

# TREASURY 24/7

## Internet Banking and Enrollment Agreement

By executing the Internet Banking and Enrollment Agreement ("Agreement"), the undersigned company (referred to as "you", "your" or "yours") agrees to the following terms and conditions of enrollment in the Treasury 24/7 internet banking network ("Treasury 24/7") maintained by National Cooperative Bank, N.A. (referred to as "NCB", "we" or "us"):

▶ The following services and any services that may be added by NCB (collectively, the "Treasury 24/7 Services") may be accessed through Treasury 24/7:

- Balance inquiry
- Transfer of funds between accounts
- Bill payment
- Stop payment initiation
- Check copy request
- Access to various reports
- Email to NCB
- Funds transfers
- EFTPS
- ACH Transactions
- Wire fund transfers
- Loan advances and payment under established Business
- Loan Agreement and Promissory Note

▶ NCB reserves the right to modify, discontinue or suspend any access to, or use of, Treasury 24/7 Services or to terminate this Agreement at any time for any reason. Notification of the availability of any new Treasury 24/7 Services or the modification or discontinuation of any existing Treasury 24/7 Services will be made, from time to time, on the Treasury 24/7 website at the website designated by NCB.

▶ You agree that the Treasury 24/7 Services, including, to the extent applicable, the wire transfer and ACH, will cover the Accounts set forth on Exhibit A and any other accounts you open (all accounts on Exhibit A or subsequently opened called collectively the "Accounts") and all Accounts will be enabled for use under Treasury 24/7.

▶ You agree that your use of the Treasury 24/7 Services are subject to the terms and conditions contained in this agreement, any agreement covering the specific Account provided to you ("Account Agreement"). To the extent that any provision of this Agreement conflicts with any provision of your Account Agreements, such provision of the Account Agreements will, as to the subject matter of the applicable Account Agreement, take precedence over the conflicting provisions of this agreement.

▶ You agree that in using the Treasury 24/7 Services you will follow all procedures and protocols, including security procedures set forth in the NCB Treasury 24/7 User Guide provided to you with this Agreement, as from time to time amended and supplemented by us.

▶ You agree that the "Authorized Persons" reflected on the completed Certified Commercial Internet Banking Resolutions (the "Resolutions") attached as Exhibit C are authorized to make transactions on your behalf, and are authorized and shall control the passwords and security codes used on Treasury 24/7 and that, when such Authorized Persons are no longer authorized, you will immediately notify us, and when additional Authorized Persons are added, you shall supply to NCB updated Resolutions reflecting such additions.

▶ You agree that you and your Authorized Persons shall control and maintain your user identifications, passwords and security codes used on Treasury 24/7 and will not disclose any or all of them to any third party.

▶ You agree that you are solely responsible for any use of your user identifications, passwords or security codes and that we will not be responsible for any loss or damage arising out of, or related to, use of your user identifications, passwords, security codes or Accounts by you, an Authorized Person or anyone other than NCB and that you should notify us immediately about any unauthorized use of your user identifications, passwords, security codes or unauthorized access of your Accounts.

▶ You agree that NCB will have no duty to verify the identity of any Treasury 24/7 user who uses your user identification, password or security code and that NCB is authorized to act on instructions received under your user identification, password or security codes. You agree that NCB shall not be responsible for any damage occasioned by instructions NCB receives from a user using your user identification, password or security code.

▶ You agree to allow NCB a reasonable time in which to complete your enrollment once you submit the necessary forms, including Exhibit C. You will allow NCB a reasonable time in which to process any service requests you make through Treasury 24/7.

▶ You agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with your user identification, password or security code. This includes liability for NCB's costs to collect the deficit including reasonable attorneys' fees.

▶ You authorize us to act on the orders you enter through Treasury 24/7 including (1) stop payment orders, (2) transfers between accounts, (3) funds transfer orders and (4) ACH transactions, including tax payments. You agree that all funds transfers shall be governed by the Wire Transfer Services Agreement and that all ACH transactions, including any tax payments, shall be governed by the Automated Clearing House Service Agreement, both as from time to time amended, and that such agreements rather than this Agreement shall control such respective transaction to the extent this Agreement is inconsistent.

- ▶ You authorize us to act on the orders you enter through Treasury 24/7 to make loan advances and payments and agree that all such loan advances and payments will be governed by your Business Loan Agreement and Promissory Note, both as from time to time amended, and agree that such Business Loan Agreement and Promissory Note shall control such transactions to the extent this Agreement is inconsistent.
- ▶ You acknowledge and agree that NCB will have the right, in its sole discretion, to monitor, review, record and retain all banking activity conducted through Treasury 24/7 including all electronic communications between you and us.
- ▶ Treasury 24/7 Services offers you the option to communicate with us electronically through the use of electronic mail. You agree to use email only for general inquiries to us and not for the purposes of entering transactions executing transactions that are available through the other Treasury 24/7 Services.
- ▶ You agree to pay the charges for services set forth in Exhibit B, and you will be responsible for any service charges accrued in your use, or use by any users with access to you user identification, password and/or security code. You authorize us to deduct these service charges from your accounts. NCB reserves the right to change the charges, fees or other terms or conditions set forth in Exhibit B or the Account Agreements. When changes are made to any fees, charges or other material terms, we will update this Agreement and send notice to you at the address shown in our records and your continued use of the Accounts shall reflect your agreement to such changes. A current schedule of Internet banking service charges shall also be available at any branch.
- ▶ While all information, all electronic mail services ("email") and all Services provided on Treasury 24/7 are intended to be accurate and reliable, the nature of electron transmittals and computer processes may at times cause Treasury 24/7 to be unavailable, certain features to be temporarily delayed or suspended and other errors to occur. You agree that we cannot warrant to timeliness, sequence, accuracy, availability or completeness of any data, email service or other services provided on or through Treasury 24/7 and we shall not be liable for the failure of transmission, delivery or the unavailability of any data or email service, whether or not due to any negligent act, omission or nonperformance on our part, even if we have been advised of the possibility of such damages, or any loss, including, without limitation, any property damage, whether caused by the equipment, software, NCB, or any Internet browser or Internet access providers, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages arising our of your use of Treasury 24/7.
- ▶ You acknowledge and agree that we make no warranty of merchantability, satisfactory quality or fitness for a particular purpose with regard to Treasury 24/7 and the Treasury 24/7 Services and products and we specifically disclaim all other warranties with regard to the services provided hereunder.
- ▶ You agree that we have a copyright and trademark in all content on all pages, screens, text and images appearing on Treasury 24/7

and that such are owned by NCB or others as indicated. We have granted you a limited, non-exclusive, non-transferable, revocable, personal license to use the information and materials contained on Treasury 24/7, and such information and materials may not be copied or used for any public or commercial purposes by any third party, without the express written permission of NCB or such other party.

- ▶ You agree to indemnify us from an against all damages, action and expenses (including reasonable attorneys' fees) arising out of or resulting from your breach of this Agreement or, to the extent permitted by applicable law, your use of Treasury 24/7.

All written notices under this Agreement should be sent to:

If to National Cooperative Bank, N.A, addressed to:

NCB  
 139 South High Street  
 Hillsboro, Ohio 45133  
 Attn: Cash Management Coordinator

And if to Company, to the address set forth under Company's signature below.

- ▶ This Agreement will be governed by and interpreted in accordance with Federal law and, where there is no applicable Federal law, the internal, substantive laws of the State of Ohio (as opposed to Ohio's conflict of law principles).

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

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

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

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

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

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

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