

CORNERSTONE
BANK
eBusinessLink
Customer Agreement

THIS AGREEMENT, is for the eBusinessLink (Cash Management) service provided by Cornerstone Bank, Eureka Springs, AR (“Bank”) for _____ (“Customer”). Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

1. GENERAL

The Cash Management services to be provided by Bank to Customer, consist of access to a secured Cash Management service (“Service”) that permits Customer to obtain certain account information reporting, electronic funds transfer services, and other account maintenance functions, by means of internet connection with the Internet Service Provider of Customer’s choice. These services shall collectively be known as “Cash Management”, but hereinafter will be referred to as the (“Services”). Services are provided by the Bank for access and use by Customer. Jack Henry & Associates Inc. is the sole owner and licensor for the Service and has granted the Bank the right to sublicense the Service to customers.

2. TERM

This Agreement is effective from the date the Service is accessed by Customer and shall remain in force until termination. The Agreement shall be terminated upon thirty days prior written notice by either party to the other, upon termination of the relationship between the parties, if the customer fails to comply with the terms and conditions of this Agreement, or upon termination of the software license agreement between Bank and Jack Henry & Associates Inc.

3. DISCLAIMER OF WARRANTY

No warranties with respect to the Service are made by said Bank nor does it warrant that the Service will meet specific requirements of the Company. Neither the Bank nor Jack Henry & Associates Inc. makes any warranty of any kind, either express or implied with respect to the use of the Service. Bank and Jack Henry & Associates Inc. disclaim any and all implied warranties of merchantability and fitness for a particular purpose. The Customer assumes the entire risk as to the quality and performance of the Service and documentation.

4. LIMITATION OF LIABILITY

- a. In no event shall Bank or Jack Henry & Associates Inc. be liable to Customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Service and documentation, or for any claim by another party.
- b. The Customer shall be solely responsible for protecting against unauthorized access to the Service through the use of physical security, passwords and other security procedures. The financial institution will be held harmless for processing any request received by Customer.
- c. Where the Customer has access to funds transfer of the Services, which include Wire Transfer, ACH Transfer or Book Transfer, Bank will only accept transfer requests upon proper execution of security procedures that are entirely within Customer’s control. Bank may consider funds transfer requests received from Customer as having been authorized by the Customer, and the Bank shall be held harmless for executing any transfer.

5. FEES

There are no general access fees for the Service. However, applicable fees for certain transaction types, e.g., Wire Transfers, ACH Transactions, and Tax Payments, are covered under the respective sections that follow.

6. FUNDS TRANSFER SERVICE

In addition to account information reporting, the Customer may request access to certain Funds Transfer Services as described below. Funds transfers are available during specific business hours as described in the processing schedule. Customer must specify Customer Representative authorities per transaction type. If the Customer, or any of its authorized representatives, use the Funds Transfer Services described, the following condition(s) shall apply:

Wire Transfer—The Customer acknowledges that the Wire Transfer feature of the Service is an alternate entry system for issuing Wire Transfer orders between the Customer and the Bank. A separate Wire Transfer Agreement between the Customer and the Bank is required. This Wire Transfer Agreement shall govern the acceptance and liability for all Wire Transfer Requests.

ACH Transactions—The Customer acknowledges that the ACH Transaction feature of the Service is an alternate entry system for issuing ACH transaction orders between the Customer and the Bank. A separate ACH Origination Agreement between the Customer and the Bank is required. This ACH Origination Agreement shall govern the acceptance and liability for all ACH Transactions originated by the Customer.

7. AVAILABILITY OF SERVICES

All services are available during specified business hours as described in the processing schedule.

8. MISCELLANEOUS

- a. This Agreement, together with addendum's, schedules, other written agreements and applicable Bank rules and regulations represents the entire understanding of the parties. If any option of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect.
- b. Customer agrees not to sublicense, assign or transfer this license or the Service except as expressly provided in this Agreement.
- c. This Agreement is governed by the Laws of the State of Arkansas (except where Federal law governs the copyrights and trademarks of Jack Henry & Associates Inc. and the successors it assigns). It may not be amended or modified except by a written instrument signed by both the Customer and the Bank.

9. AUTHORIZATION AGREEMENT FOR ACCOUNTS

Customer hereby provides authorization for transmission of account information on the following accounts.

Company Name

Company TIN (Tax Identification Number)

e-mail address

Account Number_____

Account Type_____

Account Title (if different from Company Name)_____

Account Number_____

Account Type_____

Account Title (if different from Company Name)_____

Account Number_____

Account Type_____

Account Title (if different from Company Name)_____

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Account Number_____

Account Type_____

Account Title (if different from Company Name)_____

Account Number_____

Account Type_____

Account Title (if different from Company Name)_____

10. AGREEMENT OF DOLLAR LIMITS

Customer hereby agrees to abide by the following dollar limits for the listed transaction types. If any transaction transmitted does not have an adequate balance(s) to meet the transaction amount, the Customer acknowledges that the Bank is not obligated to complete the transaction as ordered.

Transaction Types:

Wire Transfers _____

ACH Transfers _____

11. PROCESSING SCHEDULE

All transaction(s) must be submitted to Cornerstone Bank by the cut off time of 2:00 p.m. Central Standard Time to allow processing on the Effective Entry date. Our banking days include all days except Saturdays and Sundays and the following standard holidays that are observed by Federal Reserve Bank in St. Louis:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

12. SIGNATURES

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

ACCEPTED BY:

ACCEPTED BY:

Signature

Cornerstone Bank

Name

Name

Date

Date