

*eDepositLink*  
Remote Deposit Capture  
Merchant Agreement





## REMOTE DEPOSIT CAPTURE MERCHANT AGREEMENT

This REMOTE DEPOSIT CAPTURE SERVICES AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Cornerstone Bank (herein the "Financial Institution"), and \_\_\_\_\_ (herein the "Customer").

### WITNESSETH:

WHEREAS, the Customer has authorized the Financial Institution to provide certain electronic capture services to the Customer as herein described;

WHEREAS, the Customer receives payments by paper checks from its customers (the "Indirect Customers"); and

WHEREAS, the Financial Institution has agreed to provide such services to the Customer on the terms and conditions herein described.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

**"Check"** means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

**"Substitute Check"** means a paper reproduction of the original Check that:

- (a) contains an image of the front and back of the original Check;
- (b) bears a MICR line containing all the information on the MICR line of the original Check, except as provided under generally applicable industry standards for Substitute Checks to facilitate the processing of Substitute Checks;
- (c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for Substitute Checks; and
- (d) is suitable for automated processing in the same manner as the original Check.

- 1 **General.** The Remote Deposit Capture Service to be provided by the Financial Institution to the Customer, consisting of a check scanning device (the "Scanner"), access to a browser based software program via eBusinessLink online banking, and all related materials and documentation (collectively herein the "Program"), permits the Customer to conduct certain check related activities with the Financial Institution electronically. Based on the Financial Institution's current schedule of fees for such checks (the "Images") are electronically transmitted to a third party processor, Jack Henry & Associates, Inc. (JHA), whose services are available to the Financial Institution, and for JHA to use electronic information, including images, captured from these checks to process transactions as Image Replacement Documents (IRDs) as permitted under the Check for the 21st Century Act ('Check 21 Transactions') (the

"Services"). The Services are provided by the Financial Institution and its vendors for access and use by Customer.

2 **Laws, Rules, and Regulations.** Customer agrees to comply with all existing and future operating procedures used by the Financial Institution for processing of transactions. Customer further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks and drafts including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC). These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement.

3 **Use of Scanner and Program by Customer.** The Financial Institution is providing the Scanner and Program to the Customer to allow the Customer to create Images of the paper checks received from Indirect Customers and to then transmit these Images electronically for the purpose of having Check 21 transactions initiated. Customer will inspect and verify the quality of images and will confirm that the digitized images are legible for all posting and clearing purposes.

These paper checks will be stamped "ELECTRONICALLY PROCESSED" by the Customer or the Scanner and will remain with the Customer for a period according to the Rules before being destroyed, unless the Indirect Customer presents the check in person; in which case the transaction by such direct presentment would be subject to POS rules requiring that the check be stamped and returned to the Indirect Customer.

The images of these checks will be maintained by JHA for a period of seven years. Should Customer or Indirect Customers need a check researched; JHA will provide the image from its archive during the record retention period.

Customer Service and technical support will be provided by JHA and the Financial Institution. Network Connectivity is the responsibility of the Customer.

4 **Processing/Funds Availability.** Financial Institution will process, encode, endorse and deposit into the Account, Checks submitted by Business through the Remote Deposit Service in accordance with Financial Institution's internal procedures and all state and federal laws during any Business Day, subject to the cutoff time as stated on Schedule B.

Images that are transmitted for deposit are not subject to the availability requirements of Regulation CC; however the Financial Institution may choose to exercise the Expedited Funds Availability schedule when deemed appropriate.

5 **Customer's Obligations to Indirect Customers.** As the Customer will be receiving the Indirect Customers' paper checks, and creating Images from these checks to process as Check 21 Transactions , and as the Customer will be retaining and then destroying the Indirect Customers' paper checks, the Customer must comply with the following responsibilities.

a) **Retain Paper Checks after Converting to Images.** Paper checks will be stamped "ELECTRONICALLY PROCESSED" by the Customer or the Scanner and will remain with the Customer for a period no greater than 75 days before being destroyed. Checks must be secured in a commercially reasonable fashion during the retention period and must be shredded properly. The Financial Institution shall have no liability to Customer for any loss, cost or damage related to or arising out of or from Customer's retention of paper checks, the method of securing such paper checks, the destruction of such paper checks or the method of destruction of such paper checks chosen by Customer.

- b) **Compliance with Rules; No-Disclosure and Confidentiality**. Customer agrees both (i) to comply with and (ii) cooperate and assist the Financial Institution and its vendors in complying in a complete and timely manner with the Rules. Customer agrees to execute and deliver to the Financial Institution all such instruments, as the Financial Institution may from time to time reasonably deem necessary. Customer shall not disclose to any third party other than the Financial Institution, or any agent of Customer for the purpose of assisting Customer in completing a transaction, or as specifically required by law, any account information or other personal information. Customer, in an area limited to select personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by the Rules.
- 6 **Right to Use Program/Limited Sublicense**. The Financial Institution hereby grants to the Customer a non-transferable and non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Program is valuable, confidential and proprietary property of JHA and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program.
- 7 **Delivery and Installation**. The Financial Institution shall deliver to the Customer a Scanner and access to the Program via *eBusinessLink*. The Financial Institution agrees to further provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program.
- 8 **Maintenance**. After delivery and installation of the Scanner and Program and until the termination of this Agreement pursuant to Section 10, the Financial Institution will assist the Customer in obtaining from JHA technical support and other information for the operation and use of the Scanner and Program, and will provide to the Customer any modifications, refinements and enhancements to the Scanner or Program which JHA may hereafter implement and for which the Financial Institution has received notification from JHA.
- 9 **Review and Audit**. On reasonable notice to Customer, the Financial Institution shall have the right to inspect, during Customers regular business hours and during non-peak times, Customers document scanning and document retention facilities and methodologies, in addition to Customers information technology infrastructure and security policies, procedures, and controls for the purpose of validating the Customers ability to carry out its duties under this Agreement. The Financial Institution shall have the right to inspect the Customers financial statements and operating reports on a periodic basis as it deems necessary, and mandate specific internal controls if necessary.
- 10 **Term**. This Agreement is effective from the date the Scanner and the Program are received by Customer and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days prior written notice by either party to the other at the then current address of record, (ii) upon termination of the account relationship between the parties, (iii) failure of the Customer to comply with the terms and conditions of this Agreement, (iv) upon termination of the Software License Agreement, or (v) any other event which causes JHA to be unable to provide the Program to the Financial Institution or the Customer. The Customer agrees to return the Scanner, if provided by the Financial Institution, and all written and/or electronic documentation related to the Scanner and/or Program to the Financial Institution, together with all copies thereof, upon termination. The provisions of this Agreement protecting the proprietary rights of JHA and the Financial Institution will continue in force after termination. The Financial Institution may terminate the Remote Deposit relationship at any time.
- 11 **Fees**. Customer agrees to pay the fees for access to and use of the Scanner and the Program at the rates specified by the Financial Institution's Fee Schedule B (below) hereafter provided to the Customer. The Financial Institution may change the fees charged to the business Customer any time during the term of this Agreement. The Financial Institution may deduct all fees due from any account of the Customer at the Financial Institution.
- 12 **Account**. The Customer will maintain with the Financial Institution at least one demand deposit or commercial checking account (the "Account(s)") for the purpose of providing available funds and for

deposit of received funds in connection with the use of the Services. In addition to the terms of this Agreement, the Account will be subject to a separate Account Agreement. Unless the Financial Institution otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Services and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay the Financial Institution, on demand, the amount of any deficiency in such outstanding transactions and obligations. The Financial Institution may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at the Financial Institution.

- 13 **Settlement Reserve.** Customer may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Financial Institution. Customer hereby acknowledges and agrees that any Settlement Reserve will be deposited in the Financial Institution account for exclusive use by the Financial Institution for purposes of offsetting any Customer obligations under this Agreement. If Customer's Settlement Reserve falls below the required amount, Customer authorizes the Financial Institution to immediately replenish the Settlement Reserve to an amount to be determined by the Financial Institution via an ACH debit to the Customer Account or by a direct deposit to the Settlement Reserve. No interest will be paid on the Settlement Reserve. Customer grants the Financial Institution a security interest in any Settlement Reserve so that the Financial Institution may enforce any obligation owed by Customer under this Agreement without notice or demand to Customer. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Agreement for the duration of the Termination Period during which time the Financial Institution's security interest shall continue.
- 14 **Right of Setoff.** Customer hereby acknowledges and agrees that the Financial Institution shall have a right of setoff against any and all fees, returns and refunds owed the Financial Institution by Customer under this Agreement.
- 15 **Authorization.** The Customer will provide to the Financial Institution properly executed authorizations from Customer (which may be designated by resolution executed in conjunction to the establishment of Customer's deposit account), in form acceptable to the Financial Institution identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. In the absence of such authorizations, Customer agrees that individuals authorized to sign on Customer's deposit account are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to the Financial Institution, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the Corporation, provided, however, that the Financial Institution may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation shall have provided to the Financial Institution any evidence of such person's authority.
- 16 **Account Reconciliation.** All transactions which result in a debit or credit to the Account initiated by the Customer using the Services will be reflected on the Customer's monthly account statements. The Customer will notify the Financial Institution, within thirty (30) days after the mailing of the account statements by the Financial Institution of any discrepancies between the account statements and the Customer's records of transactions initiated through the Services. Failure of the Customer to notify the Financial Institution within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Financial Institution by reason of such discrepancies. Customer will promptly provide any retained check (or, if the check is no longer in existence, a sufficient copy of front and back of the check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.
- 17 **Entries, Endorsements & Check Retention.** Customer shall be responsible for the accuracy and propriety of all Entries submitted to the Financial Institution for processing, as well as responsible for

obtaining all required approvals for the processing of the Entry from the Indirect Customer. The Customer is required to make sure that all checks are properly and completely endorsed before processing them for deposit. Customer shall be liable for each Entry and warrants that it complies with the Rules. Once processing has been completed the Financial Institution recommends that the Customer shred all checks within 75 days.

- 18 **Discrepancies**. In the event of any conflicts in the instructions received by the Financial Institution regarding the Customer or any Entries relating to them, the Financial Institution may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Customer or by the Financial Institution to the funds, Entries or proceeds thereof.
- 19 **Processing Deadline**. The Financial Institution has specific processing deadlines. Files received by the deadline will be transmitted that day to the Federal Reserve Financial Institution for settlement on the effective entry day. Files received after the deadline will be processed the next business day.
- 20 **Notice of Provisional Credit**. In the case of any Credit Entry subject to Article 4A of the Uniform Commercial Code, credit given by the RFDI to the Recipient with respect to such an Entry is provisional until the RFDI has received final settlement through a Federal Reserve Financial Institution. If such settlement or payment is not received, the RFDI shall be entitled to a refund from the Recipient of the amount credited, and the Customer shall not be deemed to have paid the Recipient the amount of the Entry.
- 21 **Debits Not As Authorized**. If an unauthorized Debit Entry is confirmed in writing by the Recipient, the Recipient will have the right, unless waived in accordance with the Rules, to have the amount of such Debit Entry immediately credited to the Recipient's account by the RFDI as set forth in the Rules. The Customer's Account will be debited for the amount thereof.
- 22 **Reversing Entries**. If the Customer discovers that any Entry it has initiated was in error, the Customer will notify the Financial Institution immediately. The Financial Institution will then notify the Customer as to whether the transmission of the File or the Entry via Check 21 has been initiated. The Customer shall then have the sole right and responsibility to initiate a Reversal of the Entry in accordance with the Rules.
- 23 **Re makes of Rejected Entries or Files**. If an entry or file is rejected due to improper processing or unexcused delays by the Financial Institution, the Financial Institution will Remake such Entry or File and re-send it. If such Entry or File was rejected as a result of improper processing or the supplying of incomplete information by the Customer, the Customer will Remake the Entry or File, or supply the Financial Institution with complete information for Remaking the Entry or File, at the Customer's expense, and the Financial Institution will send such Entry.
- 24 **Unauthorized Access; Security Procedures**. The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customers who will use the Scanner and the Program. The Financial Institution shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures. The Customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Financial Institution, provided, however, the Financial Institution shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Services shall be deemed to have been authorized by the Customer, and the Financial Institution shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

a) The Financial Institution will administer the system and user access for the Customer. Customer will appoint an individual with the authority to: (a) determine who will be authorized to use the Services; (b) request individual userid and password for each user; and (c) establish limits on each user's authority to access information and conduct transactions. Customer is responsible for the actions of this individual, the authority the individual gives others to act on its behalf, and the actions of the persons designated by the individual to use the Financial Institution service. Customer agrees to: (a) take reasonable steps to safeguard the confidentiality of all Passwords; (b) limit access to its passwords to persons who have a need to know such information (c) closely and regularly monitor the activities of employees who access the Financial Institution service (d) prohibit its employees and agents from initiating Entries without proper supervision and adequate controls; and (e) notify the Financial Institution to remove users they deem no longer authorized to use the Services.

b) Customer understands that the use of Passwords and the Financial Institution service instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Customer's negligence or are deliberate acts. Customer acknowledges that no person from the Financial Institution will ever ask for any Passwords and that the Financial Institution employees do not need and should not ask for passwords.

c) The Financial Institution may require Customer to change its passwords at any time. The Financial Institution may deny access to the Financial Institution service without prior notice if it is unable to confirm (to its satisfaction) any person's authority to access the service or if the Financial Institution believes such action is necessary for security reasons.

d) Customer will immediately report to the Financial Institution any security incidents.

25 **Business Continuity.** If circumstances occur where deposits cannot be made through RDC technology, the Customer will physically bring or mail the checks to the bank for deposit. It is the customer's responsibility to back up any data stored on the system.

26 **Customer Representations and Warranties.** With respect to each and every check that the Customer scans into an Image using the Remote Deposit Capture system, the Customer represents and warrants to the Financial Institution that: (a) the Customer shall be bound by and comply with all procedures and operating guidelines established by the Financial Institution, contained herein or subsequently created., and (b) the Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid.

27 **Indemnification.**

a) All disputes between Customer and any Indirect Customer relating to any debit/credit transaction shall be settled between Customer and Indirect Customer. Customer agrees to indemnify and hold the Financial Institution and its processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Customer's breach of any of its obligations under this Agreement. The Financial Institution retains the right to offset the Customer's account for amounts the Financial Institution is damaged by Customer's actions.

b) The Customer will defend, indemnify and hold harmless the Financial Institution and its processors against and in respect to any and all losses, liabilities, expenses and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Financial Institution under the remote deposit capture service system; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any dispute between the Customer and any third party in connection with the use of the remote deposit capture service system; (iv) any breach of the Customer's representations for any transaction submitted by the Customer described in this agreement; (v) any loss or expenditure which results from any transaction submitted by the Customer caused by the Indirect Customer's inability to fund the transaction; and

(vi) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section shall survive termination of this Agreement.

- 28 **LIMITATIONS OF LIABILITY.** THE FINANCIAL INSTITUTION'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE FINANCIAL INSTITUTION'S DISCLAIMER OF WARRANTY IS LIMITED TO THE REPLACEMENT OF ANY SCANNER OR DISKETTE THAT IS RETURNED TO THE FINANCIAL INSTITUTION. IN NO EVENT SHALL THE FINANCIAL INSTITUTION 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 PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. THE FINANCIAL INSTITUTION'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. THE FINANCIAL INSTITUTION WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF THE FINANCIAL INSTITUTION HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THE FINANCIAL INSTITUTION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FINANCIAL INSTITUTION WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FINANCIAL INSTITUTION'S ACT OR OMISSION. THE FINANCIAL INSTITUTION WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE: (A) RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS; (B) RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY CHECK 21 TRANSACTIONS; OR (C) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE FINANCIAL INSTITUTION AND THE CUSTOMER OR BETWEEN THE FINANCIAL INSTITUTION AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE THE FINANCIAL INSTITUTION'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE FINANCIAL INSTITUTION UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
- 29 **DISCLAIMER OF WARRANTY.** NO WARRANTIES WITH RESPECT TO THE SCANNER AND THE PROGRAM ARE MADE BY THE FINANCIAL INSTITUTION NOR DOES THE FINANCIAL INSTITUTION WARRANT THAT THE SCANNER AND THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. THE FINANCIAL INSTITUTION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SCANNER AND/OR THE PROGRAM. THE FINANCIAL INSTITUTION DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF CUSTOMER'S ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 30 **Equipment.** The Financial Institution is not responsible for any loss, damage or injury resulting from (i) an interruption in Customer's electrical power or telephone service; (ii) the disconnecting of Customer's telephone or data line by Customer's local telephone or data company or from deficiencies in Customer's line quality; or (iii) any defect or malfunction of the Scanner or telephone or data line.
- 31 **The Financial Institution's Liability for Failure to Complete Transactions.** The Financial Institution will process and complete all transfers (to and from eligible accounts) properly initiated through the Remote Deposit Capture system in accordance with the terms on the Image and the terms of this Agreement. If the Financial Institution or its processors do not complete a Check 21 Transaction on time or in the correct amount in accordance with terms on the Image and under the terms of this Agreement, the Financial Institution's liability for Customer's losses and damages will be limited to those directly and proximately caused by the Financial Institution's failure, not to include indirect, consequential, special or exemplary damages. Further, the Financial Institution will not be liable if:
- a) Through no fault of the Financial Institution, the Indirect Customer does not have enough money in his or her account to make the transfer or payment.



b) The Scanner or the Program is not working properly, and Customer knew about the malfunction when Customer initiated use of the Services.

c) The Indirect Customer's depository institution mishandles or delays handling Check 21 Transactions initiated by the Financial Institution.

d) There is an error on the Indirect Customer's paper check.

e) Circumstances beyond the Financial Institution's control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by the Financial Institution to avoid these circumstances.

32 **Entire Agreement; Severability.** This Agreement together with all exhibits, schedules and attachments hereto, the Account Agreement and the Rules (as incorporated herein) represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which the Financial Institution is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and the Financial Institution shall incur no liability to the Customer as a result of such violation or amendment.

33 **Assignment; Sublicense.** Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.

34 **Governing Law.** This Agreement is governed by the laws of the State of Arkansas (except to the extent Federal law governs the copyrights and trademarks of JHA and its successors or assigns) and the Rules.

35 **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.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

**FINANCIAL INSTITUTION**

**CORNERSTONE BANK**

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

\_\_\_\_\_

**CUSTOMER**

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

\_\_\_\_\_

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

\_\_\_\_\_

## **Schedule A**

### **Exposure Limits**

The information provided herein will be utilized to set exposure limits within eDepositLink system:

<b>PROJECTED DEPOSIT ACTIVITY</b>	
Highest Single Deposit Dollar Amount:	Highest Daily Deposit Dollar Amount:
Highest Number of Checks in a Single Deposit:	Highest Amount of a Single Check in a Deposit:
Highest Number of Checks Deposited Each Day:	Highest Number of Deposits Made Each Day:
Highest Number of Deposited Items Returned Each Month:	Highest Number of Returned Items in a Month:

## **Schedule B**

### **Remote Deposit Capture Pricing**

#### **Remote Deposit Service Fees:**

Monthly Fee: N/A other than any incurred under the individual deposit account agreements

Per Check Fee: N/A other than any incurred under the individual deposit account agreements

Monthly Minimum Fee: N/A other than any incurred under the individual deposit account agreements

Equipment Rental Fee: \$25 per month for single item scanner

\$50 per month for multiple item scanner

Check Scanner Maintenance: Included in Equipment Rental Fee

Other Fees (if applicable): N/A other than any incurred under the individual deposit account agreements

**Cutoff Time (for Processing): 1:00 p.m. and 4:00 p.m.**

