



Exchange Bank's Cash Management System Enrollment Form

Company Information

*All Fields Required

Tax ID* _____ Date* _____

Company Name* _____

Company Address* _____

Company City* _____ State* _____ Zip* _____

Company Phone* _____ Account To Charge* _____

Company Administrator:

An Authorized Signer on your account must be designated as the "Company Administrator." This Administrator will have full authority for the Company security and will have the ability to set up employees to use only the services they need. Once the employees are set up, only the options that the Administrator has designated are displayed to these end-users. The Administrator also has the responsibility to maintain the options of any of the other users, including deleting users that no longer should have access.

Administrator* _____

Title* _____

E-Mail Address* _____

Signature* _____ Date*: _____

Services (Please indicate service level below)

<input type="checkbox"/> Cash Manager	<input type="checkbox"/> Cash Manager Plus	<input type="checkbox"/> Cash Manager Executive
<i>No Charge</i>	<i>\$25.00 per month</i>	<i>\$35.00 per month</i>

Balance Reporting	Balance Reporting	Balance Reporting
Intra-Day Reporting	Intra-Day Reporting	Intra-Day Reporting
Book Transfers	Book Transfers	Book Transfers
Stop Payments**	Stop Payments**	Stop Payments**
Check Reorder	Check Reorder	Check Reorder
	ACH Direct Deposit **	ACH Direct Deposit **
	ACH Payments **	ACH Payments **
	ACH Cash Concentration **	ACH Cash Concentration **
	Electronic Tax Payments **	Electronic Tax Payments **
		Domestic Wire Transfer **
		International Wire Transfer **

** Additional transaction fees may apply

<i>Additional Services</i>			
	Business Bill Pay \$12.50.	Business Bill Pay \$12.50	Business Bill Pay \$12.50
	\$1.55 per payment over 10	\$1.55 per payment over 10	\$1.55 per payment over 10
		Account Reconciliation \$25.00	Account Reconciliation \$25.00



COMMERCIAL CASH MANAGEMENT RESOLUTIONS

Business Customer:	
Account Number(s)	All accounts under the ownership of <i>(If company prefers limited account access, Company will provide Bank with a list of the specific accounts to be made available)</i>

I, the undersigned, hereby certify to Exchange Bank that I am the _____, (title) (unless otherwise designated, Secretary or Assistant Secretary) and designated keeper of the records and minutes of the Business Customer identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Business Customer; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), partners (if a partnership), members/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Business Customer at a meeting held on the _____ day of _____, 2014, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Business Customer, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the persons shown below as "Authorized Agents" are authorized, on behalf of this Business Customer and in its name, to execute and deliver the following agreements (collectively, the "Agreements") and to bind the Business Customer to the Agreements, as amended from time to time:

- EB Online Cash Management Enrollment Form
- Commercial Cash Management Access Agreement
- ACH Origination Agreement
- ACH Third Party Processor Agreement
- Tax Payment Enrollment Form
- Funds Transfer Agreement
- Courier Service Agreement
- Money Market Fund Corporate Cash Sweep Agreement
- Commercial Line of Credit Sweep Agreement
- FASTcheck Digital Deposit

2. Resolved, that the Authorized Agents are authorized to negotiate terms and conditions to the Agreements, amendments or supplements to the Agreements, and to enter into such other agreements as any Authorized Agent may find necessary or appropriate, including amendments or supplements. If there is more than one Authorized Agent, any one of them acting alone or together, may bind the Business Customer. All such acts and deeds are the acts and deeds of the Business Customer.

3. Resolved, each Authorized Agent shall have the authority to use the Cash Management Services, which services include (but are not limited to): obtain account information, initiate payment orders by ACH, funds transfer or bill payment (including intrabank transfers from one account to another), make payments from accounts, use pass codes and agree to security procedures for authentication of instructions and communications accomplishing the foregoing, make deposits, draw on accounts (including payments to themselves), and to otherwise engage in any banking or financial service or product approved by the Bank for Business Customer, as set forth in any agreement between Bank and Business Customer or as otherwise evidenced by the conduct of Business Customer.

4. Resolved, that the Business Customer recognizes that the Cash Management System will allow for the Business Customer to designate one Company Administrator, or Super User, for the operation of the Cash Management Services. The Company Administrator/Super User will be allowed to create additional persons (Users), who will be allowed to access the Services and to engage in one or more of the Cash Management Services, subject only to such limits as may be imposed by the Services or by the Super User. A Super User may use the Cash Management System in all matters relative to the Business Customer's pass codes, including but not limited to the right to (i) establish additional passwords on the Business Customer's behalf for the Super User's use or for use by any other User, (ii) terminate or cancel any/all existing passwords; (iii) change the Business Customer's account(s) and activity level(s) associated with the Cash Management Services, (iv) name an additional person (Designated Company Administrator), who will have maintenance authority over Business Customer's passwords, or terminate the authority of any person with maintenance authority over Business Customer's passwords. All transactions authenticated pursuant to the security procedures, or as otherwise provided in the Agreements described in paragraph 1 above, will be treated by Bank as a valid instruction of and binding on the Business Customer.
5. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by Bank prior thereto; and
6. Resolved, that this authorization supersedes any resolution, signature card or other document currently on file with Bank that limits authority over the Agreements shown in paragraph 1 above or over the transactions contemplated thereunder. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity or authority of a Super User to use the Cash Management System must specifically state that it relates to System access and must specifically describe the termination or change requested.

AUTHORIZED AGENTS:

Name	Signature	Title

I certify under penalty of perjury that the foregoing is true and correct, of my own personal knowledge.

Signed by: Secretary / Assistant Secretary, or other authorized representative

Printed Name: _____

Title: _____

Date: _____

Signed by: Other authorized representative / account signer

Title: _____

Date: _____



COMMERCIAL CASH MANAGEMENT ACCESS AGREEMENT

This Commercial Cash Management Access Agreement ("Agreement") is by and between Exchange Bank, a California banking corporation ("Bank") and the corporation, limited liability company, partnership or other organization ("Customer") that agrees to the terms and conditions of this Agreement as evidenced by execution and delivery of this Agreement. The effective date of this Agreement is the earlier of the date on which Customer begins using this service or as of the date shown below.

This Commercial Cash Management Agreement establishes the terms and conditions for electronic access to your accounts using the Exchange Bank electronic banking system (the "System"). By signing below, you agree to this Agreement. Please read it carefully and keep a copy for your records.

1. Definitions

As used in this Agreement, the words "we", "our", "us" and "Bank" mean Exchange Bank. "You" and "your" refer to the account holder named below and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Accounts" means your accounts at the Bank that are accessed through the System. "Electronic funds transfers" means transfers to or from your Accounts using the System. "System Services" means the services provided pursuant to this Agreement. Our "Business days" are Monday through Friday (holidays not included). All times are local time of Bank.

2. Access

To use the System, you must have at least one account at the Bank, access to Internet service and an e-mail address. You are responsible for the set-up, configuration, operation and maintenance of your computer, modem and all other hardware and software you use with the System. You agree that we are not responsible for any errors or failures from any malfunction outside of our control, including power interruption, delay resulting for high volumes of internet traffic, breach of security (other than Systems under our control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the Services. You agree to use the Services solely for business purposes and not to use the System to transfer funds to or from any account established primarily for personal, family or household purposes.

3. Enrollment and Accounts

You must complete and return an Enrollment Form to us for our approval. This Agreement is not consummated unless and until we review and approve your application to use the Services, as set out in the Enrollment Form. If you are approved, we will send you confirmation of our acceptance of your enrollment and your assigned login ID and temporary password. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application, and from time to time thereafter. You agree to

provide us with information as we request, from time to time. The System can be used to access only the Accounts which you have designated for access by the System in your Enrollment Form. You can add or delete any of your Accounts from this Agreement by completing the EB Online Change Request form. Access to your Accounts through the System will be based upon the identification of users specified by you in your Enrollment Form. The Account Signer you have designated as Company Administrator or Super User will set the access and authority levels of all other Users.

4. System Services

You can use the System to access the Services designated on the Enrollment Form as approved by us. Some of the following Services may not be available to you through the System without separate approval from us. Some Services may appear on your screen that have not been approved for you and, therefore, will not be available to you.

- A. View balances in your Account(s);
- B. View Account histories (debit and credit transactions for the most recent six months);
- C. Transfer funds between Accounts (“transfers”);
- D. Transfers between Accounts are limited to Accounts with the exact same ownership and vesting;
- E. Order check stock;
- F. Make stop payment requests (on checks written by you);
- G. Initiate Automated Clearing House (ACH) debits and Entries. Separate ACH Origination Agreement required; and
- H. Initiate Wire Transfers. Separate Funds Transfer Agreement required.

5. Delays in Updates

The balance and the activity information that you obtain through the System are updated after midnight each Business day. Updated information will normally be available to you after 4:00 a.m. Any same-day updates to the information appear as “Memo Posting,” but balance information (even with Memo Postings) may not reflect all current transactions. For example, the “Balance After Memo Postings” may not reflect same-day over the counter transactions such as another depositor depositing a check drawn on your account.

6. Hours of Access

You can use the System seven days a week, twenty-four hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website.

7. You are Responsible for Your Password

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and that your password is not communicated to us.

8. You are Responsible for Confidentiality and Security

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You agree to create a password that utilizes a minimum of six characters, including at least one letter, one number, and one special character (!, ?, \$, etc.), for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. Upon five unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, the Super User or Company Administrator must contact us to have their password reset or to obtain a new temporary password. All other users must contact their Super User or Company Administrator.

9. You are Responsible for Authorization Controls for Services

You are responsible for controlling access to the Services and for any limitations placed by you on the Services that may be used by other persons. The fact that we are or may be made aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that persons may utilize the System (including inquiries, Transfers, ACH or Wire Transfers) without regard to any restrictions otherwise applicable to an Account. For example, if a person directs transfers from a given Account, that person can initiate the Transfer, ACH, Wire or other Service whether or not he has been authorized to do so according to the signature card applicable to the Account. Also, if a person has signing authority over Account "A" but not over Account "B," but has access to the System Services, he or she could Transfer funds from "B" to "A" and then withdraw funds from "A." You agree that any arrangements with us to require one or more authorized signatures for transactions involving your Accounts do not apply to or limit our obligation to act upon instructions received by us through the System.

10. Risk of Loss Due to Unauthorized Instructions

We are authorized to act on instructions received under your password or otherwise authenticated using the System. Any instruction or message received by us after the System is accessed using a valid password (or other security procedure) will be deemed by us to be an authorized and valid instruction from you. We will be entitled to rely on this authority and you will be obligated and bound by all such instructions and messages even if in fact the instruction or message was not authorized by you. The risk of loss due to unauthorized instructions is yours.

11. Risk of Loss Due to Loss or Theft of Passwords or other Security Procedures

You also assume all risks associated with disclosure of any password or other security procedures to unauthorized persons, or any abuse of the System by authorized persons. We are not responsible for verifying whether a Transfer, ACH or Wire request, or other instruction, is or is not authorized by you other than through the verification process contained in the security procedures of the System. When a person is added or deleted by your company's Super User, as a user of the System Services, we have no knowledge or control over who they are or what permissions they have been granted. Your company's Super User maintains complete control and responsibility for any passwords given to the additional users.

12. Compliance with Security Procedures/Protection of the Services

You agree to limit disclosures of passwords (or other security procedures) to those who you authorize or who have a specific need to know and who have been authorized by you to use the System Services you desire. You will establish procedures to protect the confidentiality of all information relating to the Services, including all passwords and security procedures, and will promptly notify us if you know or suspect that codes, passwords or other security information is stolen, compromised, or misused. The System will require all Users to create new passwords at least once every 60 days.

13. Your Obligation to Review Security Procedures

You will review and implement all security procedures available in connection with the System Services. After this review, you will notify us if your use of the System Services would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify us, you acknowledge and agree that the security aspects of the System Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

14. Encryption of Data in Transit does Not Guarantee Privacy

Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided in our customer Service section.

15. Fees and Charges

You agree to pay our fees and charges for your use of System Services. Our fees and charges can be reviewed on our Web site's "Commercial Enrollment" document and will be provided to you. You agree that fees and charges may be deducted from any of the Accounts maintained by you with us or any other account of yours. You agree to pay any additional charges for our services you request which are not covered by this Agreement. You are also responsible for telephone, internet service and any other third party fees you incur in connection with your use of the System. We may modify any fees or charges at any time. We will provide you with notice of any changed fees or charges, normally in advance of the effective date of the change.

16. Processing Transfers

Requests for Transfers from Account to Account received by us through the System before 4 p.m. on a Business day are posted and processed the same day. Transfer requests received by us after 4 p.m. on a Business day, or on a Saturday, Sunday or a banking holiday, will be posted and processed the next Business day.

17. Overdrafts (Order of Payments, Transfers, and other Withdrawals)

Credits to your Account will be made in accordance with our standard funds availability policy. If your Account has insufficient funds to perform all electronic fund transfers and other payments from the account for a given Business day, then:

- A. Electronic funds transfers involving executed payment orders will have priority;
- B. Electronic funds transfers initiated through the System which would result in an overdraft of your Account may, at our discretion, be canceled;
- C. In the event the electronic fund transfers initiated through the System which would result in an overdraft of your Account are not canceled, overdraft charges may be assessed, pursuant to the terms of any deposit agreement for that Account;
- D. Items may be dishonored or otherwise returned to avoid an overdraft; and
- E. You authorize us to seek the return of any previously sent funds transfers.

18. Limits on System Transactions

Federal regulations limit the number of certain types of transfers from non-transaction accounts. You are limited to six pre-authorized electronic fund transfers and telephone transfers (including System transactions, checks and point-of-sale transactions) per month. Of these six transactions, you are limited to no more than three transactions per month payable to third parties by check, draft or similar order. Each fund transfer or payment through the System from your savings or money market deposit Account is counted as one of the transfers you are permitted each month from that Account. Demand deposit accounts are not subject to these transfer limitations. All transfers between Accounts or to third parties are subject to there being sufficient available funds to cover the amount of the transfer request in the affected account. We may at our option require pre-funding of any transfer or request before processing it. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any funds transfer request or ACH Entry for you. If we allow transfers to be processed against insufficient funds, we are not obligated to continue that practice. We may from time to time impose lower limits on the amount of any funds transfer requests or on any ACH credit or debit Entries and their files, or require funding in advance of actual processing. We will communicate these limits to you if they are imposed.

19. Security Interest in Accounts

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights regarding any request or ACH Entry processed by you using the System or, if later, until any other claims to such funds have expired.

20. Disclosure of Account Information and Transfers

You agree that information about your Accounts or the transfers you make may be disclosed by us to others, both in connection with our providing the System Services and for other business purposes. For example, we may disclose personal information to third parties:

- A. If we have entered into an agreement with another party to provide any of the Services;
- B. If it is necessary for completing transfers or otherwise carrying out your instructions;
- C. If it is necessary to verify the existence and condition of an Account for a third party;
- D. In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- E. In order to provide you with information about products and services that we or an affiliate offers that believe will be of interest to you; or
- F. If you otherwise give us your specific permission.

21. Periodic Statements

You will get a monthly Account statement. It will not be a separate statement for banking transactions you make using the System. Transfers to and from your Accounts using the System will appear on the respective periodic statements for your Accounts. You will not receive separate confirmation of transfers to or from your Accounts through the System, other than the information provided to you using the System.

22. Change in Terms

We may change any term of this Agreement at any time. If advance notice of the change is not required by law, we will notify you of the change in terms after the change becomes effective. Changes will be effective on the date specified in our notice to you. If no date is specified, the change will be effective on the date of mailing to you. Your continued use of any or all of the System Services indicates your acceptance of the change in terms, but it is not necessary for you to continue to use the Services for the change to be effective. We reserve the right to waive, reduce or reverse charges or fees imposed on you or others in individual situations.

23. Your Right to Terminate

You may cancel your System Service at any time by providing us with written notice. Your access to the System may be suspended within 3 Business days of our receipt of instructions to cancel the Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.

24. Our Right to Terminate

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

- A. Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- B. Upon reasonable notice (including immediate), for cause (including the foregoing) or without

cause, at our sole discretion.

25. Communications between Bank and You

You can write to us at Exchange Bank, P.O. 403, Santa Rosa, CA 95402-0403, Attn: Cash Management Services. We may write to you at the most current address shown on our records.

26. Automated Clearing House Entries

You may not process or use System Services to initiate Automated Clearing House (ACH) Entries unless and until we have specifically approved your doing so. You will be notified separately of any such approval by us and a separate ACH Origination Agreement is required. You agree to be bound by the Operating Rules of the ACH in connection with all ACH transactions, as the Rules may be amended from time to time. Even if approved, we may refuse to process any Entry or Entries at any time, and from time to time, either for cause or without cause. The term "Entry" will mean a debit or credit "Entry," as defined under the Rules, unless otherwise specified.

27. ACH Functions

The System will accommodate the following ACH functions (collectively, the "ACH Services"):

- A. Payroll — These are credit Entries using a PPD or PPD+ code.
- B. Collections — These are debit Entries using a CCD or CCD+ code.
- C. ACH Payments — These are credit Entries using one of several codes (PPD, CCD or other).
- D. ACH Receipts — These are debit Entries using one of several codes (PPD, CCD or other)

28. Other ACH Matters

In addition, as regards all ACH Services:

- A. Compliance with OFAC Regulations You acknowledge that the ACH system may not be used in violation of, and that you must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls.
- B. Provisional Payments The receiving depository financial institution ("RDFI") is the financial institution that receives Entries for credit or debit to the account of its depositor (a "Receiver"). You agree to be bound by the provision of the National Automated Clearing House (NACHA) Rules making payment of credit Entries by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for the credit transaction. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the Receiver. You also agree that any payment by us to you for any debit Entry, or returned credit Entry, is provisional until we receive final payment. We may delay your ability to use this provisional credit for some time.
- C. Types of Entries You will not use the ACH Services to initiate represented checks (RCK), point of purchase (POP), PPD Account Receivable Truncated Checks or WEB Entries, unless specifically allowed by us. General approval of the ACH Services does not allow the foregoing Entries.
- D. Authorization for Entries You agree to obtain the appropriate authorization from each person owning or holding the account shown in Entry data delivered by you to us, and your

instructions to us will conform to the authorization. Such authorization will be operative at the time of (A) sending of the related Entry to an ACH processor or (B) our crediting or debiting, as appropriate, of any Receiver's account. You will comply with any applicable state or federal laws applicable to Entries to or from consumer accounts. Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you agree to comply with the notice requirements set forth in the Rules and in Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

- E. Processing Entries We will process Entries and settle for Entries in accordance with the Rules and this Agreement. Entry data for any reversal may or may not be processed by us, at our sole discretion.

29. Your Duty to Notify Us of Error

If you fail to notify us within 60 days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from asserting any lack of authorization or any error against us.

30. Limitation on Liability

As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly as reasonably possible, but in no event later than 5 Business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times.

31. NO CONSEQUENTIAL DAMAGES

IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF OURS.

32. Indemnity

You will indemnify, defend and hold us harmless against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement.

33. Governing Law

This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws, and excluding California rules governing conflicts of law). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

34. Miscellaneous

This Agreement (and any ACH Origination Agreement, or Funds Transfer Agreement) constitutes the entire agreement between you and us with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with us (such as for loans or other services), continue to apply except as specifically altered by this Agreement. This Agreement shall be effective when we accept and agree to it, as evidenced by our making one or more of the Services available to you. You represent and warrant that this Agreement, once duly executed and delivered by both parties, will be a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with us in all manner reasonably requested by us, including providing us with information about you and executing and delivering to us any documents reasonably requested by us to further the purposes of this Agreement.

Agreed and Accepted this _____ day of _____, _____.

COMPANY

EXCHANGE BANK

Signed
By: _____

Type or Print Name

Title: _____

Signed
By: _____

Type or Print Name

Title: _____

Signed
By: _____
(Authorized Signer)

Title: _____

Date
Signed by
Bank: _____



Commercial Cash Management Standard Pricing List

Exchange Bank's Online Cash Management System

Cash Manager

24/7 access to all of your accounts
View account balances including intra-day items
6 months account history
Transfer funds between bank accounts
Request stop payments online
View loan balances and history
Establish notifications, for example when balance thresholds are reached
Customizable reporting
Customizable security features allow you to set user transaction limits, restrict access to functions and view reports on your user's activities
Export your account information to QuickBooks, Quicken, Money or a comma-delimited file

NO CHARGE

Cash Manager Plus

All the features of Cash Manager with the addition of:
ACH (Automated Clearing House) origination. This provides businesses with an easy and cost-effective solution for cash collection and disbursement requirements and an easy way to perform such tasks as employee direct deposit and accounts receivable collection.
Electronic Tax Payments – Generate tax payments for both Federal and State taxing authorities online

\$25.00 per month

\$5.00 per ACH file
\$.10 per ACH item

\$3.00 per tax payment

Cash Manager Executive

All the features of Cash Manager Plus with the addition of Domestic and International Wire transfers at a discounted price per transaction

\$35.00 per month

\$20.00 Domestic
\$35.00 International

Business Bill Pay

An enhanced bill payment platform for the small business customer.
Ability to add invoices or credit memos to your payments
The business administrator can authorize three custom authority levels for additional users.

\$12.50 per month

\$1.55 per payment over 10

Account Reconciliation

Improve the speed, ease, and accuracy of your account reconciliation register:
Easily import new issues, voids, and cancellations. Reduce fraud by ensuring that your records and Exchange Bank match.

\$100.00 Set Up

\$25.00 per month