent to Customer will be deemed sent to each Authorized User, as appropriate; Customer is solely responsible for notifying the Authorized Users of the terms of this Agreement and each such notice, and for ensuring the Authorized Users' compliance with such terms.

5. Rejection of Payment Orders; Overdrafts.

(a) Rejection of Payment Orders. Customer acknowledges that Bank and/or the Service Provider may from time to time, in its sole discretion, reject any payment order or return any transfer (i) if there are insufficient or unavailable funds in the Account or the Account has been closed or is frozen, (ii) if the payment order does not conform to the terms of this Agreement or those provided onscreen, or (iii) if the payment order appears to be a duplicate, but neither Bank nor the Service Provider is under any obligation to recognize that a payment order is a duplicate, and Customer should not rely on Bank and/or the Service Provider to do so. If a payment order is rejected or a bank transfer is returned, either Bank and/or the Service Provider will notify Customer, and Customer will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and online. Either Bank and/or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer even though an overdraft to the Account results. Customer agrees that neither Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer.

(b) Overdrafts (Order of Payments, Transfers, and other Withdrawals). If the Account has insufficient funds to perform all electronic fund transfers Customer has requested for a given Banking Day, then:

(i) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;

(ii) Electronic fund transfers initiated through AuburnBank Online, including bill payments, which would result in an overdraft of Customer account may, at Bank's discretion, be cancelled; and

(iii) In the event the electronic fund transfers initiated through AuburnBank Online, including bill payments, which would result in an overdraft of the Accounts that are not cancelled, overdraft charges may be assessed pursuant to the terms of the Account Agreement.

If an overdraft occurs in an Account, Customer agrees to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

6. Disclosures, Notices and Periodic Statements. Customer agrees that to the extent permitted by law, receipts, notices and disclosures associated with AuburnBank Online banking services may be provided electronically to Customer by e-mail, facsimile or over the Internet, either as part of an AuburnBank Online banking session or otherwise. Customer will not receive a separate AuburnBank Online statement. Transfers to and from the Accounts using AuburnBank Online will appear on the respective periodic paper statements for the Accounts. Customer may use AuburnBank Online to view activity in Account as indicated above. Customer agrees to promptly notify Bank of any changes to its e-mail address.

7. Account Reconciliation. Customer must examine the periodic statement for each Account with "reasonable promptness." If Customer discovers (or reasonably should have discovered) any unauthorized payments or alterations, Customer must promptly notify Bank of

the relevant facts. If Customer fails to do either of these duties, Customer will have to either share the loss with Bank, or bear the loss entirely (depending on whether Bank exercised ordinary care and, if not, whether Bank substantially contributed to the loss). The loss could be not only with respect to items, transfers or payments on the statement but other items forged or altered or unauthorized transfers or payments made by the same wrongdoer. Customer agrees that the time to examine the statement and report to Bank will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to Customer. In that event, Customer will be liable for the full amount of the item, transfer or payment and Bank will not be responsible for the payment of any interest to Customer. Customer further agrees that if Customer fails to report any unauthorized signatures, alterations, forgeries, transfers or payments or any other errors in the Account within 60 days of when Bank makes the statement available, Customer cannot assert a claim against Bank on any items, transfers, payments or other errors in that statement, and the loss will be entirely the Customer's. This 60-day limitation is without regard to whether Bank exercised ordinary care. In that event, Customer will be liable for the full amount of the item, transfer or payment and Bank will not be responsible for the payment of any interest to Customer. This limitation is in addition to that contained hereinabove.

Customer must furnish the following information to Bank: (a) Customer name and Account number (if any); (b) a description of the error or transfer, and a complete explanation of the error, or request for more information; and (c) the dollar amount of the suspected error. If the suspected error relates to a bill payment made via the AuburnBank Online Bill Payment Service, Customer must also provide the Account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.) If Customer contacts Bank by telephone or by e-mail (other than through a secure AuburnBank Online banking session), Bank may require that Customer send the complaint or question in the form of a paper writing by postal mail or fax within 10 Banking Days.

8. No Default. As of the date of this Agreement and each date that Customer requests or receives Services, Customer expressly represents and warrants to Bank that neither (a) Customer's agreement to the terms of this Agreement (whether agreed to by Customer now or in the future) nor (b) its obtaining of the Services will constitute an event of default under any agreement, including without limitation, any loan agreement, that Customer has with Bank or any other party.

9. Financial and Other Information.

(a) Customer Information. Upon Bank's request from time to time, Customer will promptly furnish all financial and other information to Bank as Bank deems necessary or appropriate, in its sole discretion, for the provision of the Services, the performance of Bank's responsibilities or the exercise of Bank's rights under this Agreement.

(b) Confidentiality and Security. Bank will take reasonable precautions to maintain the confidentiality and security of Customer's private account information; provided, however, that Bank may disclose such information in connection with the performance of the Services, the resolution of any dispute with Customer regarding this Agreement, and as permitted or required

by applicable law, legal process or by any regulatory or supervisory agency to which Bank may be subject. Customer acknowledges that if any third party performs some or all of the Services, Bank will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities.

(c) **Proprietary Information of Bank.** Customer acknowledges that all of Bank's computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, and logos relating to the Services are and will continue to be the sole and exclusive property of Bank, Bank's servicers, agents or independent contractors, and Customer does not and will not claim any interest in them, and will return them to Bank promptly upon termination of this Agreement, the applicable Service, or upon Bank's request.

10. Indemnity; Limits of Liability; Disclaimer of Warranties.

(a) **Indemnity.** Except as may be directly attributable to Bank's lack of good faith or failure to exercise ordinary care and as limited by Section 4-103 of the Uniform Commercial Code as enacted in the state of Alabama (as applicable), Customer will defend, indemnify and hold harmless Bank and Bank's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands to which Bank, or Bank's affiliates, directors, officers, employees, agents, servicers, or independent contractors (as applicable) may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Services, or any obligation, responsibility, warranty or representation of Customer relating to the Services, or Customer's breach of any term of this Agreement, regardless of the nature of any loss. Not in limitation of the foregoing, Customer further agrees to indemnify, defend, hold harmless and release Bank and Bank's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) from and against any and all liability, and agrees not to make any claim against Bank and Bank's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) or bring any action against any of them, relating to its honoring or allowing any actions or transactions that were conducted by the Customer Administrator or Bank in its performance of any Customer Administrator function or under the User ID or PIN or acting upon messages or authorizations provided using the User ID or PIN. Customer agrees that Bank and Bank's affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide Customer with access to AuburnBank Online, whether caused by the equipment, software, Bank, Internet service providers, Internet browsers, or parties providing communication services to or from AuburnBank Online to Customer.

(b) **Limits of Liability.** With respect to the performance of services under this Agreement that are not covered by UCC 4A as enacted in Alabama, the parties will be governed by a standard of ordinary care. Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of the Uniform Commercial Code. Except as specifically provided in this Agreement,

or otherwise required by law, Customer agrees that Bank and Bank's affiliates, directors, officers, employees, agents, servicers or independent contractors shall not be liable for any indirect, incidental, special, punitive, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of Customer's use of or access to any Service, including loss of profits, revenue, data or use by Customer or any third party, whether in an action in contract or tort or based on a warranty regardless of whether or not any of them have been informed of the possibility of any such damage. Further, in no event shall the liability of Bank and its affiliates, directors, officers employees, agents, servicers, or independent contractors exceed the amounts paid by Customer for the applicable Service during the preceding six (6) calendar months, except as specifically provided in this Agreement. Not in limitation of the foregoing, Customer further agrees that: Bank shall be excused from any failure or delay in executing a bank transfer if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, Customer agrees that Bank shall have no liability whatsoever for any loss caused by the act, error, or omission of Customer or any other person, including, without limitation, the Service Provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent.

(c) **Force Majeure.** In no event shall Bank be liable at any time to Customer or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond Bank's control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution.

(d) **DISCLAIMER OF WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR COMPUTER VIRUS OR OTHER DISABLING ROUTINE IS MADE BY BANK WITH RESPECT TO ANY SERVICE, AND BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES.** Not in limitation of the foregoing, Bank does not warrant that AuburnBank Online or the Bank Site will operate without errors, or that any or all AuburnBank Online Services or the Bank Site will be available and operational at all times.

(e) **Customer's Liability for Unauthorized or Erroneous Transfers.** To the fullest extent permitted by applicable law, Customer agrees to be responsible for all unauthorized or erroneous payment orders initiated through AuburnBank Online. Customer's liability for unauthorized or erroneous items is also governed by the Account Agreement.

11. Payment for the Services.

(a) **Fees and Charges.** Customer agrees to pay Bank the charges for the Services set forth in the Schedule of Cash Management Services and Prices (the "Fee Schedule"), the Schedule of Services and Service Charges - Business Accounts (the "Account Fee Schedule"), and any separate fee schedule for a specific Service (the "Service Fee Schedule") (collectively, the "Fee Schedules"), all as may be changed from time to time. Customer acknowledges Bank's absolute right to adjust the charges for the Services (including, without limitation, to reflect the increased cost or risk, as determined by Bank, of providing the Services to Customer). Customer will also be solely responsible for payment of any tariffs, duties, or sales, use, excise, value added, utility or other similar taxes relating to the Services, none of which are included in the Fee Schedules.

(b) **Payment.** Customer authorizes Bank to charge Customer's checking account designated below Customer's signature to this Agreement (the "Billing Account") in order to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Billing Account, or by a combination of the preceding, but debiting the Billing Account is not Bank's exclusive remedy. Bank will notify Customer of any debit made under this paragraph either by separate written notice or as part of Bank's statement of the Billing Account for the period in which the payment amount was debited. Customer may change the Billing Account to another checking account of Customer with Bank by notifying Bank as provided in Section 15 of this Agreement.

12. Security Interest; Set-Off.

(a) **Security Interest.** Customer agrees that Customer's obligations under this Agreement, including, without limitation, any indebtedness or liability arising out of or in connection with the Services, will be secured by any collateral now or in the future held by Bank or on which Bank now or in the future has a lien or security interest for any other indebtedness Customer owes to Bank, whether such other indebtedness has already been incurred or is incurred in the future, and the instruments and agreements under which such collateral is provided are hereby amended to secure Customer's obligations under this Agreement. Customer hereby assigns all of its deposit accounts with Bank and any affiliate of Bank to Bank to secure its obligations to Bank under this Agreement.

(b) **Set-off.** Customer expressly authorizes Bank to debit any account maintained by Customer with Bank (including, without limitation, the Billing Account) or any affiliate of Bank and/or set off any of Customer's obligations to Bank under this Agreement (including the Exhibits) against any amount it owes to Customer in order to obtain payment of Customer's obligations under this Agreement.

13. Minimization of Risk. If and to the extent Bank permits Customer to have the use of funds for which Customer has not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to Customer, which Bank may terminate at any time. Bank has the absolute right to delay the availability of funds for the Billing Account or any account involved in the provision of the Services (together with the Billing Account, the "Accounts"), without regard to any availability schedule designated by Bank or any

practice or pattern of practices by Customer. If Bank deems, in its sole and absolute discretion, that its risk exposure as provider of the Services under this Agreement has become too great, Bank may act to minimize this exposure by (a) requiring Customer (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of Customer's accounts with Bank (including, without limitation, the Billing Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.

14. Notices.

(a) **Delivery.** Notices to be sent under this Agreement (unless otherwise specifically provided in any Exhibit) shall be sent by United States first class mail, overnight mail or by hand to the individual executing this Agreement on behalf of the party to the street address set forth below such signature (or such other individual or address designated by the party in writing from time to time) and shall be deemed received upon the earlier of the date of actual receipt or four (4) Banking Days after the date sent by United States first class mail.

(b) **Reliance.** Except as otherwise expressly provided in this Agreement, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. Bank will be entitled to rely on any written notice or communication believed by Bank in good faith to be genuine, and any such communication shall be deemed to have been given by Customer.

15. Events of Default. Each of the following shall constitute an event of default by Customer (an "Event of Default") under this Agreement: any (a) breach of Customer's obligations, warranties or covenants under this Agreement; (b) failure to pay any charges due in connection with any of the Services; (c) material falsity, inaccuracy or incompleteness of any representation made by Customer in connection with any of the Services (either when made or thereafter); or (d) default by Customer under any other agreement between Bank and Customer (including, without limitation, any loan or security agreement).

16. Banking Days. For purposes of this Agreement, a "Banking Day" is a day on which Bank is open to the public for carrying on substantially all of its business, other than a Saturday, Sunday or banking holiday.

17. General Terms.

(a) **Amendments.** Bank may from time to time amend any of the terms contained in this Agreement. Such amendments shall become effective when notice is given as provided in this Agreement, or such later date as may be stated in Bank's notice. If performance of the Services may result in a violation of any present or future statute, regulation, or government policy to which Bank may be subject, this Agreement will be deemed amended to the extent necessary to facilitate Bank's compliance with such statute, regulation or policy, and Bank will not incur any liability to Customer as a result of the violation or amendment. Except as expressly provided in this paragraph, this Agreement may not be modified or amended except by a written agreement duly executed by Bank and Customer.

(b) **No Waiver.** No waiver or partial or single exercise by either party of any right or remedy under this Agreement will be of any force and effect unless made expressly in writing.

(c) **No Assignment.** Customer may not assign this Agreement or any of its rights or duties hereunder to any person or entity without Bank's prior written consent, which consent may be withheld in Bank's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of each party hereto and its respective successors and assigns.

(d) Termination and Survival.

(i) Either party may terminate this Agreement by written notice to the other signed by an authorized representative on behalf of Customer or an officer of Bank on behalf of Bank and sent at least thirty (30) calendar days prior to the termination date specified in such notice. This Agreement will continue in effect until terminated by either party by prior written notice to the other party; provided, however, that Bank has the absolute right to terminate this Agreement at any time without notice upon the occurrence of an Event of Default or if Bank, in its sole discretion, deems that Bank's risk exposure as provider of the Services under this Agreement has become too great. Termination of this Agreement shall not affect any of Customer's obligations arising prior to such termination. No such termination shall affect any claim or cause of action of either party which existed prior to or at the time of the termination. Sections 3(h), 4(d), 6, 7, 8, 9, 10, 11, 12, 13 and 17 shall survive termination of this Agreement.

(ii) Customer may cancel Customer AuburnBank Online Service at any time by writing P.O. Box 3110, Auburn, AL 36831-3110. Customer's access to the Service will be suspended within three (3) Banking Days of Bank's receipt of Customer instructions to cancel the Service. Bank can terminate, suspend, or limit Customer access to AuburnBank Online Service at any time and for any reason in Bank's sole discretion. Customer specifically agrees, however, that Bank may terminate Customer's access to AuburnBank Online Service without prior notice, if Customer has insufficient funds in any one of Accounts or if Customer does not designate a new Payment Account immediately after Customer close the existing Payment Account. Bank may reinstate Customer's access to the bill payment service, in its sole discretion. Termination will not affect Customer's liability or obligations under this Agreement for transactions that have been processed on Customer's behalf. All future bill payments must be separately cancelled at the same time that Customer cancels the bill payment service, either by deleting those payments using AuburnBank Online or by calling AuburnBank Online Bill

Payment Customer Service at 1-866-211-1502. This will ensure that future payments and transfers made by Customer will not be duplicated. Bank will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once service has been terminated. Customer will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the specific Service only and does not terminate Customer's other relationships with Bank.

(e) **Counterparts.** This Agreement may be executed by Customer and Bank in separate counterparts, each of which shall be an original and both of which taken together shall constitute one and the same agreement.

(f) **Entire Agreement.** This Agreement, the Fee Schedules, and all applicable account disclosure notices, and the agreements governing the Accounts (each, an "Account Agreement") are the complete and exclusive statement of the understanding and agreement between Bank and Customer with respect to the subject matter hereof, and supersede any prior agreements between Bank and Customer with respect to such subject matter. The Services are also subject to the terms of the User Manual, as in effect from time to time. In the event of any inconsistency between the terms of this Agreement and any Account Agreement or the User Manual, the terms of this Agreement will control with respect to the Services.

(g) **Headings.** Headings to sections of this Agreement or any Exhibit are included for each of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under the Agreement.

(h) **Severability.** In the event that any court or tribunal of competent jurisdiction determines that any provision of the Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby.

(i) **No 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.

(j) **Authority.** Concurrent with Customer's delivery of this Agreement to Bank, Customer shall provide Bank evidence satisfactory to Bank of Customer's authority to execute and perform its obligations hereunder and such other documents as Bank may reasonably require. Bank is entitled to rely upon such evidence and upon amendments thereto executed by an authorized representative of Customer.

(k) **No Extension of Credit.** Nothing in this Agreement nor any course of dealing between Customer and Bank constitutes a commitment or obligation of Bank to lend money to Customer or obligates Bank to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules.

(l) **Attorneys' Fees.** Customer promises to pay to Bank any reasonable attorneys' fees and legal expenses Bank incurs in collecting any sum or enforcing any obligation of Customer under this Agreement that Customer fails to pay or perform when due.

(m) **Governing Law.** This Agreement will be governed by the laws of the United States and the state of Alabama, without regard to such state's principles regarding conflicts of law.

(n) **ARBITRATION.** THE PARTIES AGREE THAT ALL DISPUTES IN CONNECTION WITH ANY ASPECT OF THIS AGREEMENT SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BY ONE (1) ARBITRATOR REASONABLY ACCEPTABLE TO BOTH PARTIES WITH EXPERTISE RELEVANT TO THE DISPUTE. ANY SUCH ARBITRATION SHALL BE HELD IN THE STATE OF ALABAMA AND CONDUCTED UNDER THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, AN ARBITRATOR SHALL BE SELECTED IN ACCORDANCE WITH SUCH RULES. EACH PARTY SHALL SHARE EQUALLY IN THE COST OF ARBITRATION AND SHALL BEAR ITS OWN EXPENSES INCLUDING PROFESSIONAL FEES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

CUSTOMER: _____
Signature: _____
Name: _____
Title: _____
Street Address: _____
Tax ID Number: _____
Telephone / FAX: _____
Date: _____
Billing Account Number: _____
Customer Administrator: _____
E-Mail Address: _____

AUBURNBANK

Signature: _____
Name: _____
Title: _____
Date: _____
Street Address: _____