

BANKING TRANSACTIONS CERTIFICATE

By:

Bank of Tennessee (including its Carter
County Bank Division and its Mountain
Community Bank Division)

Company Name: _____
Street Address: _____
City, State, Zip Code: _____

Referred to in this document as 'Financial Institution'

Referred to in this document as 'Customer'

I, _____, certify that I am Secretary (clerk) of the above named Customer organized under the laws of
_____ Federal Employer I.D. Number _____ engaged in business under the trade
name of _____, and that the resolutions on this document are a correct copy of

the resolutions adopted at a meeting of the Governing Body or General Managing Agent, as applicable duly and properly called and held on
_____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

RESOLUTIONS

The Customer named on this Banking Transactions Certificate (the "Certificate") resolves that,

1. The Financial Institution is designated as a depository for the funds of the Customer and to provide other financial accommodations indicated in this resolution.

2. _____ as the _____ of the Customer (the 'Internet Banking Coordinator') is/are authorized, empowered and directed to execute and deliver to the Financial Institution the Commercial Internet Banking Service Terms, Conditions and Disclosures and the CheckFree Terms, Conditions and Disclosures and to accept such additional agreements, amendments or modifications of or relating to the Customer's use of the Financial Institution's Commercial Internet Banking System (the 'System'), including but not limited to any Follow-Up Agreements (such as any agreements dealing with Automated Clearing House transactions, wire transfers and tax payment arrangements) as referenced in the Commercial Internet Banking Service Terms, Conditions and Disclosures (the preceding documents collectively referred to as the 'Internet Documents'), on behalf of the Customer as may be reasonably necessary. The actions of the Customer's Internet Banking Coordinator associated with the execution of the Internet Documents are hereby ratified and approved.

3. The Internet Banking Coordinator shall also have the authority to appoint agents to act on behalf of the Customer through the Administrative Users' use of the System (individually referred to as 'User' or collectively as 'Users'). To appoint a User, the Internet Banking Coordinator will execute a Commercial Online Banking Agreement outlining what transactions and authority the User will have in operating the System. The following individuals are designated as Administrative Users:

The Users will retain their appointment and authority until removed or replaced by the Internet Banking Coordinator. Removal or replacement of a User will be effective as of the date of receipt of written notice of said removal or replacement by the Financial Institution.

4. **LIMITATIONS ON POWERS:** The following are the Customer's express limitations on the powers granted under this Resolution:

5. This Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Governing Body or General Managing Agent, as applicable and certified to the Financial Institution as governing the operation of this Customer's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

6. The name of any User included in Section 3 of this Resolution and accompanied by a properly executed Commercial Online Banking Agreement and Schedule A and or B. Enrollment form is conclusive evidence of that User's authority to act on behalf of the Customer. Any User of the Customer, so long as they act in a representative capacity as User of the Customer, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in the Commercial Online Banking

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Agreement and Schedule A, from time to time, with the Financial Institution, subject to any restrictions on this Resolution or otherwise agreed to in writing.

7. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Customer with the Financial Institution prior to the adoption of this Certificate are hereby ratified, approved and confirmed.

8. The Customer agrees to the terms and conditions of any account agreement, properly opened by any User of the Customer. The Customer authorizes the Financial Institution, at any time, to charge the Customer for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

9. The Customer acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Users named on this Certificate. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this Certificate, (or that are filed separately by the Customer with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the User(s) regardless by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Customer authorizes each User to have custody of the Customer's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

10. **EFFECT ON PREVIOUS CERTIFICATES:** This Certificate supersedes resolution dated _____. If not completed, all certificates remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Governing Body or General Managing Agent, as applicable, and at the time of adoption of this Certificate had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Customer is a non-profit corporation

COMPANY:

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Attest by One Other Officer

Secretary

SOLE PROPRIETOR:

Name



CARTER COUNTY BANK AND MOUNTAIN COMMUNITY BANK ARE DIVISIONS OF BANK OF TENNESSEE MEMBER FDIC

COMMERCIAL ONLINE BANKING AGREEMENT

THIS COMMERCIAL ONLINE BANKING AGREEMENT is made and entered into by and between Bank of Tennessee and the entity identified on the Signature Page of this Agreement (together with the Affiliate, if any, identified on Schedule B, "Customer") as of the "Effective Date" on the Signature Page to govern the Online Banking Service made available by Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division).

1. Introduction

1.1 This Commercial Online Banking Agreement governs your use as a business customer of the banking services described below. Throughout this document, our commercial internet banking system will be referred to either as "Online Banking Services", "Online Banking", "Services" or the "System", and this Commercial Online Banking Agreement, including any Schedules to this Agreement, will be referred to as the "Agreement." Please read it carefully and keep a copy for your records.

1.2 You may choose not to use all the Services included and described in this Agreement. However, if at a later date you request and we approve that you will begin using any of these Services or any additional Services, by signing and returning to us this Agreement, you are agreeing that on the day we grant such approval and without any further acts on your part or ours unless we so request, this Agreement will be a legally binding agreement between you and us as to any and all Services which we may provide from time to time under this Agreement.

2. Definitions

For purposes of this Agreement, the following terms and phrases shall have the meanings ascribed to such terms and phrases: (a) "Business Day" shall mean any calendar day other than Saturday, Sunday, or any holidays recognized by Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division); (b) "Bank", "we", "us", and "our" shall mean and refer to Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division), a Tennessee banking corporation; "you" or "your" shall mean and refer to the business Customer subscribing to or using the System as is identified above, as well as any Affiliate identified on Schedule B, and (d) "User" shall mean the Administrative User and each Additional User as defined herein. Additional capitalized terms and phrases are expressly defined in other parts of this Agreement.

3. Administrative User, Users and Protecting User ID and Password

3.1 You agree to select and identify to us, in Schedule A, an "Administrative User(s)", who will be shown on our records as the authorized Administrative User(s) for your Services. You certify and warrant that each person designated as an Administrative User has been and will be properly authorized and empowered to add additional users (herein "Additional Users") for our Services or any part of the Services (including the authority to manage other users) and that we may rely without inquiry or liability upon the instructions of the Administrative User and any person designated from time to time as an Additional User. You warrant and represent to us that each Additional User designated by the Administrative User has and will continue to have full authorization to be added as a user of the Services and to act under this Agreement. You agree that the Administrative User shall promptly delete an Additional User of the Services, if that Additional User ceases to be authorized as an Additional User. You agree to advise us and request a revised Schedule A in the event you deem the Administrative User unauthorized to continue in that role.

3.2 User IDs and Passwords assigned by us or the Administrative User will be subject to specific format rules set by us which may be changed from time to time at our discretion. Additional procedures to provide more secure access to Online Banking may be enabled from time to time at our discretion. You covenant and agree with us that we may rely fully upon such User IDs and Passwords, properly entered into the System, both as authentic identification of the Administrative User and each Additional User and as conclusive and sufficient evidence of the authority of the Administrative User and Additional User, as the case may be, to conduct the specified online transaction for you. The User ID and Password issued to your Additional Users are for your security purposes and you and each of your Additional Users agrees not to disclose or otherwise make your User IDs and

Passwords available to anyone.

3.3 You are responsible for any System transactions affected with User IDs and/or Passwords associated with you and/or your Users, including such transactions resulting from, but not limited to, phishing attacks, spoofed websites, malware, Trojan viruses, or other third party attempts to compromise confidential account information under your control or the control of your employees and/or agents. If any of your Users gives an unauthorized person his/her User ID and Password, or otherwise permits or makes available to such an unauthorized person such user's User ID and or Password, irrespective of the circumstances or means, you are solely responsible for all transactions such unauthorized person performs using the Services. Any transaction performed by anyone using a User ID and or password assigned to and associated with your Users and accounts and acting with fraudulent intent, even those transactions you did not intend or want performed, are authorized transactions upon which we may take action. You assume sole responsibility for any unauthorized use of the User IDs and Passwords assigned to and associated with your Users and accounts.

3.4 You acknowledge and agree to the following procedures:

(a) Upon three unsuccessful attempts by a User to use your password, access to Online Banking will be revoked/locked. Prior to the third attempt, your User should select 'Forgot Password' to reset your password and avoid being locked out.

(b) If your User becomes locked out, to re-establish authorization to use the System, you must contact us or an Administrative User to have the Password reset or obtain a new temporary Password.

(c) For your protection, each User should sign off after every online session and close the browser to ensure confidentiality.

4. Account Access

Our Services are generally available 24 hours a day, 7 days a week. We reserve the right, under certain circumstances, to deny access to any one or more deposit and/or loan account(s) or to the Services, or to deny the processing of transactions, in order to maintain or restore security to our website and systems. We may do so if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). We will notify you as soon as possible if this occurs. We will not be liable for any damages caused as a result of the denial of access. In addition, your access to the Services and your account(s) may be restricted during a period of routine maintenance. If Services are suspended, fail or restricted due directly or indirectly to any act of God, nature or public enemy, terrorist act, war, epidemic, strike, lockout, riot, weather condition, equipment failure or malfunction, electric power disruption or shortage, communication failure or other condition not under our control, Services will be restored as soon as reasonably possible and we will not be liable for any damages to you as a result thereof.

5. Online Wire Transfers Processing

5.1 Online Wire Transfers

(a) Wire transfers via Online Banking can be made from your designated accounts maintained with us to accounts you have at other depository institutions or to accounts third parties maintain with us or other depository institutions.

(b) We will process wire transfer requests ('wire request') we receive from you via online banking throughout the day until our cut-off time on any Business Day. Please contact us or consult the wire transfer section in Online Banking for processing deadlines. Any wire requests we receive after the cut-off time or on a non-Business Day will be processed on the next Business Day.

(c) You authorize us to withdraw or debit the necessary funds from your account at the time we execute your wire request. We will execute your wire request to transfer funds from your designated account so long as your account shows sufficient collected funds to cover your payment order and so long as the amount of the payment order does not exceed any other limit we have established. The transfer amount will be charged to your account immediately, and we will also charge your account for the fee for the wire transfer services assessed by us in accordance with this Agreement and the Schedule of Fees and Funds Availability setting forth certain of our fees, which we delivered to you at the time of your account opening(s) with us (the 'Schedule of Fees and Funds Availability').

(d) We have no obligation to execute a wire request that would result in an overdraft. Notwithstanding the foregoing, should the deduction for the transfer cause an overdraft, you hereby authorize us to deduct these payments from your designated account even if they create an overdraft, or from any other account you maintain with us. You will be responsible for any overdraft amounts and will be assessed any insufficient funds charge or overdraft fees per the terms of your Deposit Agreement and Disclosures for Commercial Accounts, and Schedule of Fees and Funds Availability for business accounts. You authorize us to debit any account you maintain at the Bank and to offset any amount we owe you in order to obtain payment of your obligation under this Agreement.

5.2 Online Wiring Instructions

(a) You may enter a wiring instruction electronically while you are logged on to Online Banking. When you enter your wire request, you will be required to provide us information about the other account to which you will be transferring funds, including: (i) the name of the person or business entity on the account, and the address of the recipient; (ii) the bank account number of that account; and (iii) the name and identifying or routing number of the depository institution at which that account is maintained.

(b) You authorize us to make payment on the basis of the bank account number you provide in the wire request even if that number identifies a person different from the person you have named. You also authorize us (and any other financial institution that may be involved in the wire transfer) to rely on the identifying or routing number you provide in the wire transfer instruction for any depository institution, even if the specified number identifies an institution different from the one you name. *You acknowledge and agree that you are solely responsible for verifying and entering correctly the routing or identifying numbers in your wire request. You further agree that we shall have no obligation or responsibility to detect errors contained in the wire request received.*

(c) We reserve the right to (a) handle a wire transfer in such order as is selected by us, in our sole discretion; and (b) reject or delay our acceptance and/or execution of a wire transfer if we determine that the wire transfer instruction is unclear, incomplete, or otherwise unsatisfactory to us.

5.3 Electronic Funds-Transfer System

(a) You may designate in the wire request the particular electronic funds-transfer system and the intermediary banks, if any, to be used by us in connection with the wire transfer transaction. If you do not so designate, we will choose the electronic funds-transfer system and intermediary banks, if necessary, to complete the wire transfer transaction. Notwithstanding your designation, we may use any electronic funds-transfer system to execute a wire request without prior notification to you if we in good faith determine that it is not feasible to follow your designation, that following it would unduly delay completion of the wire transfer transaction, or that your designation is otherwise unacceptable to us.

(b) Each electronic funds-transfer system may be governed by its own operating rules and regulations. Wire transfer transactions under this Agreement shall be subject to the rules and regulations of the applicable electronic funds transfer system, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. Each electronic funds-transfer and/or communications system selected by us in executing a wire transfer instruction shall be considered your agent.

5.4 Cancellation or Amendment of an Online Wire Request

You may request the cancellation or amendment of a wire request. Our sole obligation with respect to any such request to cancel or amend a wire request is to use our reasonable efforts to act upon such a request. You acknowledge and agree that we may not be able to act upon or effect any particular request to cancel or amend a wire request due to any number of reasons including, without limitation, that the timing of our receipt of the cancellation or amendment instructions from you may prevent us from acting in response to your instructions. In any event, we shall have no liability to you if any request to cancel or amend a wire request is not affected.

5.5 Security Procedures for Online Wire Transfers

(a) You agree that our security procedures stated in this Agreement (including without limitation Section 3 and Section 17) and Schedule A attached to this Agreement, which is incorporated herein by reference (collectively, the "Security Procedures") are commercially reasonable. You agree that we will use the Security Procedures to attempt to detect an unauthorized wire request prior to accepting your wire request, but we will have no liability for any such unauthorized wire

requests. You acknowledge that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a wire request. No Security Procedure for the detection of any such error has been agreed upon between you and us. You agree that any wire request acted upon by us in compliance with the Security Procedures, whether or not authorized by you, shall be treated as your authorized wire request. You acknowledge that we reserve the right to change our Security Procedures from time to time and you agree to be bound by and cooperate with such Security Procedures as revised from time to time.

(b) You acknowledge that we recommend that you require dual control of your internal wire transfer functions (i.e., more than one individual in your organization must initiate and approve wire transfer requests) to maintain a higher level of security. You understand and agree that we shall not be liable for any losses stemming in whole or in part from your decision to forego dual control of wire transfer functions.

(c) Nothing contained in this Agreement shall obligate us to accept or execute a wire request, or an amendment or cancellation to that instruction, and we shall only be deemed to have accepted a wire request or its amendment or cancellation upon our execution thereof.

5.6 Special Conditions for Wire Transfers Outside the United States

(a) You represent, warrant and agree that any international wire transfer that you may request will not violate the Foreign Assets Control Regulations of the United States Treasury Department or any other laws of the United States or regulations of any governmental agency.

(b) If a wire transfer is to be made in United States dollars to an account outside the United States, then, unless otherwise expressly stated, our foreign correspondent may, in its discretion, make payment to or credit the account of the beneficiary of the wire transfer in local funds at the place of payment at the correspondent's rate of exchange on the date of payment is made or credited.

(c) If the international wire transfer is to be made in a foreign currency, upon request we will provide the necessary exchange rate to transact the transfer and you will be solely responsible for the effect of such exchange rate.

(d) The System allows for future dating wire transfers, however, we do not permit international wires in a foreign currency to be future dated. We reserve the right to cancel any international wire in a foreign currency that is future dated at any time before the wire is executed. If, in our discretion, we elect to process an international wire in a foreign currency that has been future dated, we reserve the right to modify the exchange rate applicable to the wire to equal the exchange rate in effect on the date the wire is sent.

(e) International wires in a foreign currency initiated after the daily cut-off time will be dated on the next Business Day, but will not be considered future dated; however, if the current day's exchange rate does not equal the next Business Day's exchange rate, we reserve the right to modify the exchange rate to equal the exchange rate in effect on the date the wire is sent or cancel the wire.

6. Transferring Funds through the ACH Payment

6.1 System Generally

(a) ACH payment services ('ACH Services') allow you to make or collect payments through the ACH payment system by means of debit/credit payment type entries (each of which an 'Entry' and if more than one, 'Entries') from your business deposit account.

(b) By agreeing to use the ACH Services, you appoint us to act as your originating bank in order to transmit debit and/or credit Entries (i.e., requests on prescribed media and format for the transfer of money to and from the accounts of bank depositors ('receivers') maintained at banks participating in the ACH Network ('ACH Network') (each, a 'Participant')) initiated by you (as an 'originator') to the ACH Network as provided in the NACHA Operating Rules (referred to as the 'ACH Rules' or 'Rules') and this Agreement.

(c) You acknowledge that certain Entry types, including but not limited to international ACH transactions, web-initiated Entries and telephone-initiated Entries, involve additional legal requirements that will apply to the extent you initiate certain Entry types. The Bank has the right to restrict the types of Entries an originator may initiate, as well as the right to change

originator limits in certain situations.

(d) You agree to comply with and be bound by the current Rules in existence which may be amended from time to time. Your duties set forth in this Agreement in no way limit your obligation to comply with the Rules. Any fines or liabilities imposed against us for a violation of the Rules caused by an action and/or inaction by you may be assessed against you, in our sole discretion. Costs associated with Rules publications and/or association membership will be your responsibility. If you utilize third-party vendors or processors, you shall take such measures as may be necessary to ensure compliance with the Rules by such vendors and processors.

(e) We shall establish, in our sole discretion, the maximum amount of Entries to be transmitted by you, and we may change such maximum amount in our sole discretion, with or without notice to you. If you transmit Entries to us in excess of such specified maximum amount, we shall have no obligation to accept such Entries and will have no liability for our failure to process such.

(f) Your approval for use of the ACH Services may be subject to underwriting criteria established by us from time to time. If we require application of underwriting criteria to approve your use of the ACH Services, you agree to provide such financial, business and operating information as we may reasonably request.

(g) You acknowledge and agree that we have the right as an Originating Depository Financial Institution ("ODFI") to terminate or suspend an originator for breach of the ACH Rules. Upon reasonable notice from us to you, we shall have the right to inspect your books and records and to make on-site visits to any and all your locations with regard to all information deemed by us to be necessary or pertinent to your use of ACH Services provided by us under this Agreement. Information subject to our right of inspection shall include all information maintained by you with respect to your customers, clients, vendors and processors (including audits) if, in our opinion, your relationship with such customers and clients is materially related to your ACH transaction activity conducted through us under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements set forth in the ACH Rules are being followed.

6.2 Processing ACH Payments

(a) We must receive your Entry by the designated cut-off time, on a day which is at least one (1) Business Day prior to the date on which the debit/credit Entries are to be posted to the receiver's account. It is your obligation to contact us or consult the ACH payment section in Online Banking for processing deadlines. Any Entries we receive after the cut-off time or on a non-Business Day will be processed on the next Business Day. Entries may be future dated up to fourteen (14) calendar days in advance.

(b) We will process your Entry through the ACH payment system one or two Business Days before the date you have designated. We will process the debit/credit Entries with ordinary reasonable care, but we will not be liable for any damage or loss to you arising out of the acts or omissions of any third parties, including, but not limited to, ACH, the Federal Reserve Bank and its branches, or any receiving bank at which any Participant receives debits/credits.

(c) We may reject any Entry for: (1) failure to comply with the Rules; (2) having an effective date more than fourteen (14) days in advance; (3) your failure to make timely payment of any Entry; and (4) violation of this Agreement or any other agreement between us and you. We shall use our reasonable best efforts to notify you of rejection of an Entry within one (1) Business Day and such notice shall be effective when given. You agree to indemnify, hold harmless and reimburse us for any Entry which is rejected or disputed after we permit you to withdraw funds in an amount equal to the Entry. You shall have no right to cancel or amend any Entry after our receipt of such Entry.

(d) You authorize us to withdraw or deduct the necessary funds from your account on the applicable settlement date for any electronic credit Entry you originate. We will process an offsetting electronic debit Entry to your designated account so long as the amount of the credit Entry does not exceed any other limit we have established. The transfer amount will be charged to your account immediately, and we may also charge your account for the fee for the ACH Services assessed by us in accordance with the Schedule of Fees and Funds Availability.

(e) For debit Entries you originate, we shall, on the applicable settlement date, credit the account with the amount of each debit Entry transmitted to us so long as the amount of the debit Entry does not exceed any other limit we have established. We may charge your account for the fee for the ACH Services assessed by us in accordance with the Schedule of Fees and Funds Availability.

(f) We have no obligation to process an electronic Entry that results in an overdraft. If we elect to process any electronic Entry for which we have not received final settlement, the amount of the Entry, at our option, will become immediately due and payable by you to us, and we will have the right to:

(i) charge the amount of the payment to your designated account, as well as any other account you maintain with us, even if an overdraft is created;

(ii) claim a refund from you;

(iii) per the terms of your Deposit Agreement and Disclosure, and the Schedule of Fees and Funds Availability, assess an insufficient funds charge or overdraft fees and interest penalty to your designated account from the date the payment is due until paid;

(iv) if an overdraft is created, you agree to pay the overdraft amount and interest on such amount at such rate as we may elect to charge, not to exceed the maximum legally permissible amount, all reasonable attorney's fees and all costs and expenses incurred by us to collect the overdraft, interest and fees;

(v) you authorize us to debit any account you maintain with us, our affiliates or subsidiaries, and to offset any amount you owe us in order to obtain payment of your obligation under this Agreement; and

(vi) as security for the performance of your obligations hereunder, you grant to us a continuing security interest in your deposit accounts with us which now or at any time hereafter exist, and in any and all collateral and/or personal guaranty in which you have previously granted us a security interest and any and all collateral and/or personal guaranty in which you hereafter grant us a security interest.

(g) We shall report all Entries transmitted by us and posted to your account or which are otherwise subject to this Agreement on your periodic account statements. You shall notify us promptly of any discrepancy between the account records. If you fail to notify us of any such discrepancy within fourteen (14) days of receipt of the account statement, we shall not be liable for any other losses from your failure to give such notice, including loss of interest and you shall be precluded from asserting and shall be deemed to have irrevocably waived any claim against us as to such discrepancy.

(h) For credit Entries submitted by you to your intended receiver, credit given by the receiver's financial institution is provisional until the receiver's bank has received final settlement through a Federal Reserve Bank or otherwise. If the receiver's bank does not receive such settlement for the Entry, the receiver's bank is entitled to a refund from the receiver in the amount of the credit to the receiver's account and you will not be considered to have paid the amount of the credit Entry to its receiver.

(i) If any Entry describes the receiver of such Entry inconsistently, whether by name or account number, payment may be made by us on the basis of the account number supplied by you even if it identifies a person differently from the name of the receiver and your obligation to pay the amount of the Entry will not be waived under such circumstances.

(j) You shall retain adequate records and data to permit the retransmitting of Entries until five (5) Business Days after midnight of the settlement date of any Entry and you will provide such data to us upon our request.

(k) If you choose to originate prenotification Entries to the Receiving Depository Financial Institution ("RDFI") in order to verify the accuracy of routing and account numbers, you agree not to initiate live dollar Entries until at least six (6) Business Days following the settlement date of the prenotification Entry. You must provide the prenotification Entries format in compliance with the Rules. In the event that you or we receive notice that there are any problems associated with the RDFI processing a requested prenotification, (i) you will not initiate any Entry with respect to such prenotification; (ii) if the notice is received by you, you will notify us immediately; and (iii) if the notice is received by us, we will notify you.

6.3 Customer Dual Control and Security Procedures

You acknowledge that we recommend that you require dual control of your ACH functions within Online Banking (*i.e.*, more than one individual in your organization must be involved in initiation and approval of ACH Entries) to maintain a higher level of security. You further acknowledge that should you elect to forgo such dual control for ACH transactions, the potential risk for fraudulent or unauthorized transactions to be deducted from your accounts maintained with us is increased. You understand and agree that we shall not be liable for any losses stemming in whole or in part from your decision to forego dual control of ACH transaction functions. You agree that the Security Procedures

stated in this Agreement (including without limitation Section 3, Section 17, and Schedule A) shall pertain to the ACH Services and are commercially reasonable. Furthermore, you agree that in order to enhance security around the origination of ACH transactions, we may, from time to time, offer or require steps to be taken by you such as submitting ACH transmittal forms when originating ACH transactions. In such event, we will provide you with details describing any such additional steps in the form of commercially reasonable advance notice.

6.4 Compliance with Security Procedure

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and you shall be obligated to pay to us the amount of such Entry even though the Entry (or request) was not authorized by you, provided that we accepted the Entry in good faith and acted in compliance with the Security Procedures.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by us was transmitted or authorized by you, you shall pay to us the amount of the Entry, whether or not we 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 we had complied with such Security Procedures.

6.5 Requirements Involving ACH Pre-Funding

(a) We reserve the right to require you to pre-fund an account maintained with us prior to the settlement date of the ACH file. We shall determine whether pre-funding is required based on criteria established from time to time by us. We will communicate directly to you if pre-funding is required and if required by us, the following pre-funding criteria apply:

(i) Pre-funding can only be used to originate ACH credit files for payments (*i.e.*, direct deposit of payroll, trade payments, tax payments, etc.). If any other file type is originated, we may immediately terminate the file. You agree to consult with your Relationship Manager at Bank to initiate a request for credit approval if you wish to originate any other ACH transaction.

(ii) ACH payment transactions (or file of transactions) must be received by us by 4:30 p.m. Eastern Time at least two (2) Business Days prior to the settlement date of the Entries.

(iii) Upon receipt of your file, we will verify availability of funds in your account. You acknowledge and agree that ACH transactions will not be processed unless sufficient available funds are in your account before you send or release your file to the Bank. You further acknowledge and agree that holds on deposited checks may limit funds availability; please plan accordingly or transfer funds via wire transfer.

(iv) We are under no obligation to contact you if insufficient funds exist. However, if contacted, you will agree to immediately deposit readily available funds into the settlement account in the form of an account transfer, loan advance or wire transfer to cover the transaction. Should we elect to release a file against insufficient funds, we are under no obligation to release subsequent files for which insufficient funds may exist.

(v) Funds will be held or debited from your deposit account on the same day the file is received at the Bank (at least two Business Days prior to the settlement date) instead of being debited on the settlement date.

(vi) Pre-funded ACH files must be "balanced" when delivered to us (*i.e.*, the offsetting debit entry is contained within the NACHA formatted file). If an unbalanced file is originated, we may immediately terminate the file.

(vii) If your file is not processed, we reserve the right to require you to re-initiate the file(s) or choose an alternate payment method.

(b) YOU ACKNOWLEDGE AND AGREE THAT YOUR ACH FILE WILL NOT BE PROCESSED IF THE ABOVE CONDITIONS ARE NOT SATISFIED. Failure to comply with these conditions may result in termination of ACH Services or require credit approval in order to continue using ACH Services.

6.6 Compliance with ACH Rules and Other Legal Requirements

(a) You acknowledge that you are aware of the ACH Rules as they refer to payments you initiate, and that you

are in compliance with and will adhere to the applicable requirements contained in the ACH Rules (as in effect and amended from time to time) when using ACH Services. You also agree to comply with procedures we may establish from time to time, including any limitations that may be imposed on the amount or type of entries that may be initiated.

(b) You acknowledge that you will not generate transactions that violate the laws or regulations of the United States. This includes, but is not limited to, sanction laws administered by the Office of Foreign Assets Control ("OFAC"). It shall be your responsibility to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC, or from the OFAC's home page site at www.ustreas.gov/ofac. You agree that the performance of any action by the Bank to debit or credit an account or transfer funds otherwise required by the Rules is excused to the extent that the action is inconsistent with United States law, including our obligations under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). You warrant and covenant that all actions by you contemplated by this Agreement, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC").

(c) You represent and warrant to us that each electronic debit Entry you initiate is for a sum due and owing you directly or as an authorized agent.

(d) You must obtain, and agree to obtain, a receiver's written authorization in accordance with the Rules and United States laws, both as to the amount and the date of billing, before you initiate an electronic credit and/or debit Entry with respect to the receiver, and retain the original or a copy of the authorization as prescribed by the Rules. The authorization must be in a form acceptable to us, must be readily identifiable as either an ACH credit or an ACH debit authorization, and must clearly and conspicuously state the terms of the authorization in order that the consumer or customer understands the authorization to which he or she is agreeing.

(e) All debits to consumer accounts must be authorized by the consumer in writing and must be signed or similarly authenticated using a digital signature or other code.

(f) You represent and warrant to us that you have received an authorization from the receiver authorizing you to make prearranged debits from the receiver's bank account, and evidence of that authorization has been given to the receiver along with information regarding the manner in which the authorization can be revoked. Upon request, you must present a copy of the customer's authorization to us within five (5) Business Days of such request. You must retain the signed or authenticated authorization for a period of two (2) calendar years following the termination or revocation of the authorization. You will initiate no Entry after the termination or revocation of a consumer's authorization.

(g) You represent, warrant and agree that you are solely responsible for compliance with, and agree that you are and will continue to be in compliance with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to the Electronic Funds Transfer Act of 1978 and Federal Reserve Regulation E, in particular Sections 205.10(b) and (c), and the rules and regulations of the Federal Trade Commission, all as currently in effect and as amended.

(h) For each electronic Entry processed by us you represent and warrant to us that, at the time an electronic Entry is processed by us and any receiving banks, the authorization has not been terminated with respect to such electronic Entry. You acknowledge and agree that should you initiate certain debit/credit payment types you understand that we reserve the right to implement procedures to obtain a copy of your annual audit or proof that you have conducted the annual audit as required by the ACH Rules. You agree to comply with procedures we establish from time to time, including any limitations that may be imposed on the amount or type of Entries that may be initiated.

(i) The representations, warranties and agreements set forth above in this Section shall remain in effect and accurate for the entire term of this Agreement.

6.7 Correcting Errors, Returned Entries and Reversing Entries

(a) You are responsible for the accuracy of the data you submit to initiate Entries through the ACH Services payment system and you must notify us and submit to us corrected data as soon as possible after you discover an error. If the original data has already been processed and released, you acknowledge and agree that we cannot make or process such corrections.

(b) In the event a receiving bank notifies us of an error in Entries received by it, we will notify you of Correction Entries (COR), which are commonly referred to as Notification of Change (NOC) Entries, received no later than two (2) Business Days after the settlement date of the NOC. You agree to make the changes submitted within six (6) Business Days of the receipt of the NOC information or before the next "live" Entry, whichever is later. If the NOC is incorrect, you agree to generate a Refused NOC and deliver it to us within fifteen (15) calendar days.

(c) Upon receipt by us of any Entry returned from the ACH operator or the receiving bank, we shall attempt to notify you within one (1) Business Day of the receipt of such returned Entry. We shall have no obligation to attempt to re-submit such Entry unless we have not complied with the provisions of this Agreement. You authorize us to charge back returns to your designated account the amount of any return Entry as soon as information is made available to us. You will promptly provide immediately available funds to indemnify us if any debit Entry is returned after we have permitted you to withdraw funds in the amount thereof or if any adjustment memorandum that relates to such Entry is received by us.

(d) You may initiate a reversing Entry or file of Entries for erroneous or duplicate transactions, as permitted by the Rules. In doing so you warrant that you have initiated the Entries or files within five (5) Business Days of the original Entry or Entries and within twenty-four (24) hours of discovery of the error. You also warrant that the account holder of a reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing Entries and files, you shall indemnify us and all parties to the transaction (s) from and against any claim, demand, loss, liability, or expense. In the event you originate a reversal transaction, you agree to include the word "reversal" in the description field of the transaction.

6.8 Reserves

We reserve the right to evaluate your transaction activity from time to time for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. These evaluations will occur periodically and at our discretion. In connection with these evaluations, we reserve the right to require you to establish reserves with us calculated by us to cover your obligations to us arising from ACH activities under this Agreement. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by our periodic evaluations. The amount of reserves required by us, if any, will be communicated directly to you from time to time. You agree to establish reserves as required by us within two (2) Business Days after receipt of a communication from us setting forth the amount of required reserves and the basis of calculation used to determine the amount of reserves. We reserve the right to suspend ACH processing activity for you if you fail to establish the required amount of reserves within the time period specified by us in our communication to you.

7. Positive Pay Service

7.1 As used in this Section 7, the following definitions apply: "Account" means those accounts you maintain with us to which the Positive Pay Service will apply. "Available Funds" means funds on deposit in an Account and available for withdrawal pursuant to Regulation CC and our applicable funds availability schedule and policies. "Item Issue Report" means a record describing checks or other items drawn by you on an Account. "Exception Item" means a Presented Item that does not match an item included in an Item Issue Report. "Exception Item Report" or "Exception Processing tab" means a record describing Exception Items. "Pay Request" means the instructions from you to us ordering us to pay an Exception Item. "Presented Item" means a check or issued check subsequently converted to an ACH debit drawn on an Account and presented to us for payment through the appropriate collection system. "Return Request" means the instructions from you to us ordering us not to pay an Exception Item. "UCC" shall mean the Uniform Commercial Code then in effect in the State of Tennessee.

7.2 As used herein, "Positive Pay Service" shall mean the process by which you are able to monitor Presented Items posting to your Account with us which do not match those issued by you and advise us via Online Banking if such Presented Items should be honored or returned unpaid.

7.3 Compensation and fees for the Positive Pay Service shall be set according to the Schedule of Fees and Funds Availability in effect from time to time and may be charged directly to your Account, or may be assessed via commercial checking analysis, at our discretion.

7.4 Positive Pay Services Process

You acknowledge and agree that the following procedures shall be applicable:

(a) Utilizing the Online Banking Service, you must submit an Item Issue Report to us in order to use the Positive Pay Service. The Item Issue Report may be in the form of a file imported from your payables system or other software maintained by you, or it may be in the form of keying individual issued item details via the Online Banking Service. It must accurately state the required details such as issue date, check number if a check, and the exact amount of each item drawn on each Account since the last Item Issue Report was submitted. You must submit the Item Issue Report to us by 6:30 p.m., Eastern Time, on the Business Day prior to the expected date of presentment of items shown on the Item Issue Report.

(b) We will compare each Presented Item by factors such as check number, payee name (if applicable), amount and account history (to determine if the item appears to have paid previously) against each Item Issue Report received. On each Business Day, we: (i) may pay and charge to the Account each Presented Item that matches an item shown in any Item Issue Report; (ii) will provide you an Exception Item Report via Online Banking that indicates whether we have received any Exception Items; and (iii) will make the Exception Item Report available to you by 9:15 a.m., Eastern Time.

(c) You will examine the Exception Items at the Exception Processing tab and determine whether to authorize payment or request the return of an Exception Item. Where you elect to authorize payment, you will send us a Pay Request. Where you elect to request the return of an Exception Item, you will send us a Return Request. Any Pay Request or Return Request must be sent to us by 10:30 a.m. Eastern Time on the Business Day on which we send an Exception Item Report.

(d) We will pay and charge to the Account any Exception Item that you direct us to pay as provided above. We will return any Exception Item that you instruct us to return as provided above.

(e) Where you fail to send us a Pay Request or Return Request by the deadline specified above, we reserve the right to pay and charge the Exception Item to the Account. No Return Request received by us following the deadlines set forth above will be processed by us.

(f) We are not responsible for detecting your errors contained in any Item Issue Report, Pay Request or Return Request. We are entitled to rely on any Item Issue Report, Pay Request or Return Request provided by you and we are not obligated to make any further investigation regarding the Item Issue Report, Pay Request or Return Request.

(g) To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern the Positive Pay Service we provide to you, except as expressly modified by this Agreement.

(h) It shall constitute wrongful honor by us if we pay an Exception Item listed in a timely Exception Item Report unless (i) you issued a Pay Request, or (ii) you failed to provide a Return Request in the proper medium or format, or by the appropriate deadline. In the event that there is wrongful honor: (1) we shall be liable to you for the lesser of the amount of the wrongfully paid Exception Item or your actual damages resulting from our payment of the Exception Item; (2) we retain the right to assert your failure to exercise reasonable care under UCC Sections 3-406(a) and 4-406(c); and (3) we retain the right to assert the defense that you have sustained no actual damages because our honor of the Exception Item discharged for value an indebtedness you owed.

(i) It will constitute wrongful dishonor by us if we dishonor an Exception Item that we have been ordered to pay pursuant to a Pay Request received by the appropriate deadline. Our liability for wrongful dishonor of an Exception Item will be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4. We will not have, however, any liability to you for wrongful dishonor when we, acting in good faith, return an Exception Item: (i) where you fail to provide a Pay Request to us by the deadline; (ii) that we reasonably believe was not properly payable under UCC Section 4-401; (iii) if there are insufficient funds on deposit in the account; or (iv) if required to do so by any applicable requirements of law, rule or regulation, whether Federal, State or otherwise.

(j) If we honor an Exception Item in accordance with a Pay Request issued by you or our right to pay an Exception Item as set forth above, such honor shall be proper, and you waive any right you may have to assert that the Exception Item was not properly payable under UCC Section 4-401. If we dishonor an Exception Item in accordance with a Return Request issued by you, the dishonor will be proper, and you waive any right you may have to assert that the dishonor was wrongful under UCC Section 4-402.

(k) Our substantial compliance with the terms and conditions of this Agreement applicable to the Positive Pay Service will constitute acting in 'good faith' and 'exercising ordinary care'.

(l) To the extent that you suffer a loss under the Positive Pay Service we provide to you, we will assign to you any claim that we would have against a depository or collecting bank to recover the loss, including any claim of breach of

warranty under UCC Sections 4-207, 4-208, and 4-209.

(m) Notwithstanding the cancellation or termination of this Agreement and/or the Positive Pay Service, the terms and conditions of this Agreement will remain in full force and effect as to all Presented Items that have been presented to us prior to the date of such cancellation or termination.

(n) All reports and other communications to be transmitted with or through the Positive Pay Service will need to be in a medium and format established by us from time to time. We will not be obligated to act upon any report or other communication received in a format or medium, after a deadline, or at a place not permitted or approved by us, but may instead treat such as though it had not been received.

(o) This Agreement does not cover an item if we have cashed it or are committed to honor or pay the item under applicable laws, regulations or rules governing the payment of such items.

(p) Access to the Positive Pay Service is to be allowed by you only to your employees and agents authorized to use it, and we shall be entitled to rely upon any communication believed by us in good faith to be genuine and authorized by you. We shall not be liable or responsible for any damages, claims or liabilities related to or arising out of access to the Positive Pay Service by unauthorized representatives of you or any other party, or related to or arising out of any communication from your representatives or any other third party, not authorized to initiate such communication. You agree that Schedule A, as supplemented or amended from time to time, shall constitute the list of your representatives who are authorized to utilize Positive Pay Service.

8. ACH Positive Pay Service

8.1 ACH Positive Pay service ("ACH Positive Pay Service") is a service offered to help monitor ACH (or EFT) entries, ACH debit, ATM or Debit Card debit entries ("ACH") that are presented for posting to your account(s). With the ACH Positive Pay Service, you provide information to us regarding ACH entries that should be allowed to post to your account(s). Such information may include, without limitation, the originating company, standard entry class, transaction type (debit/credit) and maximum dollar amount. In all cases, you must provide us with all information required by us in order to permit us to deliver the positive pay services for ACH entries. Items for which you have not provided the information will reject and you will advise us to pay or return the items (as with the Positive Pay Service described in Section 7 above). Providing us with insufficient information may enable items to post that should not or may cause items to reject when they should post.

8.2 This ACH Positive Pay Service is offered in conjunction with the Positive Pay Service or as a stand-alone service. All of the Positive Pay Service terms and conditions identified and described in Section 7 above are applicable with respect to the ACH Positive Pay Service, with the exception of the Item Issue Report process, which shall not apply to the ACH Positive Pay Service.

9. Balance Inquiries and Transfers Limitations

9.1 You may use the System to check the balance of your accounts and to transfer funds among the accounts you maintain with us. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market Deposit Account or Money Market Sweep Account during a given monthly statement period. Transfers initiated via Online Banking are considered among the six (6) maximum transfers from your Money Market Deposit Account during a given monthly statement period.

9.2 Notwithstanding our efforts to provide complete, accurate, and timely account information through the Services, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact your local Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division) office. You acknowledge and agree that there may be situations that cause a delay in an update of your balances. We will use the most current collected balance available at the time of a transaction on which to base our approval.

10. Fees for the Online Banking Service

Fees for the Services may consist of fixed fees assessed monthly and per transaction fees assessed each time certain

Services are used, such as initiating a stop payment request, an online wire transfer or an ACH Entry. These fees will be assessed by us in accordance with our Schedule of Fees and Funds Availability, and are subject to change, as described below. You agree to pay and authorize us to charge your accounts maintained with us for the fees assessed in accordance with the Schedule of Fees and Funds Availability.

11. Limitations on our Liability; Disclaimers

11.1 With regard to the Services provided by us under this Agreement, including but not limited to Online Wire Requests, ACH debit/credit Entries, Positive Pay Service instructions or any other instructions we receive from you, we will only be liable for direct damages proximately caused by our actions. Furthermore, in no event will we be liable for indirect, special, consequential, exemplary or punitive damages, irrespective of the foreseeability of such damages, and even if we are advised of the possibility of such damages. In no event will we be liable for damages in an amount exceeding the lesser of: (i) the monetary injury proximately caused by our act or omission in breach of our obligations under the Agreement; or (ii) the amount of the Entry lost, misrouted, delayed or otherwise affected by our act or omission in breach of our obligations under the Agreement. Except as provided in the preceding sentence, we shall not be liable to you or any other party for any claims, losses, or damages except in instances of, and then only to the extent of, our intentional misconduct or gross negligence by an authorized employee or agent of us.

11.2 Except as expressly provided otherwise in this Agreement, we hereby disclaim any and all warranties, express or implied, with respect to this Agreement and the Services to be provided hereunder, including, but not limited to, any implied warranty of merchantability or fitness for any particular purpose.

12. Requirement of Indemnification

You agree to indemnify and hold us and our directors, officers, employees and agents harmless from any claims, actions, demands, liabilities, and expenses (including without limitation reasonable attorney's fees) resulting directly or indirectly from (i) our execution of a request for cancellation or amendment of a wiring instruction or ACH Entry or (ii) any breach of this Agreement by you, including but not limited to: (a) any breach of any of your representations, covenants, or warranties; (b) any claim made by any third party which is due to or arises out of your use of our Services; (c) any unauthorized use of the User ID or Password; or (d) any breach by you of the ACH Rules. Your obligation to indemnify and hold us and our directors, officers, employees and agents harmless extends to any damages, judgments, awards, settlements, losses, liabilities, expenses, fines and costs, including reasonable attorney's fees, which stem from a breach of your representation, warranty or agreement or any claims made by any third party which is due to or arises out of your use of our Services, and such indemnity obligation shall survive the termination of this Agreement.

13. Errors and Questions; Notices

You must notify us immediately if you discover or believe an unauthorized transaction or error occurred on your accounts. We must receive notice, written or verbal, no later than 3:00 pm Eastern Time on the Business Day after the posting date of an item with a written affidavit in a form satisfactory to us, if required. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered by hand, by electronic transmission with confirmation of receipt, by United States registered or certified mail, postage prepaid, or by nationally recognized overnight carrier to the following addresses:

If to Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division):

By telephone or writing:
Bank of Tennessee
10431 Wallace Alley Street
Kingsport, TN 37663

By email: customercare@bankoftennessee.com

If to Customer:

As specified in the Customer Contact Information section of the Signature Page of this Agreement.

14. Privacy Statement

14.1 Our customer privacy statement can be obtained by accessing our website at www.bankoftennessee.com

14.2 We will use reasonable efforts to protect against the unauthorized use of your information. If we receive non-public personal information regarding your clients, we will adhere to all applicable requirements of applicable privacy regulations. We will disclose to you all breaches in security resulting in unauthorized intrusions into your or our agents' operations that may materially affect you or your clients, and the corrective action that we propose to respond to the intrusion. We will treat all corporate records and documents provided by you as confidential information and will not, without your prior written approval, utilize or otherwise disclose such records or documents or the information contained therein except as necessary or consistent with providing the Services.

14.3 We will use appropriate security measures to protect and safeguard all information provided by you regarding your clients, consumers, and accountholders, including 'non-public personal information' regarding 'consumers' as those terms are defined in the Gramm-Leach-Bliley Act ('GLB Act'). We will not disclose any such information to any third party without your prior written consent unless such disclosure is required by applicable law or regulation or by subpoena or court order, or if such disclosure is required to provide the Services including, but not limited to, disclosures to certain third parties bound by previously executed confidentiality agreements, or disclosure to any clearing house, regulatory agency, or Federal Reserve Bank. If we receive any subpoena or court order requiring us to disclose any such information provided by you, we will use our best reasonable efforts to notify you of such subpoena or court order in advance of making any disclosure and will reasonably cooperate with you in any efforts you might reasonably undertake to challenge such subpoena or court order. You will reimburse us for any legal expense or other out-of-pocket expense we may incur in responding to or investigating any such subpoena or court order. We agree not to disclose or use any 'non-public personal information' except in compliance with the GLB Act and we will maintain the confidentiality of such information in accordance with the GLB Act.

15. Recording and Records

You authorize us, at our discretion, to record electronically all telephone calls or other data transmissions (including without limitation e-mails) between us and any person acting on your behalf, and to keep those recordings as long as we consider necessary. You assume the duty of obtaining the required consents from your Users and other representatives for these recordings. If our records about a particular request, Online Request, Entry, or other request to transfer funds made by you are different than your records, our records will govern. Our records include all written records and any tape recordings maintained by us about transactions involving your accounts.

16. Contingency Plan

You and we each agree to maintain a business continuity plan ('Business Continuity Plan') for each Service that describes how each party will recover from a Disaster. A 'Disaster' shall mean any unplanned impairment or interruption of those systems, resources or processes that enable standard performance of the applicable Service's functionality. Each Business Continuity Plan shall include a plan for the recovery of critical technology systems (a 'Disaster Recovery Plan'), as well as procedures for restoring business operations at the primary location or at a designated recovery site, if necessary. We agree to work with you to establish a plan for alternative communications in the event of a Disaster.

17. Customer System Security

17.1 Use of the Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, including without limitation, maintaining current software upgrades and applying critical security patches. You shall be responsible for internal and external intrusion testing of your network system, as well as systemic or operational risk contingency planning with regard to your network system. You are also responsible for maintenance and connectivity of telecommunication with your ISP (internet service provider). Additionally, up-to-date anti-virus, anti-spyware, and anti-malware programs and firewalls shall be maintained on all of your systems.

17.2 You shall maintain accounting, network security, and computer security audit policies and procedures. You shall monitor your accounts maintained with us on a daily basis and immediately notify us of any suspicious activity, including without limitation unexpected Password resets, unknown transactions, suspected user credential compromises, suspected embezzlement or any other circumstances that might compromise your computer, network, or account security.

17.3 The risk of error, failure, or non-performance of your computers and software is solely your risk and includes the risk that you do not operate the computer or software properly. We make no warranty to you regarding the compatibility or performance of your computers or software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software nor are we responsible for any electronic virus or viruses that you may encounter. We are not responsible for any computer virus related problems that may be associated with the use of the Services. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computers or software. You agree to routinely scan your computers and network systems using the required anti-virus, anti-spyware and anti-malware programs required to be maintained by you above, to detect and remove any viruses. You acknowledge that undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware.

18. Termination

18.1 You may terminate your ability to continue use of the Online Banking Service by notifying us in a manner permitted pursuant to Section 13. Such termination affects your ability to continue using the Services only and does not terminate your accounts at Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division).

18.2 We reserve the right, in our sole discretion and with or without cause, to terminate your use of the Services in whole or in part at any time without prior notice. Should the termination be due to insufficient funds, the Services may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Services, you must contact your local Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division) office.

19. No Partnership or Joint Venture

Neither we nor you shall, by virtue of this Agreement, be deemed to be the partner or joint venturer of the other, nor shall we be deemed to be your agent or employee. We shall not, by entering into and performing this Agreement, incur any liability for any of your existing obligations, liabilities or debts, and we shall not, by acting under this Agreement, assume or become liable for any of your future obligations, debts or liabilities. You shall not represent or indicate to any person or entity that we are your partner or agent or that you are our partner or agent.

20. No Waiver

Each of the respective rights and obligations of the parties hereto shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein. No waivers, whether express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other party shall be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement or duty.

21. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. By executing and accepting this Agreement, you agree that the Chancery Court for Washington County, Tennessee and the United States District Court for the Eastern District of Tennessee, Northeastern Division, shall each have personal jurisdiction over you and your Affiliates to hear and determine any litigated claims arising under this Agreement except as otherwise handled pursuant to Paragraph 25.

22. Assignment

This Agreement may not be assigned to any other party by you. We may assign or delegate any of our rights and obligations under this Agreement, in part or whole, to any third party.

23. Amendments

Terms and conditions of this Agreement (including our Schedule of Fees and Funds Availability) may be amended or modified in whole or part at any time with ten (10) days written or electronic notification to you prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access to the

Services. Amendments or changes to terms or conditions may be made without prior notice if it does not increase liability, fees, charges, or limitations to you. If you maintain or use any of the Services after the effective date of any change, amendment, or modification, you will have thereby agreed to the change, amendment, or modification. You may not amend this Agreement in any particular without our prior written consent in each instance, which may be granted or withheld for any reason or no reason in our sole discretion.

24. Attorneys Fees and Expenses

In the event of any legal action to enforce the rights of a party under this Agreement, the prevailing party shall be entitled in addition to such other relief as may be granted, to its reasonable costs and expenses, including reasonable attorney's fees.

25. Dispute Resolution

25.1 WE AND YOU EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY YOU OR US, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH PARTY TO THIS AGREEMENT.

25.2 If the jury waiver set forth above is not enforceable, then any dispute, controversy, claim, action or similar proceeding arising out of or relating to this Agreement or any of the transactions contemplated therein shall be settled by final and binding arbitration held in Tennessee in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply Tennessee law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to the Chancery Court for Washington County, Tennessee or the United States District Court for the Eastern District of Tennessee, Northeastern Division, for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph. The costs and expenses of the arbitration, including without limitation, the arbitrator's fees and expert witness fees, and reasonable attorney's fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such costs and expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

26. Cooperation and Loss Recovery Efforts

In the event of any damages for which we or you may be liable to the other or to a third party pursuant to the Services provided under this Agreement, we and you 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 elects to pursue against a third party.

27. Severability of Provisions

The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions. If any provision is invalid or unenforceable, (1) a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (2) the remainder of the provisions set forth in this Agreement and the application of those provisions to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability of such provision, or the application thereof, in any other jurisdiction.

28. Entire Agreement

This Agreement supplements any other Agreements or disclosures related to your account(s), including the Deposit Account Terms and Conditions for Bank of Tennessee (including its Carter County Bank Division and its Mountain Community

Bank Division). You should review those Agreements for any fees, limitations, or restrictions that they contain, which may impact your use of an account with us. If there is a conflict between this Agreement and any others, or any statements made by any of our employees or agents, this Agreement shall control with respect to the Services.

29. 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. At our sole discretion, this Agreement, including all Schedules, and any amendments thereto, may be executed in multiple counterparts (with signature to each such counterpart being deemed signature to all such counterparts), and counterpart copies of this Agreement bearing the signature of one or more parties to this Agreement which are transmitted to and received by another party by being electronically scanned, electronically mailed and or sent by facsimile are deemed equivalent to, and shall have the same effect as, counterpart copies bearing original manual signatures. This Agreement is not binding upon us unless and until it is signed by us and you below (or in counterpart). We reserve the right to require that you return an original signed copy of this Agreement to us prior to making available to you any services described in this Agreement.

30. Multiple Entities and Affiliates

If you have affiliates, *i.e.*, related entities having common principals, parent companies, or subsidiaries, or multiple accounts in your name or the name of the affiliate (severally and collectively, "Affiliate") and wish to allow one or more Affiliates to perform Online Banking transactions, such Affiliate shall execute the Multiple Entity Addendum attached hereto as Schedule B, as the same may be amended and replaced from time to time by the Bank in its sole discretion. Upon its full execution by Affiliate and us, Schedule B will be deemed automatically incorporated by reference into this Agreement. An Affiliate may be added or removed as a party to this Agreement as provided in a particular Schedule B executed by us and the appropriate Affiliate entities, and without the necessity of any further action on the part of either party to this Agreement or an Affiliate. You understand and agree that any representative authorized to transfer funds or initiate Online Banking transactions on behalf of Affiliate may have access to initiate the same or similar transactions for your accounts. Accordingly, you agree that any transaction involving your account(s) executed by an authorized representative of Affiliate is binding on you, even if not specifically authorized or approved by you, and you will assume responsibility for any such transaction performed by such Affiliate. With respect to ACH transactions, Affiliate ACH transactions will be treated as if they were initiated for you and credited against your daily limit of ACH transactions, and also that ACH transactions originated by or for Affiliate will carry your identity within the ACH Network.

[Signature page follows]

Signature Page

Customer Contact Information

Address

Attn: (if different from below): _____

Effective Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed on their behalf by their respective duly authorized representatives on the dates set for underneath their signatures below (the later of which dates, for purposes of this Agreement, shall be deemed the 'Effective Date').

Customer: _____

X _____

Signature

Print Name

Title

Date

**Bank of Tennessee (including its Carter
County Bank Division and its Mountain
Community Bank Division)**

X _____

Signature

Print Name

Title

Date



CARTER COUNTY BANK AND MOUNTAIN COMMUNITY BANK ARE DIVISIONS OF BANK OF TENNESSEE MEMBER FDIC

Schedule A

Online Banking Access Controls: As part of your responsibilities under the Commercial Online Banking Agreement between you and the Bank, you shall designate at least one Administrative User to manage any additional Online Banking users. You hereby certify and warrant that the Administrative User(s) has been properly authorized and empowered to add additional users for your Services or any part of the Services (including the authority to manage other users) and that we may rely without inquiry or liability upon the instructions of the Administrative User(s). You warrant and represent to us that those users added to your Services by the Administrative User(s) have your full authority to be added as a user for the Services. You agree that the Administrative User(s) shall promptly delete a user of the Services, if that user ceases to be authorized as a user. You agree to advise us and request a revised Schedule A in the event you deem the Administrative User(s) unauthorized to continue in that role.

1. The Administrative User(s) shall establish separate User IDs and Passwords for each Online Banking user and establish limits on each such user's authority to access information and conduct transactions. You are responsible for any System transactions affected with User IDs and/or Passwords associated with you and/or your users. If any of your users gives an unauthorized person his/her User ID and Password, you are responsible for all transactions the person performs using your Services. All transactions that person performs or any transaction performed by anyone acting with fraudulent intent, even those transactions you did not intend or want performed, are authorized transactions. You assume sole responsibility for any unauthorized use of the User ID or Password.

2. You understand that we may only work with the Administrative User(s) designated on this Schedule A for support of the Online Banking Services.

3. In our sole discretion, we may refuse to execute any wire request, Entry, transfer of funds, stop payment request, or other request (any of which, an "Online Transaction") in the event (i) we have a good faith belief that the Online Transaction is not authentic, (ii) the Online Transaction is incomplete, (iii) the Online Transaction and/or identity of the purported Administrative User(s) or other user cannot be verified in the sole and absolute discretion of Bank, (iv) there are insufficient collected funds in the Account to cover the Online Transaction, or (v) any other condition or requirement for the execution of the Online Transaction, as set forth in any deposit account or funds transfer agreement (including, without limitation, the Agreement to which this instrument is Schedule A) between you and the Bank, as amended, is unsatisfied. Within the context of the Online Banking Services, you acknowledge and agree that we may implement security measures for your benefit and protection designed to mitigate and prevent unauthorized and or fraudulent activity within your accounts, but which could result in delays (each, a "Security Delay") in processing Online Transaction and other requests that you transmit to us via Online Banking. You acknowledge and agree that we have not made any estimates or commitments to you regarding the potential length or duration of a Security Delay, and that in the event a Security Delay results in our detection of fraudulent activity within your accounts, we reserve the right to stop the processing of the Online Transaction or other request at issue. We will use our commercially reasonable efforts to notify you in the event of a Security Delay, however, you acknowledge and agree that we will not be liable to you or any third party for any Security Delay.

4. Administrative Dual Control is not currently available. Any one aforementioned Administrative User may create/delete/modify any other user for you without an approval from another Administrative User.

5. You shall furnish to us the original copy of this Schedule A to the Agreement and we are hereby authorized to deal with the named Administrative User(s) under the authority of this Schedule A unless and until it shall be expressly notified in writing to the contrary by you. You shall, from time to time hereafter, as personnel changes are made with regard to the Administrative User(s) named in this Schedule A, immediately describe and certify such changes to us in writing.

6. **Keeping Administrative User Documentation Current:** You are responsible for keeping the Administrative User(s) information current with us. This information is provided to us upon initial set up of the Online Banking Service. When the responsibilities of an Administrative User changes, and such change impacts the Administrative User's use of the Online Banking System, you shall contact us for an updated document. The execution of a new Schedule A by you and us shall be deemed to amend, supersede and replace in full any and all prior Schedule A(s) executed by you and us, and without the necessity of any further action on the part of either party to this Agreement.

7. You acknowledge that (i) we reserve the right to change our Security Procedures from time to time and (ii) your continued use of our Online Banking Service following notice of such change shall constitute your acceptance of any new Security Procedures as commercially reasonable.

8. You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Online Transactions. You agree to: (1) take reasonable steps to safeguard the confidentiality of all Passwords; (2) limit access to Passwords to persons who have a need to know such information (3) closely and regularly monitor the activities of employees who access the Online Banking Services; and (4) prohibit your employees and agents from initiating Online Transactions without proper supervision and adequate controls. You warrant that no individual will be allowed to initiate Online Transactions in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by us in connection with the Security Procedures described. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify us immediately followed by written confirmation. The occurrence of unauthorized access will not affect any Online Transactions made in good faith by us (i) prior to receipt of such notification or (ii) within a reasonable time period after such notice, and we shall have no liability for the same.

9. You understand that Passwords and Online Banking Services instructions are confidential and you agree to assume all responsibility and risk of accidental disclosure, inadvertent use, or intentional use by any party whatsoever, whether such disclosure or use is on account of your negligence or is a deliberate act. You acknowledge that no person from the Bank will ever ask for any Passwords and that Bank employees do not need and should not ask for Passwords.

10. You shall change your User Passwords periodically and whenever anyone who has had access to a Password is no longer employed or authorized by you to use Online Banking. We may require you to change Passwords at any time. We may deny access to Online Banking Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access Online Banking or if we believe such action is necessary for security reasons.

Please refer to Sections 3 and 17 in the Agreement for additional security-related items to which you and we are subject.

The Administrative User authorities table and signatures follow on the next page

You hereby certify the following individual(s) as Administrative User(s):

Administrative User 1:	Name:	Email:	Phone: (M) (W)
Administrative User 2 (if desired):	Name:	Email:	Phone: (M) (W)

Authorities: Administrative User has rights to draft and approve and cancel transactions and can assign rights to other users.
Dual Control: If checked, Administrative User has rights to Authorities above BUT any transaction drafted in an amount greater than the limit indicated will require approval by another user.

Transaction Type	Company-Wide Authorities	Company Maximum Per Day Limit	Company Dual Control
ACH Collections (ACH debits)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
ACH Payments (ACH credits)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
ACH Single Payment (credit)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
ACH Single Receipt (debit)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
ACH PassThru (File Import)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
Funds Transfer (Internal transfers and Loan Payments)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
International Wire	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
Payroll (ACH credits)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
Wire Transfer (domestic)	<input type="checkbox"/>	\$_____	<input type="checkbox"/> Dual Control Required for transactions over \$
Positive Pay	<input type="checkbox"/>		
Bill Pay	<input type="checkbox"/>		

Customer: _____

X _____

Signature

Print Name

Title

Date

Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division)

X _____

Signature

Print Name

Title

Date



CARTER COUNTY BANK AND MOUNTAIN COMMUNITY BANK ARE DIVISIONS OF BANK OF TENNESSEE MEMBER FDIC

SCHEDULE B

COMMERCIAL ONLINE BANKING AGREEMENT MULTIPLE ENTITY ADDENDUM

Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division) ('Bank') and the undersigned multiple entities (severally and collectively, 'Affiliate'), in consideration of Bank's making available and providing to Affiliates the Online Banking Services (as defined within the Agreement) hereby join as parties to, and agree to be bound by the terms and conditions of, the Commercial Online Banking Agreement entered into between Bank and _____ ('Customer') (the 'Agreement') including all Schedules attached thereto and including this Multiple Entity Addendum (the 'Multiple Entity Addendum'). From the date hereof, the undersigned Affiliate shall each be considered a 'Customer' for purposes of the Agreement, and shall be subject to all of the duties and obligations, and entitled to all of the rights and benefits, of a 'Customer' as provided therein.

Affiliate acknowledges and agrees that the Administrative User(s) designated on Schedule A to the Agreement, and such other users as are authorized to use Online Banking by the Administrative User(s) in accordance with the Agreement, are authorized to initiate transactions and otherwise transfer funds to and from all Customer and Affiliate accounts designated on such Schedule A or, if no accounts are designated, then all accounts maintained with Bank in any of the Customer's or Affiliate's names.

Affiliate understands and agrees that any representative authorized to transfer funds or initiate banking transactions through Online Banking for Customer may have access to Online Banking to initiate similar transactions for the Affiliate's accounts. Affiliate agrees that any transaction executed by an authorized representative of Customer or of Affiliate, whether an Administrative User or other user authorized to use Online Banking by the Administrative User in accordance with the Agreement, is binding on both Customer and Affiliate with respect to the account(s) and transaction(s) involved, even if not specifically authorized or approved by Customer or Affiliate.

Bank of Tennessee (including its Carter County Bank Division and its Mountain Community Bank Division)

☐ IF THIS BOX IS CHECKED, THIS SCHEDULE B REPLACES ALL PREVIOUS SCHEDULES B

By: _____

Print Name: _____

Title: _____

Date Accepted: _____

Add Affiliate ☐ Delete Affiliate ☐

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: _____

Add Affiliate ☐ Delete Affiliate ☐

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: _____

Add Affiliate ☐ Delete Affiliate ☐

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: _____