AUBURNBANK
AUTOMATED CLEARING HOUSE (ACH) ORIGINATION SERVICE AGREEMENT

THIS AUTOMATED CLEARING HOUSE ORIGINATION AGREEMENT (this "Agreement") dated as of ________________________ is made by and between AUBURNBANK, an Alabama state bank ("Bank") and ___________________________________, a**[n]** __________________________________ ("Customer"). This Agreement, along with any other Schedules attached hereto, is in addition to other agreements between Bank and Customer, including but not limited to Customer's checking and other deposit account agreements, Customer's overdraft protection, loan and line of credit agreements as each may be modified from time to time. If there is a conflict in the terms and conditions of this Agreement and one contained in the other agreements between Bank and Customer, this Agreement will control. By executing this Agreement, Customer agrees to the following terms and conditions:

1. **ACH Service; ACH Rules.** Customer desires Bank to initiate Credit Entries and/or Debit Entries pursuant to the terms of this Agreement and in accordance with the rules and guidelines of the National Automated Clearing House Association (the "ACH Rules" or the "Rules") (and the laws governing the United States (the "Services"). In connection with the provision of Services hereunder, Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Customer agrees to transmit all Entries in accordance with the terms of this Agreement (including the Remote Access Services described in **Exhibit A**), the ACH Rules and applicable law (including, without limitation, all OFAC rules and prohibitions), and, if the Service is used via AuburnBank Online, in accordance with the terms of the AuburnBank Online Banking addendum attached hereto as **Addendum A** and the Bank's Cash Management Service Agreement and Cash Management User Manual, all as may be in effect from time to time. Customer agrees that all Entries will be initiated by Customer on its own behalf and not by Customer as a Third-Party Service Provider or Third-Party Sender (as both terms are defined in the ACH Rules), or by a Third-Party Service Provider or Third-Party Sender on Customer's behalf, except as expressly agreed to by Bank in writing. Customer agrees that it is the right of the ODFI to audit the Originator's compliance with this Agreement and the ACH Rules.

2. How to Transmit an Entry. Customer will transmit all Debit Entries and Credit Entries to Bank (a) in accordance with the requirements and on or before the deadlines described on **Schedule 1** to this Agreement, which is attached hereto and incorporated herein by reference, or (b) via AuburnBank Online as provided in the Cash Management Agreement, on the Bank Site, or in the User Manual. Customer will conform all Entries to the format, content, and specifications contained in the ACH Rules, and the Security Procedures (as hereinafter defined). Entries shall be transmitted to Bank no later than the time and the number of days prior to the Effective Entry Date specified in the ACH Processing Deadlines described on **Schedule 1**. Entries received after the cut-off time shall be deemed to have been received on the next Banking Day.

3. Security Procedures.

(a) Security Procedures. Customer agrees that payment orders will be made only by the Authorized Agents (as hereinafter defined) designated by Customer on Schedule 3 to this Agreement, which is attached hereto and incorporated herein by reference, or designated by the Customer Administrator via AuburnBank Online. Customer agrees that the use of the Security Codes (described below) along with other security procedures recommended and offered by the Bank constitute "commercially reasonable" security procedures for Customer's use of AuburnBank Online, including the origination of ACH Entries, which is appropriate to Customer's relationship with Bank hereunder (the "Security Procedures"). 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 an Entry. No Security Procedure for the detection of any such error has been agreed upon between the Bank and Customer and, to the extent any instruction initiated under Customer's subscription to AuburnBank Online and accepted by the Bank in compliance with this Security Procedure contains any error, to the fullest extent allowed by law, Customer shall be liable for, and shall indemnify the Bank against any claims, losses and expenses the Bank may incur that arise from or relate to the erroneous instructions. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions, and agrees to be bound by all requests, communications, or other instructions to the Bank that are initiated under Customer's subscription to AuburnBank Online and accepted by Bank in compliance with the Security Procedure selected by the Customer, regardless of whether or not Customer or any Authorized Agent actually authorized the instruction. 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 Security Codes. Customer agrees that any request received by Bank in compliance with the Security Procedure selected by the Customer shall be irrebutably presumed to be from an Authorized Agent of Customer.

(b) AuburnBank Online. Customer must enter the User IDs and PINs ("Security Codes") on the appropriate pages of the Bank's web site (the "Bank Site") to initiate a secure AuburnBank Online banking session. Customer will be issued a temporary Security Code and will be required to change the Security Code upon initial log-in.

(c) Customer Administrator; Authorized Agents. Customer shall designate a Customer Administrator below its signature line to this Agreement. Customer may administer use of the Services through the Customer Administrator. If Customer is a sole proprietor, Customer will serve as the Customer Administrator. If Customer is a business entity, the Customer Administrator must be an individual that is appointed by the authorized signatory of the Agreement (the "Authorized Signer"). The Authorized Signer must be authorized by resolution to execute the Agreement on behalf of the Customer. Customer may change the Customer Administrator from time to time by sending written notice to Bank on Customer's letterhead signed by the Authorized Signer. 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 Service to agents and representatives of Customer (each, an "Authorized Agent") and assign permissions to Authorized Agents to administer access to and use of the Services. By following the instructions online on the administration page, the Customer Administrator may add, delete or change Authorized Agents and may add, delete or change permissions for Authorized Agents. 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 Agent will have a unique Security Code enabling the Authorized Agent to access the Accounts through AuburnBank Online, as determined by the permissions granted by Customer Administrator. Customer agrees that each Authorized Agent designation and/or permission assignment constitutes the binding appointment of the individual Authorized Agent as Customer's agent for the specified functions and authorization for Bank to rely on instructions made using any Authorized Agent Security Codes as if such instructions were received directly from Customer. If an Authorized Agent is designated to initiate Entries, that Authorized Agent will be able to initiate Entries to and/or from only those Accounts as designated by Customer. This means that notwithstanding any term of any Account Agreement (including any signature card), Authorized Agents may be granted access to Customer's Accounts based on the authority granted to such Authorized Agents hereunder. To prevent unauthorized access to the Accounts and unauthorized use of the Service, Customer agrees to maintain the confidentiality and security of the Security Codes, and to instruct all Customer Administrators and Authorized Agents also to maintain the confidentiality and security of the Security Codes. Customer agrees to notify Bank immediately if Customer believes its Security Codes may have become subject to unauthorized use. BANK WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY UNAUTHORIZED USE OF ANY SECURITY CODE, INCLUDING ANY AUTHORIZED AGENT SECURITY CODE, 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 Agent to the terms of this Agreement before Customer grants access to the Authorized Agent. Unless the context clearly requires otherwise, each reference to "Customer" in this Agreement shall include each "Authorized Agent" and each reference to "Security Code" shall include Customer's Security Code and each Authorized Agent's Security Code. Notices sent to Customer will be deemed sent to each Authorized Agent. Customer is solely responsible for notifying the Authorized Agents of the terms of this Agreement and each such notice, and for ensuring the Authorized Agents' compliance with such terms.

(d) From time to time Bank may offer and recommend that Customer elect to employ the use of certain additional Security Procedures as a best practice recommendation, as described in Schedule B attached hereto. Customer may elect to opt out of or otherwise reject the additional recommended Security Procedures offered by Bank by indicating Customer's rejection in accordance with the procedures prescribed by Bank in Addendum B. If Customer rejects the Bank's recommended Security Procedures, Customer hereby acknowledges that Bank first offered to Customer a "commercially reasonable" security procedure. Customer acknowledges and understands that by rejecting any of the Bank's recommended Security Procedures, Customer is waiving the security protection offered by such Security Procedures and that Bank shall have no liability for any losses relating to this security procedure waiver.

4. Confidentiality and Security. Customer represents and warrants to Bank that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures (including, without limitation, any Security Codes provided by the Bank in connection with the Security Procedures). Customer will be provided an identification code for its initial use of the Services, during which use Customer will be required to select or create one or more alphanumeric codes, images, phrases, questions with a matching answer, or other types of security techniques, all of which are referred to together and separately as Customer's "Security Codes". The Bank requires Customer to use the Security Codes to gain access to the Service, and Customer will not be allowed to access the Service without Customer's Security Codes. From time to time, the Bank may require Customer to select or create different Security Codes and may change the types of security techniques used to access the Service. In addition, the Bank may require Customer to select or create additional Security Codes and/or use other security techniques that the Bank makes available to Customer. Customer agrees that use of its Security Codes and any other required security techniques will authenticate Customer's identity and verify the instructions Customer provides to the Bank. Customer also agrees that the Bank may send notices and other communications about its security techniques and Customer's Security Codes, including designations and confirmations of specific Security Codes, to Customer's current address and/or electronic mail address shown on the Bank's records.

Customer is responsible for protecting the confidentiality and security of its Security Codes. Security Codes should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, names of children, and Customer should memorize its Security Codes rather than writing them down and, where possible, change its Security Codes regularly. In selecting Security Codes, Customer should select items that are different from any other security code that Customer may have for other Bank products or for other secure accounts Customer has with others. Customer agrees to reveal the Security Codes only to individuals who are authorized signatories on each and every Account. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Bank immediately by telephone followed by written confirmation. Customer agrees that Customer will not under any circumstances disclose its Security Codes to anyone, including anyone claiming to represent Bank. Customer acknowledges that no one from Bank will ever ask Customer for its Security Codes, and that Bank employees do not need the Security Codes for any reason. Customer also agrees to review promptly each periodic statement that it receives from the Bank on an Account in order to detect any unauthorized transactions. Customer understands that anyone who obtains its Security Codes can access Customer's Accounts and may initiate transactions on those accounts. If Customer permits any other person to use the Service, Customer's Security Codes or other means to access its Accounts, Customer is responsible for all transactions the other person authorizes on any of these accounts and for all online agreements the other person signs or accepts while using the Service. Customer agrees to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect its Accounts from theft or misuse. If Customer believes the secrecy of its Security Codes has been compromised, Customer agrees to immediately notify Bank of that fact and immediately change its Security Codes. Customer agrees to notify Bank promptly by telephone at (334) 821-9200 or 1-888-988-2162 if it has reason to believe that its Security Codes have been lost, stolen, or improperly accessed or used. Bank agrees to act to cease processing further transactions using the Security Codes, 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). The occurrence of unauthorized access will not affect any Entries made in good faith by Bank prior to (a) Bank's actual receipt of such notification and (b) the passage of a reasonable time period to act upon such notice to prevent unauthorized Entries. Customer agrees to assume the risk of loss with respect to any Entries initiated by any Authorized Agent who has failed to comply with the Security Procedures, and Customer agrees to hold the Bank harmless from and against any loss caused by this failure. Bank agrees to act to cease processing further transactions using the Security Codes, 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).

5. Authorization for Bank. Customer authorizes and directs Bank to act upon instructions received through AuburnBank Online using the Security Codes. Customer is liable for all transactions made or authorized with the use of the Security Code, whether by Authorized Agents or an unauthorized person using the Security Code. Bank has no responsibility for establishing the identity of any person who uses the Security Codes. Customer agrees that if Customer gives the Security Codes to anyone or fails to safeguard its secrecy, Customer does so at its own risk since anyone with the Security Codes will have access to the Accounts. By directing Bank, through the use of AuburnBank Online and the Security Codes, 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 use of a Security Code shall constitute a writing with Customer's signature as provided under all applicable law, and shall have the same force and effect as a writing signed by Customer.

Customer authorizes the Bank to transmit all Entries received by the Bank from Customer in accordance with the terms of this Agreement and to credit or debit Entries to the specified Accounts. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry. If signature comparison is to be used as a part of that Security Procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a File of Entries (or request for cancellation or amendment of an Entry) received with the signature of an Authorized Agent of Customer and, on the basis of such comparison, believes the signature accompanying such File to be that of such Authorized Agent. If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

6. Bank Obligations. In a timely manner and in accordance with the ACH Rules, Bank will process, transmit, and settle for the Entries received from Customer which comply with the terms of this Agreement, including, without limitation, the Security Procedures. Except as expressly otherwise provided in this Agreement, Bank shall (a) process Entries received from Customer to conform with the file specifications set forth in the ACH Rules, (b) transmit such Entries as ODFI to the ACH Operator acting as an ACH processor, and (c) settle for such Entries as provided in the ACH Rules. Customer waives any choice of ACH Operator and acknowledges that the ACH Operator is not Bank's agent.

Bank shall transmit such Entries to the ACH Operator by the deposit deadline of the ACH Operator, provided (i) such Entries are completely received by Bank's cut-off time as set forth in **Schedule 1** on a Banking Day; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Customer; and (iii) the ACH Operator is open for business on such Banking Day. Customer agrees that the ACH Operator selected by Bank shall be considered to have been selected by and designated by Customer.

If any of the requirements of clause (i), (ii) or (iii) of the foregoing paragraph are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator.

7. Customer Representations, Warranties, and Covenants; Indemnity. With respect to each and every Entry transmitted by Customer, Customer represents, warrants, and covenants to Bank that: (a) each person shown as the Receiver on an Entry has authorized the initiation of such Entry and the crediting or debiting (as applicable) of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry; (b) such authorization is operative at the time of transmittal or crediting by Bank as provided herein; (c) each person/business shown as the Receiver on an Entry received by Bank from Customer has received or will timely receive from Customer, all notices required by Federal Reserve Board Regulation E, the Rules (such as a prior notice of a change in the amount or Effective Entry Date of a debit Entry), or any applicable law or regulation; (d) Entries transmitted to Bank by Customer are limited to those types of Entries set forth in **Schedule 1**; (e) Entries shall comply with, and Customer shall perform its obligations under this Agreement in accordance with, all applicable laws, regulations and orders (including without limitation, all Bank Secrecy Act, USA Patriot Act, Treasury Department, and Office of Foreign Assets Control regulations and orders); and (f) Customer shall be bound by and comply with the ACH Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of that ACH Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. Customer shall retain and furnish copies to Bank at its request all authorizations required by the ACH Rules, Federal Reserve Regulation E, and any other applicable law or regulation. Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations, warranties, or covenants.

8. Settlement.

(a) Credit Entries. Subject to the terms of Section 21 hereof, Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine from time to time, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion, may determine from time to time. Customer will maintain an Account with Bank at all times during the term of this Agreement for settlement purposes. Customer will maintain in the Account as of the applicable Settlement Date immediately available funds sufficient to cover Customer’s payment obligations under this Agreement. Customer authorizes Bank to debit its Account on the applicable Settlement Date or transmittal date (as applicable) in the amount of each credit Entry. Customer agrees that if there are insufficient funds in the applicable Account to cover such Entry, Bank may debit any other Accounts that Customer maintains at Bank or any affiliate of Bank or that Bank may setoff against any amount it owes to Customer, in order to obtain payment of Customer’s obligations under this Agreement. Upon request of Bank, Customer agrees to promptly provide to Bank such information pertaining to Customer’s financial condition as Bank may reasonably request.

(b) Debit Entries. Funds transferred to an Account by debit Entry will be available to Customer on the Settlement Date for the debit Entry.

9. Debits and Overdrafts. Bank may debit any Account of Customer for any payment order executed by Bank pursuant to this Agreement, even if the debit creates or increases an overdraft in that Account. In the event that an overdraft is created or increased, Customer shall cause sufficient Available Funds to pay the amount of the overdraft to be deposited into or credited to that Account by the close of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. “Available Funds” means funds on deposit in an Account and available for withdrawal pursuant to Bank’s applicable funds availability schedules.

10. Cancellation or Amendment of Entries. Customer shall have no right to cancel or amend any Entry or File after its receipt by Bank. However, if Customer requests that Bank cancel or amend an Entry or File, Bank shall use reasonable efforts to act on a request by Customer to cancel an Entry or File received before the Entry or File has been transmitted to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account. Any such request shall comply with the Security Procedures. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect Customer's request for the reversal of an Entry. Bank shall have no liability if it fails to effect any cancellation or amendment.

11. Rejection of Entries. Bank may reject any Entry, including an On-Us Entry, which does not comply with the requirements of Sections 1 and 2 of this Agreement and the Security Procedures set forth herein, and may reject any Entry if Customer is not otherwise in compliance with the terms of this Agreement or as otherwise permitted by the ACH Rules. Bank shall notify Customer by telephone of such rejection no later than the Banking Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notice of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank shall retain the right to reject any On-Us Entry for any valid reason such as, but not limited to, insufficient funds or revoked authorization. Bank assumes no other responsibility with respect to such rejected Entry and Customer is responsible for remaking and resubmitting such Entry.

12. Notice of Returned Entries. Bank shall notify Customer by telephone or facsimile of the receipt of a returned Entry from the ACH Operator no later than two Banking Days after the Banking Day of such receipt. Except for an Entry retransmitted by Customer in accordance with Section 2, Bank shall have no obligation to retransmit a returned Entry if Bank complied with the terms of this Agreement with respect to the original Entry. If a customer of Customer returns any transaction, it is then the Customer's responsibility to collect any funds that are owed. Bank has no obligation to originate a transaction where authorization has been revoked.

13. Reversals. Customer may initiate a reversing Entry or File of Entries as permitted by the ACH Rules.

14. 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 Article 4 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) (the "Bank Parties") 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 the Bank Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Service, or any obligation, responsibility, warranty or representation of Customer relating to the Service, or Customer's breach of any term of this Agreement, regardless of the nature of any loss. In addition to and not in limitation of the foregoing, Customer further agrees to indemnify, defend, hold harmless and release Bank and the Bank Parties from and against any and all liability, and agrees not to make any claim against Bank and the Bank Parties or bring any action against any of them, relating to its honoring or allowing any actions or transactions that were conducted under the Security Codes or acting upon messages or authorizations provided using the Security Codes. Customer agrees that neither Bank nor the Bank Parties shall be responsible for any damages, error, 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.

(i) In the performance of the Service required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Service expressly provided for in this Agreement, and shall be liable only for its willful misconduct in performing those Service. 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. Customer agrees that Bank shall be conclusively deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's procedures required by this Agreement and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of the Uniform Commercial Code. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by applicable law, Customer agrees that neither Bank nor the Bank Parties shall be liable, and Customer releases and waives any and all claims against all of them, for any and all losses, damages or costs incurred by Customer or by any other person, arising from or relating to any acts or omissions of the Bank or the Bank Parties, whether under this Agreement or otherwise, in connection with the Services or any Account unless you prove that such losses, damages or costs resulted solely from the Bank's bad faith or gross negligence or from breach of this Agreement; provided, however, to the fullest extent permitted by applicable law, neither the Bank nor the Bank Parties shall be liable to Customer or any other person for any of the following:

- For any indirect, incidental, special, punitive, exemplary or consequential damages, including attorneys' fees or loss of profits, revenue, data or use by Customer or any third party, even if informed of the possibility of such loss in advance;

- For any error in transferring funds from or into an Account if Customer fails to notify Bank of the erroneous transfer within thirty (30) days after Bank delivers or otherwise make available an account statement showing the erroneous transfer;

- For any failure to make a transfer or payment when Customer's Account is frozen or funds are otherwise unavailable under the terms of Customer's Account Agreement with the Bank;

- For any losses, damages or costs arising from or relating to Customer's failure to maintain the confidentiality and security of its Security Codes, any or all components of its Security Codes or any other information that enables any other person to gain access to Customer's Accounts or Customer's subscription to AuburnBank Online;

- For any losses, damages or costs arising from or relating to Customer's failure to receive notices and other communications (including Security Codes) that the Bank has sent to Customer's current address and/or electronic mail address shown on the Bank's records, regardless of whether the address on that communication included any designation for delivery to the attention of any particular individual;

- For any losses, damages or costs, relating to or in any way arising out of the use of Auburn Bank Online or the installation, use, or maintenance of the equipment, software, Internet service providers, Internet browsers, or parties providing communication services to or from AuburnBank Online to Customer; and

- For any losses, damages or costs arising from or relating to any of the following circumstances:
    - if, through no fault of the Bank, Customer does not have enough money in its Account to complete a transaction from that Account;

- if the amount of the transfer would exceed the amount of available credit under any overdraft protection line of credit for the related Account;
- if Customer has not complied with the Bank's instructions in this Agreement on how to make the transfer or bill payment;
- if Bank has not received complete, correct, and current instructions so that the Bank can make the requested transfer or bill payment;
- if Customer does not authorize a transfer or bill payment soon enough for Customer's payment to be received by the payee by the time it is due or Customer schedules a payment to be made after its due date;
- if withdrawals from the applicable Account have been prohibited by a court order or other legal process;
- if a force majeure event prevents making a transfer or bill payment, despite reasonable precautions that the Bank has taken;
- if Bank stops the transfer or bill payment because it has reason to believe that a transaction has not been properly authenticated or is fraudulent or if such transfer would result in the violation of any applicable state or federal law, rule, regulation or guideline; and
- if the Bank's failure was not intentional and resulted from a bona fide error, notwithstanding its procedures to avoid such error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages.

Further, in no event shall the liability of Bank and the Bank Parties exceed the amounts paid by Customer for the Service during the preceding six (6) calendar months. To the fullest extent permitted by applicable law, Customer agrees that Bank and the Bank Parties 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.

(ii) In addition to and not in limitation of any other provision of this Agreement, 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 received from Customer) or those of any other person (including without limitation any Federal Reserve Bank, ACH Operator or transmission or communications facility, or any Receiver or RDFI, including the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Customer agrees to defend, indemnify and hold harmless Bank and Bank's affiliates, directors, officers, employees, agents, servicers and independent contractors from and against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Bank or any of them is responsible for, any act or omission of the Customer, or any other person described in this Section.

(iii) In no event shall Bank or the Bank Parties be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which

Customer may assert including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(iv) In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Subject to the foregoing limitations, Bank's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by Customer for the affected Service, as performed by Bank under this Agreement, for the preceding thirty (30) calendar days.

(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) 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 ACH Entries. Customer's liability for unauthorized or erroneous items is also governed by the Account Agreement.

(e) 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 THE SERVICE, AND BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, BANK DOES NOT WARRANT THAT AUBURNBANK ONLINE, THE SERVICE OR THE BANK SITE WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF AUBURNBANK ONLINE, THE SERVICE OR THE BANK SITE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

(f) Interest. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the Federal Funds rate at the Federal Reserve Bank of Atlanta for each day of the period involved.

15. Payment for the Service.

(a) Fees and Charges. Customer agrees to pay Bank the charges for the Service set forth in the Schedule of ACH Services and Prices provided to Customer in connection with this Agreement, which is incorporated herein by reference (the "Fee Schedule") and, the Schedule of Services and Service Charges - Business Accounts (the "Account 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 Service (including, without limitation, to reflect the increased cost or risk, as determined by Bank, of providing the Service 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") to obtain payment for the Service 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 for Customer’s non-payment of Service. 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 by notifying Bank as provided in Section 22 of this Agreement.

(c) Interest. Whenever compensation in the form of interest is payable by Bank to Customer pursuant to this Agreement, such compensation will be payable at the average of the Federal Funds rate published by the Federal Reserve Bank of Atlanta for each of the days for which interest is payable computed on the basis of a year of 365 days, or at such other rate as Bank and Customer may, from time to time, agree. In the event Customer fails to pay any overdraft as required by this Agreement, Customer shall pay Bank interest at the same rate as that provided in the preceding sentence.

(d) 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 and any affiliate of Bank or on which Bank and any affiliate of Bank now or in the future has a lien or security interest for any other indebtedness Customer owes to Bank and any affiliate of 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 Accounts with Bank and any affiliate of Bank to Bank to secure its obligations to Bank under this Agreement.

(e) 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 against any amount Bank or any affiliate of Bank owes to Customer in order to obtain payment of Customer’s obligations under this Agreement.

16. Inconsistency of Name and Account Number. Customer acknowledges that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if the account number identifies a person different from the named Receiver, and that Customer’s obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

17. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for five (5) Banking Days following the date of their transmittal to Bank as provided herein and shall provide such data to Bank promptly upon its request. Customer specifically agrees to be bound by and comply with all applicable provisions of the ACH Rules regarding the retention of documents or any record including, without limitation, Customer’s responsibilities to retain all items, source documents, and records of authorization in accordance with the ACH Rules. Customer acknowledges responsibility for the maintenance of records sufficient to evidence the ownership of any funds that may become commingled with the funds of any of Customer's affiliates as a result of Bank's provision of any Service hereunder and agrees that Bank will have no obligation to trace or otherwise account for any funds which are thus commingled.

18. Evidence of Authorization. Customer shall obtain all consents and authorizations required under the ACH Rules and shall retain such consents and authorizations in accordance with the ACH Rules.

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

20. Tapes and Records. All magnetic tapes, entries, Security Procedures, and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

21. 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 other accounts involved in the provision of the Service, including, without limitation, 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 Service 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 Entry, prior to the time such Entry is initiated or to (ii) prefund each Entry, or (b) placing holds on any of Customer's Accounts (including, without limitation, the Billing Account and the Entry Accounts) for each Entry. The provisions of this paragraph may be limited only by the requirements of applicable federal banking laws and regulations.

22. Notices.

(a) Delivery. Notices to be sent under this Agreement shall be sent by (i) United States first class mail, return receipt requested, (ii) overnight mail with proof of receipt, or (iii) by hand delivery 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 effective upon receipt. Notices may also be delivered from Bank to Customer electronically by facsimile or e-mail or, if the Service is provided by access to an Internet website, then by posting of a notice or communication on the website.

(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.

23. Events of Default. Each of the following shall constitute an event of default by Customer (an "Event of Default") under this Agreement: (a) any breach of Customer's obligations, warranties or covenants under this Agreement; (b) any failure to pay any charges due in connection with the Service; (c) any misrepresentation by Customer of any material fact in any statement, report or representation made by Customer to Bank in connection with the Service (either when made or thereafter); (d) default by Customer under any other agreement between Bank and Customer (including, without limitation, any loan or security agreement); (e) Customer's business failure, insolvency or bankruptcy; or (f) receipt by Bank of any legal process with respect to any of Customer's Accounts.

24. 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.

25. Disclosures, Notices and Periodic Statements. Customer agrees that to the extent permitted by law, receipts, notices and disclosures associated with the AuburnBank Online Service may be provided electronically to Customer by electronic mail, facsimile or over the Internet, either as part of an AuburnBank Online banking session or otherwise. To the extent otherwise provided electronically, Customer will not receive a separate paper copy of an AuburnBank Online periodic statement. In addition to reflecting Customer's other Account activity, Customer's periodic statements will include a description of any transfers to and from the Accounts using AuburnBank Online. Customer agrees to promptly notify Bank of any changes to its electronic mail address.

26. Account Reconciliation. The periodic statements or other notices provided to Customer by Bank in connection with an Account will notify Customer of (a) the execution of bank transfers and the debits or credits made to the Account, and (b) amounts debited by Bank from any other account for payment of the Service or other charges provided pursuant to this Agreement. Customer agrees that Bank will not be required to provide any other notice to Customer of the execution of transfer of funds from any Account, or debits or credits made to any Account. Customer must examine the periodic statement for each Account with "reasonable promptness." If Customer discovers (or reasonably should have discovered) any unauthorized payments, alterations or transactions, Customer must promptly notify Bank of the relevant facts. If Customer fails to notify Bank in a timely manner, Customer may be responsible for any loss incurred as a result of the unauthorized payments, alterations or transactions, and 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 to notify Bank of any discrepancy between the Customer's records and the information in the periodic statement within a reasonable period of time not to exceed thirty (30) days from when the statement is first made available to Customer.

In the event that Customer fails to notify the Bank in a timely manner, 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 sixty (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 sixty (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.

In connection with any discrepancies noted by Customer, Customer must furnish the following information to Bank: (a) Customer name and Account number (if any); (b) a description of the suspected error or transfer, and a complete explanation of why Customer believes it is an error; and (c) the dollar amount of the suspected error. If the suspected error relates to a bill payment made via the Bill Payment Service, Customer must also provide the Account number used to pay the bill, the payee name, the date the payment was sent, the payment amount, the 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 electronic mail (other than through a secure AuburnBank Online banking session), Bank may require that Customer provide the Bank with the requested information in writing. Bank will investigate Customer's claim and respond to Customer's request in a commercially reasonable period of time.

27. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Service provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

28. Same Day Entries. This Section 28 shall become effective on or after September 23, 2016 for Credit Entries and on or after September 15, 2017 for Debit Entries. A Credit or Debit Entry with an Effective Entry Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in Schedule B shall be considered to be a Same Day Entry. IAT and Entries above $25,000 are not eligible for Same Day ACH processing. In addition to any other fees that Customer is obligated to pay Bank, Customer hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Customer.

29. General Terms.

(a) Amendments. Bank may, at any time, from time to time amend any of the terms contained in this Agreement (including the Schedules) by notice thereof to Customer. Such amendments shall automatically become effective when notice is given as provided in this Agreement, or such later date as may be stated in Bank's notice. Notwithstanding the foregoing, Bank may amend any terms if Bank, in its sole discretion, determines that the change is necessary (A) to avoid potential loss to Bank or the Customer, (B) due to circumstances that substantially affect Bank operations, or (C) if performance of the Service may result in a violation of any present or future statute, regulation, or government policy to which Bank may be subject, and in any of the foregoing cases, this Agreement will be deemed amended immediately upon delivery of notice to Customer, 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. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by the Bank on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions.

(c) Assignment. Customer may not assign this Agreement or any of its rights or duties under this Agreement to any person or entity without Bank's prior written consent, which consent may be withheld in Bank's sole and absolute discretion, and any attempted assignment shall be void. Bank may assign this Agreement to any affiliated entity or a successor. Bank may also assign or delegate any or all of its rights or duties hereunder to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either Bank or its service provider. Any reference in this Agreement to Bank also shall be considered a reference to any service provider performing the Service under this Agreement on behalf of the Bank. 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 person 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 (i) upon the occurrence of an Event of Default, (ii) if Bank, in its sole discretion, decides to discontinue offering the Service under this Agreement, or (iii) Bank is required to terminate pursuant to any law, regulation or supervisory regulatory agency. Termination of this Agreement shall not affect any of Customer's obligations or Bank's rights arising prior to such termination, including, without limitation, with respect to any transaction initiated prior to termination. All sums Customer owes to Bank for the Service shall be due and payable in full immediately upon the termination of the Service. 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. By way of example and without restricting the foregoing, Sections 3, 4, 5, 7, 8, 9, 14, 15, 17, 19, 20, 25, 26, and 27 shall survive termination of this Agreement.

(ii) Customer may cancel the AuburnBank Online Service at any time by writing P.O. Box 3110, Auburn, AL 36831-3110. Customer's access to the AuburnBank Online 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 Customer's Accounts. Termination will not affect Customer's liability or obligations under this Agreement for transactions that have been processed on Customer's behalf. 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 to the AuburnBank Online 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 (including the Schedules now or in the future made a part of this Agreement), the Fee Schedules, 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 supersedes any prior agreements between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and any Account Agreement, the terms of this Agreement will control with respect to the Service.

(g) **Headings.** Headings to sections of this Agreement or any Schedule are included for reference purposes only 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 shall be binding upon and inure to the benefit of the undersigned parties hereto and their respective permitted successors and assigns. This Agreement 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 Agent.

(k) **No Extension of Credit.** Nothing in this Agreement or 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) **No Default.** As of the date of this Agreement and each date that Customer requests or receives the Service hereunder, Customer expressly represents and warrants to Bank that (a) Customer's agreement to the terms of this Agreement (whether agreed to by Customer now or in the future) or (b) its obtaining of the Service will not constitute an event of default under any agreement, including without limitation, any loan agreement, that Customer has with Bank or any other party.

(m) **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.

(n) **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.

(o) Financial and Other Information.

(i) 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 Service, the performance of Bank's responsibilities or the exercise of Bank's rights under this Agreement.

(ii) 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 Service, the resolution of any dispute with Customer regarding this Agreement, to prevent or remedy fraud, as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which Bank may be subject, or if Customer gives Bank written permission. Customer acknowledges that if any third party performs some or all of the Service, Bank will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities. Customer shall keep the Security Procedures and all other Bank procedures confidential and will not use or disclose any such procedures except as necessary to effect the transfers and other transactions contemplated hereunder or as required by applicable law. Customer shall promptly notify Bank in the event that any such procedures have been or may have been compromised.

(iii) Customer acknowledges that all of Bank's computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trade secrets, proprietary data, trademarks, trade names, service marks, and logos relating to the Service ("Bank Information") are confidential and owned exclusively by 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 Service, or upon Bank's request. Customer agrees to treat the Bank Information as confidential, not to copy the Bank Information except to the extent necessary to use the Service, and not to disclose or otherwise make them available in any form to any person or entity except, on a need-to-know basis, Customer's employees. Customer will instruct its employees to whom it permits access to the Bank Information as permitted by this Agreement to keep such information confidential. Upon the earlier of termination of this Agreement, the Service hereunder, or Bank's request therefor, Customer will return to Bank all copies of the Bank Information which are in its possession.

(p) ARBITRATION. THE PARTIES AGREE THAT ALL DISPUTES, CLAIMS OR CONTROVERSIES IN CONNECTION WITH ANY ASPECT OF THIS AGREEMENT SHALL BE SUBMITTED BY EITHER PARTY TO FINAL, BINDING ARBITRATION BY ONE (1) ARBITRATOR REASONABLY ACCEPTABLE TO BOTH PARTIES WITH EXPERTISE RELEVANT TO THE DISPUTE. BANK AND CUSTOMER AGREE, UPON WRITTEN DEMAND BY TH EOTHER PARTY, TO SUBMIT TO BINDING ARBITRATION ALL DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER BASD ON CONTRACT, FRAUD, TORT, INTENTIOANL TORT, STATUTE, REGULATION, COMMON LAW, EQUITY, OR ANY OTHER LEGAL BASIS OR THEORY, AND WHETHER PRE-EXISTING, PRESENT OR FUTURE, THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT. ANY SUCH ARBITRATION SHALL BE HELD IN THE STATE OF ALABAMA IN A COUNTY SELECTED BY BANK, SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. 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 AND ATTORNEYS' FEES. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND THE FEDERAL ARBITRATION ACT SHALL APPLY TO THE CONSTRUCIOTN, INTERPRETATION, AND ENFORCEABILITY OF THIS AGREEEMNT NOTWITHSTANDING ANY OTHER CHOICE OF LAW PROVSIION CONTAINED IN THIS AGREEMENT.

(q) WAIVER OF RIGHT TO TRIAL BY JURY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES HEREUNDER.

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: ____

Signer's/Business Email Address:: _____________________________________

Street Address:____

Tax ID Number:____

Telephone/FAX:____

Date:____

Billing Account Number: ____________________________________

Customer Administrator: _____________________________________

Administrator's E-mail Address: ______________________________

AUBURNBANK OFFICER

Signature: ____

Name: ____

Title: ____

Date: ____

SCHEDULE 1

Transmission Location and Formatting Instructions
Types and Dollar Amounts of Entries

Customer may initiate the following types of Entries under this Agreement:

- ☑ PPD Prearranged Payments/Dep
- ☑ CCD Cash Concentration Dis.
- ☑ CTX Corporate Trade Exchanges
- ☐ ADV Auto Account Advice
- ☐ ARC Accts Receivable Entries
- ☐ BOC Back Office Conversion
- ☐ CBR Corp Cross Border Entry
- ☐ CIE Customer Initiated Entry
- ☐ COR Auto Change
- ☐ DNE Death Notification Entry
- ☐ IAT International Entries
- ☐ MTE Machine Transfer Entries
- ☐ PBR Cons Cross Border Entry
- ☐ POP Point Of Purchase Entries
- ☐ POS Point Of Sales Entries
- ☐ RCK Represented Check Entries
- ☐ RET Automated Return
- ☐ SHR Share Network Transaction
- ☐ TEL Telephone Payment/Deposit
- ☐ TRC Truncated Entries
- ☐ TRX Truncated Entry Exchange
- ☐ WEB Web Payment/Deposit

The total dollar amount of Entries transmitted by Customer to Bank on any one day shall not exceed

$______________________ Debits $_______________________Credits

Same Day ACH Opt In

☐ Customer may initiate Same Day ACH Entries subject to and in accordance with the NACHA rules and the terms of this Agreement.

Formatting of Entries

All Files will be formatted in a NACHA format or other format expressly pre-approved by Bank in writing, in its sole discretion. Bank will establish transmission specifications from time to time. All Files will be delivered electronically using AuburnBank Online. In the event Bank expressly permits non-electronic delivery, the Files must be hand-delivered to the ACH Clerk, 132 North Gay St., Auburn, AL. The magnetic media shall contain the credit or debit Entries and the offsetting debit or credit Entry in the correct format. The media should be labeled with the Customer's name and the Effective Entry Date. Also attached to the media should be a completed ACH FILE TRANSMITTAL FORM. The format of paper entries will be in a form agreed to by the Bank.

Files transmitted via AuburnBank Online shall be formatted as required by the Bank Site.

ACH Processing Deadlines

Next Day Credit Entries - File transmitted to Bank no later than 12:00 NOON Central Time one (1) Banking Day prior to the Effective Entry Date.

Next Day Debit Entries - File transmitted to Bank no later than 12:00 NOON Central Time one (1) Banking Day prior to the Effective Entry Date.

Same Day ACH Credit Entries (Effective September 23, 2016)[1] - File transmitted to Bank no later than 12:00 NOON Central Time on the Effective Entry Date.

Same Day ACH Debit Entries (Effective September 15, 2017)[1] - File transmitted to Bank no later than 12:00 NOON Central Time on the Effective Entry Date.

If the media is received later than the time specified above, the Entries will be processed for the Banking Day after the stated Effective Entry Date.

"Effective Entry Date" must be a Banking Day and a Federal Reserve Bank banking day.

CUSTOMER____

Signature:____

Name:____

Title:____

Date:____

[1] Credit or Debit Entries with an Effective Entry Date of the date of or a date prior to the date of the transmission of the File shall be considered to be a Same Day ACH Entry and shall be subject to the Same Day ACH fee. IAT and Entries about $25,000 are not eligible for Same Day ACH processing.

SCHEDULE 2

Additional Security Procedures

Electronic Files Sent Using AuburnBank's Secure Email Service

Customer acknowledges that the designated Customer Administrator can transmit an ACH File or designate someone else to transmit an ACH. Customer acknowledges that the Bank cannot restrict this ability and has no requirement to verify the person transmitting a File using the Customer's Security Codes. Bank will confirm electronic receipt of Customer's File by electronic mail. Files sent using this method must be accompanied by an authorization signed by the required number of individuals. The number of signatures and Authorized Agents are listed on **Schedule 3**. The authorization must include the items count, total dollar amount, and the Account(s) to be debited.

Hand Delivered Files

Must be accompanied by an authorization signed by the required number of individual(s). The number of signatures and Authorized Agents are listed on **Schedule 3**. The authorization must include the items count, total dollar amount, and the Account(s) to be debited.

File of Entry Amendments or Cancellations

Must be signed by the number of individuals authorized to do so on **Schedule 3**.

SCHEDULE 3

Customer Authorized Agents

All non-AuburnBank Online ACH transaction files/listings must be delivered with a transmittal document with authorized signature(s) and shall include the following information:

- Date
- Customer Name
- ACH Account Number (all Accounts tied to the Customer's customer information file (CIF) or Federal Taxpayer Identification Number, unless otherwise noted)
- Customer ID Number

Customer hereby designates the following individuals as the "Authorized Agents" under the Agreement to initiate Entries to the ACH Clerk and to request limit changes, and certifies to Bank that the signatures below are the signatures of employees vested by Customer's Board of Directors (or governing body) with full authority to sign transmittal registers used in conjunction with the deposit of ACH Files. **Authorized Agents should only be listed if they are not authorized signers on the accounts.**

Number of signatures required to submit a transaction file for processing: _____. *(If field is left blank it will be presumed to be only 1 signer required.)*

Name	**Title**	**Signature**	**Phone #**

Customer may add or delete Authorized Agents in accordance with the Notice provision of the Agreement, and any such change shall take effect the later of: (a) the date specified in Customer's notice; or (b) the date by which Bank shall have actually received such notice and had a reasonable opportunity to act on it.

Customer may designate Authorized Agents separately via AuburnBank Online.

CUSTOMER____

Signature:____

Name:____

Title:____

Date:____

EXHIBIT A

AuburnBank Remote Access Services

IMPORTANT - READ CAREFULLY: CUSTOMER'S USE OF THE AUBURNBANK REMOTE ACCESS SERVICES ("REMOTE ACCESS SERVICES") IS CONDITIONED UPON COMPANY'S COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF USE.

TERMS OF USE: BY EXECUTING THE AGREEMENT OR BY USING THE REMOTE ACCESS SERVICES, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE DISCLAIMER OF WARRANTIES AND RELEASE OF LIABILITY SET FORTH BELOW. CUSTOMER MAY NOT ACCESS THE REMOTE ACCESS SERVICES UNTIL CUSTOMER HAS READ AND ACCEPTED THE TERMS OF THIS SCHEDULE.

This Schedule sets forth additional terms and conditions with respect to Remote Access Services associated with the Service under the Agreement. The definitions, terms and conditions of the Agreement are hereby incorporated in this Schedule by reference. The provisions of this Schedule are controlled by the rights, obligations and liabilities established by the Agreement.

By executing the Agreement or by using the Remote Access Services, Customer acknowledges that it has read the terms and conditions below and agrees to be bound by terms thereby; including, but not limited to, the disclaimer of warranties. If Customer's computer belongs to a business or another person, that business (or individual) as well as the signor of the Agreement warrants that the signor has the authority to accept the terms and conditions of this Schedule.

1. REMOTE ACCESS SERVICES. Bank and/or its Affiliates (defined below) will provide the Remote Access Services in accordance with the terms of this Schedule to assist Customer in the repair/servicing of the Service. The Remote Access Services may be accessed either by clicking a link that Bank provides, where Customer will be sent to a website hosted by one of Bank's suppliers ("Suppliers"), which will allow Bank remote access to Customer's computer; or by typing in the address of a specific Supplier URL that Bank provides, along with a unique PIN. Notwithstanding the foregoing, Bank may, at its sole discretion, modify the features of the Remote Access Services from time to time without prior notice. Customer understands and agrees that prior to permitting Bank to access Customer's computer, it is Customer's responsibility to back up the data, software, information or other files stored on Customer's computer disk and or drives to prevent loss or corruption of information or data.

As part of the registration process allowing Customer access to the Remote Access Services, Customer may be required to use Customer's email address or other personally identifiable information as Customer's user name (collectively, "Password Information"). Customer agrees to carefully safeguard all of Customer's Password Information, and Customer is responsible for any and all activity that occurs under Customer's registration. Customer agrees to immediately notify Bank of any unauthorized use of Customer's Password Information or any other breach of security known to Customer, including if Customer believes that its Password Information has been stolen or otherwise compromised.

2. Customer acknowledges that some parts of the Remote Access Services are being provided through Internet access. Bank implements and maintains reasonable technical safeguards to protect the security of Customer's data in connection with the Remote Access Services being provided, but it does not warrant that such Remote Access Services are provided risk-free. Bank does not warrant the security of Customer's data against unlawful interception or access and will not be responsible for any theft, illegal activity or other unauthorized acts resulting in damage to Customer and Customer's computer, data or other property as a result of Customer's use of the Remote Access Services.

3. DISCLAIMER OF WARRANTIES; RELEASE OF LIABILITY. Customer acknowledges that Bank's ability to access Customer's computer remotely is made possible via the Internet and through the use of a Supplier. CUSTOMER EXPRESSLY

AGREES AND UNDERSTANDS THAT THE REMOTE ACCESS SERVICE IS PROVIDED ON AN "AS IS" BASIS AND THAT USE OF THE REMOTE ACCESS SERVICE IS AT CUSTOMER’S SOLE RISK. NEITHER BANK, OR BANK'S PARENT, SUBSIDIARIES OR AFFILIATES (COLLECTIVELY, "AFFILIATES"), NOR THEIR RESPECTIVE SUPPLIERS PROVIDING REMOTE ACCESS SERVICES OR RELATED TECHNOLOGY HEREUNDER MAKE ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT RELATING TO THE USE OR PERFORMANCE OF THE REMOTE ACCESS SERVICES OR RELATED TECHNOLOGY. NEITHER BANK, ITS AFFILIATES NOR THEIR RESPECTIVE SUPPLIERS SHALL BE LIABLE FOR ANY INJURY OR DAMAGE TO CUSTOMER OR ANY PERSONS USING THE REMOTE ACCESS SERVICES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE, LOSS OF PROFIT, LOSS OF DATA OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR PERFORMANCE OF THE REMOTE ACCESS SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY RELEASES BANK, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO ALL CLAIMS CONCERNING THE USE OF THE REMOTE ACCESS SERVICES AND RELATED TECHNOLOGY.

4. PRIVACY. In connection with Customer’s use of the Remote Access Services, Customer may disclose certain personally identifiable information to Bank or its Affiliates, such as Customer’s Password Information. Bank does not share this information with non-Bank companies except to the extent necessary to provide Remote Access Services hereunder (such as Bank’s Suppliers) and when Bank does share it, it is subject to their agreement to treat it as confidential business information and with the understanding that it may not be used for any purpose other than to perform the specified Remote Access Services. Bank will not sell or rent Customer’s personally identifiable information to anyone unless Customer expressly consents to disclosures of Customer’s personal identification and other personally identifiable information to third parties. Bank may send personally identifiable information about Customer to third parties only when Bank: (a) has Customer’s consent to share such information; (b) determines that Customer’s actions violate this Agreement; or (c) responds to subpoenas, court order or legal processes which require Bank to disclose registration data or any information about Customer to law enforcement or other government officials as Bank, in its sole discretion, believes necessary or appropriate.

5. INDEMNIFICATION. Customer is responsible for all activities occurring in connection with Customer’s use of the Remote Access Services. Customer hereby agrees to defend, indemnify and hold the Bank Parties and Suppliers harmless from and against any and all liabilities, claims and costs (including attorney's fees) incurred by the Bank Parties and Suppliers occurring in connection with any demand, claims, action, suit or loss arising as a result of any breach by Customer of these terms of use or claims arising from Customer’s use of the Remote Access Services.

6. PROPRIETARY RIGHTS. Bank and/or its Suppliers, as applicable, retain ownership of, and/or license, all proprietary rights in the Remote Access Services and in all trade names, trademarks, logos and service marks associated or displayed with the Remote Access Services. Customer will not remove, deface or obscure any of Bank's or its Suppliers' copyright or trademark notices and/or legends or other proprietary notices associated or displayed with the Remote Access Services. Customer may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Remote Access Services. Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted to Customer by Bank or its Suppliers with respect to any intellectual property right of Bank, its Affiliates or Suppliers.

7. CUSTOMER RESPONSIBILITY. During each support session, Bank requires that Customer remain at Customer’s computer at all times while Bank is accessing Customer’s computer. If Customer leaves its computer at any time during the support session, Customer must notify Bank and terminate the support session. In addition, during each support session, Customer agrees to close any unnecessary windows to avoid the disclosure of any personally identifiable information. As a condition of entering into this Agreement, Customer acknowledges that Customer has installed all necessary virus protection

software on Customer’s computer to avoid any loss/corruption of data, computer files and hard drives as a result of spyware or any computer viruses that may result in the deletion/corruption of data. Customer’s use of any software or program provided by a Supplier in connection with the Remote Access Services may be subject to additional terms and conditions, including an end user license agreement, the terms of which will be set forth on such Supplier's website. As a condition of using the Remote Access Services, Customer agrees to comply in all respects with such terms and conditions, including the end user license agreement, as well as any and all laws, rules and regulations applicable thereto.

[Remainder of page intentionally blank.]

ADDENDUM A

AuburnBank Online Service

This Addendum dated as of ______________ is made by and between Bank and Customer. This Addendum sets forth additional terms and conditions with respect to access to AuburnBank Online Services associated with the Service under the Agreement. The definitions, terms and conditions of the Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Agreement.

1. **General Terms.** To use AuburnBank Online, the Agreement must be in good standing, and Customer must have at least one commercial checking account with Bank, access to Internet service, and a valid electronic mail address. Confirmation of Bank's acceptance of Customer's enrollment will be sent to Customer, along with an assigned Security Code and a separate Customer Administrator Security Code.

2. **Access.** 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 such transactions are made on behalf of Customer, except as expressly provided in the Agreement. Customer can use AuburnBank Online seven days a week, twenty-four hours a day, although some or all services may not be available from time to time due to emergency or scheduled system maintenance.

3. **Internet Banking Service.** Customer can use AuburnBank Online to check the balance of all of Customer's credit and deposit Accounts (other than repo sweep accounts), view Account histories, transfer funds between Accounts, order checks for Accounts, and view checks paid on Accounts, all as provided onscreen.

4. **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 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.

5. **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.

6. **Scheduled Transfers.** Please note that AuburnBank Online identifies scheduled transfers based upon the Security Code of the Authorized 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 Authorized Users from the same Account if different Security Codes 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.

[Signatures on following page.]

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

CUSTOMER____

Signature:____

Name:____

Title:____

Date:____

ADDENDUM B

AuburnBank Online Banking Security Procedures

As to any Security Procedures agreed to by and between Customer and Bank with respect to any Service, Customer represents that Customer has carefully considered the circumstances of Customer's use of the Service and the transactions and activity that Customer will affect through the Service. Customer acknowledges and agrees that the Security Procedures, including (without limitation) any Security Codes used in connection therewith, constitute commercially reasonable Security Procedures under applicable law for the transaction and activity Customer intends to effect through the Service.

Required Security Procedures

Bank requires Customer to employ the use of the following Security Procedures:

- Password Reuse Settings
- Password Length and Strength
- Multifactor Authentication
- Secure Token with ACH and Wire Transfers
- Secure Token Code to Initiate Same Day ACH Batches
- New Users Held
- Email Alerts for all ACH batches initiated
- Verification of ACH initial credits to new accounts within existing batch
- Bank Overrides – sets maximum limits for ACH

Email alerts are also available for account activity other than ACH transactions and Wire Transfer transactions. Please notify Treasury Management Services if you would like more information about email alerts for other types of account activity.

Recommended Security Procedures

In addition to, and not in lieu of, the required Security Procedures, above, Bank also offers and recommends that Customer elect to employ the use of the additional recommended Security Procedures, below. Customer may opt out of or otherwise reject these additional recommended Security Procedures offered by Bank by having the Authorized Signer initial next to each Security Procedure(s) that Customer elects to opt out of using or otherwise rejects. Failure to opt out of or otherwise reject a Security Procedure by having the Authorized Signer initial below constitutes Customer's agreement to use such Security Procedure.

Customer acknowledges and understands that, for security reasons, it is a best practice recommendation that Customer elect to use as many of the additional recommended Security Procedures as is reasonable in consideration of Customer's business practices and industry. Customer further acknowledges and understands there are certain risks and dangers associated with opting out of or rejecting these additional recommended Security Procedures. By opting out of or rejecting these additional recommended Security Procedures, Customer hereby acknowledges that Bank first offered to Customer these additional recommended Security Procedures and that such Security Procedures constitute commercially reasonable security procedures. Customer acknowledges and understands that by opting out of or rejecting these additional recommended Security Procedures, Customer hereby waives the security protection offered by such Security Procedures and that Bank shall have no liability for any losses relating to this security procedure waiver. In addition, and not by way of limitation of the above, Customer assumes full responsibility and risk of loss for all transactions made by Bank in accordance with the Customer's election to waive any such Security Procedures.

Authorized Signer must make a selection to each of the following Security Procedure(s) that Customer elects to use or opt out of using or otherwise rejects.

☐ **NO** ☐ **YES** IP Restriction [IP Address ____]

☐ **NO** ☐ **YES** Dual Control for ACH

☐ **NO** ☐ **YES** Secure Token Code to Initiate ACH Batches

IF CUSTOMER OPTS OUT OF OR OTHERWISE REJECTS ANY OF BANK'S SECURITY PROCEDURES, INCLUDING THE ADDITIONAL RECOMMENDED SECURITY PROCEDURES, ABOVE, CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH CUSTOMER'S SELECTED SECURITY PROCEDURES.

CUSTOMER____

Signature:____

Name:____

Title:____

Date:____