



Bank Use Only: CIF _____

Remote Deposit Agreement

This Agreement, dated as of _____, 20__ is between _____ (hereafter "Business/Consumer") and First National Bank of the Gulf Coast (hereafter "First National Bank of the Gulf Coast").

1. Remote Image Presentment Services

First National Bank of the Gulf Coast will assist in processing images of checks the Business/Consumer wishes to present for collection. This procedure will be followed:

- a. **Hardware and Software.** Business/Consumer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Remote Deposit Service and that fulfills Business/Consumer's obligation to obtain and maintain secure access to the Internet. Business/Consumer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Business/Consumer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit Service (see Attachment "B" for Computer Requirements) Business/Consumer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Remote Deposit Service and the cost thereof, and Business/Consumer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are the Business/Consumer, employees of Business, or a third-party service provider. Bank is not responsible for, and Business/Consumer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank hereby advises Business/Consumer, and Business/Consumer hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Remote Deposit Service, Business/Consumer shall only use the hardware described in Attachment "A" attached hereto and made a part hereof (as the same may be amended or supplement, the "Hardware List") or such other hardware as is approved in advance by Bank and shall only use such software as is approved in advance by Bank.

- b. The Business/Consumer will image checks through a qualified scanner. These captured items will be transmitted to First National Bank of the Gulf Coast for further processing.
- c. Unless Business/Consumer owns their own certified scanner and/or mobile device:
 - i. Business agrees to purchase a certified scanner from First National Bank of the Gulf Coast (collectively referred to as the "Scanner"). First National Bank of the Gulf Coast is providing the scanner(s) to the Business in its present "as is" condition. The Business agrees to install upgrades to each Scanner within 30 days of availability from First National Bank of the Gulf Coast. FIRST NATIONAL BANK OF THE GULF COAST DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE BUSINESS AGREES TO LOOK SOLELY TO THE MANUFACTURER OR SELLER OF THE SCANNER(S) FOR MAINTENANCE, CLAIMS, COMPLAINTS, ASSISTANCE AND/OR QUESTIONS ABOUT THE SCANNER(S).
 - ii. Consumer agrees to use a certified scanner and/or mobile device independently owned.
- d. First National Bank of the Gulf Coast will route the data and check images to its image replacement documents. These will be transmitted on a daily basis (using banking days set forth by First National Bank of the Gulf Coast) for settlement.
- e. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Business/Consumer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.
- f. The Business/Consumer will accept full responsibility for presentment of the same item multiple times. The Business/Consumer will be responsible for the safekeeping and destruction of checks captured and transmitted to the Bank.

2. Image Replacement Document Printing Services

- a. First National Bank of the Gulf Coast has the authority to designate another service to print substitute checks or other image replacement documents for the Business/Consumer, if and as it determines are needed. References to "First National Bank of the Gulf Coast" in this Agreement will be deemed to refer to any support service that First National Bank of the Gulf Coast uses. If another service is used, the following will apply with respect thereto:
 - b. Prior to file creation, the Business/Consumer is responsible for ensuring creation that all check images are of sufficient quality for the creation of substitute checks. The Business/Consumer must use reasonable care to check image quality.
 - c. Files must be received by First National Bank of the Gulf Coast no later than 7:00 PM EST on any banking day for the Business/Consumer to receive credit. Any deposit received after the 7:00 PM EST cut-off will receive credit on the next business day. Upon acceptance of the File, Bank

shall grant Business's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to Business/Consumer's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's availability disclosure.

- d. Business/Consumer agrees that it will only scan and deposit a check(s) drawn on United States Financial Institutions. All items are to be properly endorsed on the back of each check. Foreign Checks, including Canadian items, along with poor image quality checks must be deposited traditionally at a branch office and not submitted through the Remote Capture product. Business agrees that the image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Business/Consumer further agrees that it will not remotely deposit any check or other item that: (a) are payable to any person or entity other than Business/Consumer, (b) are prohibited by Bank's then current procedures pertaining to the Remote Deposit Service (the "Procedures") or are in violation of any law, rule or regulation, (c) Business/Consumer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (f) is a Remotely Created Check, or (g) which are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks").
- e. The Business/Consumer will scan each check only one time. Business/Consumer will accept full responsibility of any scanned items deposited multiple times or depositing an item in more than one depositing channel.
- f. Chargeback of Returned Checks. If Images of Checks deposited by Business/Consumer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Business/Consumer understands and agrees that, since Business/Consumer either maintains the original Check or has destroyed the original Check in accordance with Section 5 of this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to Business/Consumer's Account. Business/Consumer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Business/Consumer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Business/Consumer.

3. Image and MICR Quality. Each File transmitted by Business/Consumer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Business/Consumer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- a. the amount of the Check;
- b. the payee of the Check;
- c. the signature of the drawer of the Check;
- d. the date of the Check;
- e. the Check number;
- f. the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- g. all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Business/Consumer shall also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the Procedures, Business/Consumer shall ensure that the following information is captured from the MICR line of each Check:

- a. the American Bankers Association routing transit number (“RTN”);
- b. the number of the account on which the Check is drawn;
- c. when encoded, the amount of the Check; and
- d. when encoded, the serial number and the process control field of the Check.

4. Operating Procedures

- a. First National Bank of the Gulf Coast will provide all services hereunder in accordance with First National Bank of the Gulf Coast’s Remote Deposit Customer Operating Procedures. First National Bank of the Gulf Coast may periodically update and modify the Remote Deposit Customer Operating Procedures. The Business/Consumer will be informed of the portions of First National Bank of the Gulf Coast’s operating procedures that apply to the services being provided to Business/Consumer so the Business/Consumer can fulfill its responsibilities and thereby enable First National Bank of the Gulf Coast to provide the services in an efficient and cost effective manner. First National Bank of the Gulf Coast may from time to time update or modify its operating procedures and/or change its equipment or software and/or the location of its processing center. First National Bank of the Gulf Coast will endeavor to provide advance notice of any such updates, modifications or changes that could impact the Business/Consumer.
- b. The Business will designate individual to be its primary administrator. The Business warrants that the person identified has been authorized by the Business to designate all persons at the Business with authority to upload files or have access to First National Bank of the Gulf Coast’s software. In addition said individual shall have responsibility for managing the Business performance of its responsibilities under this Agreement. The Business acknowledges that First National Bank of the Gulf Coast will rely on the designations made by the person identified.

Business acknowledges that they received a copy of the Remote Deposit Customer Operating Procedures at the time of signing this agreement.

- c. The Business shall be responsible for training its employees to operate the Scanner, to image the deposit items and to upload the files on First National Bank of the Gulf Coast's software. The Business is responsible for establishing its own security procedures for uploading files to First National Bank of the Gulf Coast and insuring that only individuals authorized by the Business may upload the files or have access to First National Bank of the Gulf Coast's software.
- d. The Business/Consumer agrees that it will not attempt to copy, reproduce, modify or alter in any way First National Bank of the Gulf Coast's software or to attempt to disassemble, decompile or reverse engineer First National Bank of the Gulf Coast's software to determine the Source Code.
- e. To ensure accuracy, Business/Consumer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. Business/Consumer may send Files to First National Bank of the Gulf Coast throughout the day. The total dollar value of the Files sent by Business/Consumer to First National Bank of the Gulf Coast on any day shall not exceed the dollar amount specified in Attachment D (the "**Deposit Limit**") which may change from time to time. If the total dollar value of the Files sent by Business/Consumer to First National Bank of the Gulf Coast on any day exceeds the Deposit Limit, First National Bank of the Gulf Coast may, at its option, refuse to accept the File that exceeds the Deposit Limit, or First National Bank of the Gulf Coast may accept and process the File. To be eligible for processing on the day transmitted, Files must be received by First National Bank of the Gulf Coast no later than the cut-off time and not over the daily deposit limit specified in Attachment D (the "**Cut-Off Time**"). A File is considered received by First National Bank of the Gulf Coast when a complete copy of such File has been written on a First National Bank of the Gulf Coast electronic storage device in conformity with First National Bank of the Gulf Coast's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by First National Bank of the Gulf Coast prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, First National Bank of the Gulf Coast's records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the File is actually received by First National Bank of the Gulf Coast. First National Bank of the Gulf Coast reserves the right to change the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Business/Consumer's receipt of notice thereof. Business/Consumer may contact First National Bank of the Gulf Coast at any time to verify daily Deposit Limit and the Cut-Off Time.

5. Lost, Destroyed or Damaged Image Files.

- a. First National Bank of the Gulf Coast has no responsibility for images or image files that are lost, destroyed or damaged during transmission, i.e., prior to receipt and validation by First National Bank of the Gulf Coast at its processing center.
- b. If an image or image file is lost, destroyed or damaged after receipt and validation by First National Bank of the Gulf Coast at its processing center, First National Bank of the Gulf Coast shall assist the Business/Consumer in reconstructing the items from the best information

available. In such event, to the extent that the loss, destruction or damage was caused by First National Bank of the Gulf Coast, First National Bank of the Gulf Coast shall waive its charge for the assistance provided by First National Bank of the Gulf Coast in reconstructing the items involved. The Business/Consumer shall in any event, at its expense, cooperate as required by First National Bank of the Gulf Coast, including without limitation requesting supporting information and data from its customer(s). In no event shall First National Bank of the Gulf Coast be liable for the face value of any item.

6. Retention and Destruction of Items.

- a. The Business/Consumer will retain any original check that has been deposited through remote deposit for a minimum of 15 day retention from the date processed. After this retention period, Business/Consumer will destroy and dispose of original checks with a paper shredder on-site or hire a third-party service for the secure destruction of checks.
- b. The Business must establish Security Procedures to safeguard original checks during retention period to prevent the risk of threat; reproduction; unauthorized use; or the possibility of any fraudulent activity.
- c. Business agrees to stamp the fronts of all checks processed with the self inking "Electronically Presented" stamp that bank have provided.

7. Warranties and Covenants;

The Business/Consumer hereby represents warrants and covenants to First National Bank of the Gulf Coast the following:

- a. Only acceptable items will be deposited and the Business/Consumer certifies that no items have been altered;
- b. Original items being imaged are made payable to the Business/Consumer;
- c. Images are all properly endorsed on the back;
- d. No duplicate items will be submitted for processing;
- e. The original check will not be deposited after it has been imaged for deposit;
- f. Files submitted to First National Bank of the Gulf Coast do not contain viruses;
- g. The Business/Consumer agree to indemnify and hold harmless First National Bank of the Gulf Coast for any loss, cost, expense, action or cause of action arising from or related to the Services described in this Agreement, whether such loss, cost, expense, action or causes of action is asserted by any customer of Business/Consumer or any other third party.

8. Limit of Liability.

- a. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) BUSINESS/CONSUMER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY BUSINESS/CONSUMER TO BANK FOR THE REMOTE DEPOSIT SERVICE FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL BANK OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR

RELATED TO, THE USE BY BUSINESS/CONSUMER OF THE REMOTE DEPOSIT SERVICE OR ANY SERVICE OR THE FAILURE OF BANK OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

- b. BUSINESS/CONSUMER ACKNOWLEDGES AND AGREES THAT BUSINESS/CONSUMER'S USE OF THE REMOTE DEPOSIT SERVICE SHALL BE AT BUSINESS/CONSUMER'S SOLE RISK, AND THAT THE REMOTE DEPOSIT SERVICE IS PROVIDED BY BANK ON AN "AS IS" BASIS.
- c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO BUSINESS/CONSUMER OR TO ANY OTHER PERSON, AS TO THE REMOTE DEPOSIT SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND BANK HEREBY DISCLAIMS ANY AND ALL OF THE SAME. BUSINESS/CONSUMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE REMOTE DEPOSIT SERVICE TO BE PERFORMED PURSUANT HERETO.
- d. TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO BUSINESS/CONSUMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.
- e. BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO BUSINESS/CONSUMER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE REMOTE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, BUSINESS/CONSUMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, BUSINESS/CONSUMER'S SOFTWARE, OR BUSINESS/CONSUMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT BUSINESS/CONSUMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- f. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, BUSINESS/CONSUMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR

LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO BUSINESS/CONSUMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM BUSINESS/CONSUMER TO BANK, FROM BANK TO BUSINESS/CONSUMER, FROM BUSINESS/CONSUMER TO ANY PROCESSOR, FROM ANY PROCESSOR TO BANK, OR OTHERWISE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING BUSINESS/CONSUMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF BUSINESS/CONSUMER'S COMPUTER HARDWARE OR SOFTWARE. BANK IS NOT RESPONSIBLE FOR, AND BUSINESS/CONSUMER HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL OR THE INTERNET.

9. Amendments.

Bank may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to Business/Consumer. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Business/Consumer's continued use of the Remote Deposit Service shall constitute Business/Consumer's agreement to such amendments. No amendments requested by Business/Consumer shall be effective unless received, and agreed to in writing, by Bank.

10. Confirmation: Account Reconciliation.

Bank will provide notice of receipt of deposits to Business/Consumer's Account on the periodic statement for such Account. Business/Consumer is responsible for detecting and reporting to Bank any discrepancy between Business/Consumer's records and the records Bank provides to Business/Consumer. If Business/Consumer does not detect and notify Bank of such a discrepancy within 30 days of Business/Consumer's receipt of any terminal printout, mailed report or periodic statement (each a "**Report**"), whichever is received first, then such transactions shall be considered correct, and Business/Consumer shall be precluded from asserting such error or discrepancy against Bank.

11. Update Notice.

Business/Consumer shall provide written notice to Bank of any changes to the information previously provided by Business/Consumer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within 5 business days of the change. Business/Consumer shall provide any additional information requested by Bank within 5 days of such request. Bank retains the right to: (i) review Business/Consumer's Checks, Files and business activities from time to time to confirm Business/Consumer is conducting business as stated by Business/Consumer at the time of the execution of this Agreement and (ii) re-price or terminate the Remote Deposit Service based on changes to information previously provided to Bank by Business/Consumer.

12. Bank's Duties.

Bank's duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts. Bank will use commercially reasonable care in performing its responsibilities under this Agreement.

13. Bank's Responsibilities.

Business/Consumer agrees to monitor its account balances and charges, to promptly notify Bank if any Report conflicts with Business/Consumer's records, and to refrain from acting on information it has reason to believe is erroneous. In all instances, Bank's and, if the services of a third party provider are utilized in the provision of the Remote Deposit Service, such third party's sole liability to Business/Consumer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Business/Consumer and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

14. Internet Disclaimer.

Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Business/Consumer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Business/Consumer's or Bank's ability or inability to connect to the Internet.

15. Indemnification and Liability; Third Party Claims.

Business/Consumer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Business/Consumer's (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Business/Consumer, (c) Business/Consumer's breach of any of Business/Consumer's warranties, representations and/or obligations under this Agreement or any other agreement between Business/Consumer and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the

termination of this Agreement. and/or (d) Business/Consumer's breach or violation of any Rules; provided, however, Business/Consumer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

16. Fees and Charges

So long as this Agreement remains in effect, Business/Consumer agrees to pay to Bank the normal deposit account service charges established from time to time by Bank and, in addition thereto, the fees and charges set forth in the Fee Schedule attached to this Agreement as Attachment "C" or provided from time to time hereafter to Business/Consumer, and all such other fees and charges as may be agreed upon from time to time by Business/Consumer and Bank.

Business/Consumer authorizes Bank to deduct any charges for the Remote Deposit Service from any Account, even if such deduction causes an overdraft in the Account. Should Business/Consumer fail or refuse to pay any charges under this Agreement, Business/Consumer agrees to pay all collection costs (including reasonable attorney's fees) which may be incurred by Bank. Bank shall have the right to increase or decrease charges imposed for the Remote Deposit Service and will notify Business/Consumer of the changes, to the extent required by law. Business/Consumer's use of the Remote Deposit Service after changes have been made shall constitute Business/Consumer's agreement to the same.

In addition to the Remote Deposit Service fees, Business/Consumer agrees to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Remote Deposit Service, this Agreement, and/or the software or equipment made available to Business/Consumer (excluding any income tax payable by Bank). Business/Consumer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

17. Use of Trademarks.

Business/Consumer may not use Bank's name or trademarks without the express written consent of Bank. If Business/Consumer is permitted to use any of Bank's name, trademarks or promotional materials, Business/Consumer will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Business/Consumer's goods or services.

18. Financial Information and Audit.

Bank may from time to time request information from Business/Consumer in order to evaluate a continuation of the Remote Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Business/Consumer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Business/Consumer authorizes Bank to investigate or reinvestigate at any time any information provided by Business/Consumer in connection with this Agreement or the Remote Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by Bank, Business/Consumer hereby authorizes Bank to enter Business/Consumer's business premises for the purpose of ensuring that Business/Consumer is in compliance with this Agreement and Business/Consumer specifically authorizes Bank to perform an audit of Business/Consumer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Business/Consumer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Business/Consumer's location(s) and Business/Consumer shall comply with any such mandate. In addition, Business/Consumer hereby agrees to allow Bank to review available reports of independent audits performed at the Business/Consumer location related to

information technology, the Remote Deposit Service and any associated operational processes. Business/Consumer agrees that if requested by Bank, Business/Consumer will complete a self-assessment of Business/Consumer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Business/Consumer. If Business/Consumer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Business/Consumer is unacceptable, or if Business/Consumer refuses to give Bank access to Business/Consumer's premises, Bank may terminate the Remote Deposit Service according to the provisions hereof.

19. Confidential Information and Proprietary Right in Data.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Business/Consumer and Business' Customers in connection with this Agreement is confidential. Except as allowed by applicable law, Bank shall not disclose or permit access to any such information by any person, firm or corporation. Bank shall cause its officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the Bank's obligations under this Agreement or to any other party to which Bank may be required by law to report such information. Business/Consumer agrees to hold confidential, and to use only in connection with the Remote Deposit Service, all information furnished to Business/Consumer by Bank or by third parties from whom Bank has secured the right to use the Remote Deposit Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should Business/Consumer at any time receive or acquire any information relating to another Business/Consumer of Bank, Business/Consumer shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for its own benefit or otherwise. Bank's and Business/Consumer's obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, is or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Remote Deposit Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and/or a State regulatory agency, and Business/Consumer agrees to the release by Bank of Business/Consumer's reports, information, assurances and other data and information as may be required under applicable laws and regulations. Business/Consumer agrees that any specifications or programs developed by Bank in connection with this Agreement, or supplied or made available to Business/Consumer by Bank, are the exclusive property of Bank, its agents, suppliers or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

20. Attorneys' Fees.

In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

21. Successors.

This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

22. Assignment.

No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that Bank may assign this Agreement or any part of it to any of Bank's affiliates or to a successor of Bank by merger or acquisition upon written notice to Business/Consumer.

23. No Third Party Beneficiaries.

This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Business/Consumer or Bank, their respective successors, assigns and affiliates.

24. Entire Agreement.

The terms of the Deposit Agreement, all other agreements with Bank pertaining to the Accounts and the Rules, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the Rules and this Agreement, the provisions of this Agreement shall control to the extent necessary. Business/Consumer agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Remote Deposit Service.

25. No Waiver.

No delay or failure on the part of Bank in exercising any of Bank's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Bank shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

26. Governing Law; Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Business/Consumer hereby irrevocably agrees to submit to the nonexclusive jurisdiction of the courts of such state and the United States of America and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

27. Termination

- a. This Agreement or any Services being provided hereunder may be terminated by either party at any time by giving 30 days' prior written notice thereof to the other party. The Bank may terminate or suspend immediately any Service without notice to you if the Business/Consumer fails to maintain sufficient Available Funds in the Designated Account for such Service. In addition, we may terminate this Agreement or terminate or suspend any Service immediately upon notice to you in the event:
- b. The Business/Consumer closes any Account established in connection with the Services;
- c. The Business/Consumer breaches a material obligation under this Agreement, the Terms and Conditions attached hereto or any other agreement with us or any applicable law or Government Regulation;

- d. The Business/Consumer becomes insolvent, are placed in receivership or adjudicated bankrupt or you become subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of your creditors;
- e. The Business/Consumer's financial condition has become impaired in our good faith opinion; or
- f. Continued provision of Services in accordance with the terms of this Agreement would, in our good faith opinion, violate federal or state law or would subject us to unacceptable risk of loss.

Upon any such termination the Business/Consumer shall:

- g. Promptly pay to the Bank all sums due or to become due under this Agreement;
- h. Return immediately to us at Business/Consumer's expense the all Equipment or Systems provided to you by the Bank, and all related materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from us or otherwise and shall pay us for any damages to any such materials (ordinary wear and tear excepted); and
- i. Have no further right to utilize the Products or Services being provided hereunder.
- j. Termination of a Service does not affect your payment obligations for services provided to you on or before the product or service was terminated. Termination of any Service does not release you or us from any of our respective obligations which arose or became effective prior to such termination. All provisions of this Agreement or the Terms and Conditions relating to the parties' warranties, representations, confidentiality, non-disclosure, proprietary rights, and limitations of liability or indemnification shall survive the termination of a Service or this Agreement, as applicable.

28. Annual Review

Business/Consumer authorize First National Bank of the Gulf Coast to retain property of this application, to rely on foregoing to check and verify credit, to secure follow up credit reports on an annual basis concerning creditworthiness. We understand that the Bank will deny any application in which the Principal Owners/Consumer do not meet the Bank's minimum underwriting standards for unsecured loans as set forth in the Loan Policy, (not for profit excluded). Business understands when warranted Bank may visit site and/or email information to promote awareness of fraud and to deliver a self administered assessment of security procedures.

29. Signature

This Agreement has been signed and delivered on the Business/Consumer's behalf by whose name is printed below. By signing below the signer represents and warrants to that he or she is one of Business/Consumer's authorized signers and has taken all action required by the Business/Consumer under the Business/Consumer's governing documents to authorize him/her to sign and deliver the Agreement along with any other documentation that has been have provided in connection with your Banking Relationship.

30. Acknowledgement

The Business/Consumer has read and understands the Remote Deposit Agreement along with the Account Disclosures and Privacy Policy. In addition, Business/Consumer agrees to comply with the requirements of this Agreement provided to Business/Consumer in connection with the Services. This Agreement shall be effective when accepted by the Bank whose name appears on the last page of agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written below.

Business/Consumer Name: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Date: _____

First National Bank of the Gulf Coast

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

ATTACHMENT A

HARDWARE LIST FOR BUSINESSES

List of Hardware:

Scanner(s) License. If the Scanner(s) is provided by Bank as part of this Service, Bank hereby grants to Business a nontransferable non-exclusive license ("License") to use the Scanner(s) listed in this Attachment B ("Scanner(s)") only in connection with the Service provided by Bank. Business accepts the License subject to the terms and conditions set forth in the following sections.

(i) OWNERSHIP OF SCANNER(S). Business acknowledges the Scanner(s) is and shall at all times remain the sole and exclusive property of Bank unless scanner is owned by Business and agrees that Business will do nothing inconsistent with such ownership. Business agrees that nothing in this License shall give Business any right, title or interest in the Scanner(s) other than the right to use the Scanner(s) in accordance with this License, and Business agrees that it will not attack the validity of this License.

(ii) USE. Business shall use the Scanner(s) in a careful and proper manner in accordance with the Documentation and shall comply with and conform to all federal, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Scanner(s). If at any time during the term hereof, Bank supplies the Business with labels, plates or other markings, stating that the Scanner(s) is owned by Bank, the Business shall affix and keep them upon a prominent place on the Scanner(s). The Business shall limit the use of the Scanner(s) to the processing of transactions with Bank pursuant to this Agreement. The Business may not use the Scanner(s) to facilitate processing transactions with any other person without the prior express written authorization of Bank.

(iii) RECEIPT OF SCANNER(S). Business agrees that Bank will deliver or ship the Scanner(s) to Business at the address designated by Business in this Agreement. Business acknowledges that delivery or shipment to the address designated by Business shall be considered receipt of the Scanner(s) by Business.

(iv) INSPECTION. Business shall inspect the Scanner(s) within 24 hours after receipt thereof. Unless Business, within this period of time, gives written notice to Bank specifying any defect in or other proper objection to the Scanner(s), Business agrees that it shall be conclusively presumed, as between Bank and Business, that Business has fully inspected and acknowledged that the Scanner(s) is in good condition and repair, and that Business is satisfied with and has accepted the Scanner(s) in such good condition and repair. Bank shall at any and all times during business hours have the right to enter into and upon the premises where the Scanner(s) may be located for the purpose of inspecting the same or observing its use. Business shall give Bank immediate notice of any attachment or other judicial process affecting Scanner(s) and shall, whenever requested by Bank, advise Bank of the exact location of the Scanner(s).

(v) MAINTENANCE. Business shall maintain the Scanner(s) in working order by following the instructions for proper use, care and cleaning of the Scanner(s) provided to Business. In the event that the Scanner(s) does not function in accordance with the manufacture's specifications, Bank shall either repair or replace the Scanner(s) within three (3) business days from the date of receipt of notification from the Business. Bank shall not repair or replace the Scanner(s) if it is lost or damaged as provided in Section (vi), or because of misuse, negligence or failure of Business to follow instructions for proper use, care and cleaning of the Scanner(s).

(vi) **LOSS AND DAMAGE.** In the event of loss or damage of any kind to the Scanner(s), or any part thereof, Business shall make a payment to Bank in an amount contained in an invoice submitted by Bank to Business (“Invoice Amount”). Payment shall be due within thirty (30) calendar days of receipt of the invoice from Bank. Failure to make such payment shall be a default under Section (xi) of this Attachment B.

(vii) **SURRENDER OF SCANNER(S).** Within fifteen (15) calendar days of the expiration or earlier termination of this Agreement, with respect to the Scanner(s), Business shall return the Scanner(s) to Bank in good repair, condition and working order (ordinary wear and tear resulting from proper use thereof alone excepted), or Business shall pay Bank the Invoice Amount contained in an invoice submitted to Business upon termination. If Business fails to return the Scanner(s), or if the Scanner(s) is not in good working order and repair upon return, or if Business fails to pay the Invoice Amount, such failure shall be a default under Section (xi) of this Attachment B.

(viii) **LOCATION OF SCANNER(S).** Without the written permission of Bank, Business will not permit the Scanner(s) to be removed from the Business’s business addresses and Business shall not physically locate the Scanner(s) outside of the United States.

Business must notify Bank if the scanner(s) moves from the location(s) assigned below:

Scanner# _____
Physical Location (address, city, state and zip) _____

Scanner# _____
Physical Location (address, city, state and zip): _____

Scanner# _____
Physical Location (address, city, state and zip): _____

(ix) **PERSONAL PROPERTY.** The Scanner(s) is, and shall at all times remain, personal property notwithstanding that the Scanner(s) or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

(x) **ENCUMBRANCES.** Business shall not do any act that will in any way encumber the title of Bank in and to the Scanner(s). In the event the Scanner(s) becomes the subject of any lien or encumbrance through the action of Business, Business shall indemnify and hold harmless Bank from all costs, losses or expenses with respect thereto, and Business shall immediately pay any such lien and obtain a release thereof.

(xi) **DEFAULT.** If Business fails to pay any amount herein provided within thirty (30) calendar days after the same is due and payable, Bank shall have the right to take possession of the Scanner(s), without demand or notice, wherever same may be located, without any court order or other process of law. Business hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall constitute a termination of this Agreement. The Bank may also debit the Business’s Account or Settlement Reserve for amounts due and payable to Bank.

(xii) **BANK’S EXPENSES.** Business shall pay Bank all costs and expenses, including reasonable attorney fees, incurred by Bank in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions hereof.

ATTACHMENT B

BUSINESS COMPUTER REQUIREMENTS

Business Computer Requirements:

Operating System	Microsoft Windows XP	Microsoft Windows Vista	Microsoft Windows 7	Mobile Devices
Version/Edition	Home or Professional with Service Pack 2 or higher 32 bit version only	Business, Enterprise, or Ultimate Editions 32 bit version only	Enterprise, Professional, or Ultimate Editions 32 bit version only	Apple iPhone (all models) OS 3.1 Android-based All models with an 2+ Mp auto-focus camera OS 2.1.1
Updates	All current critical Windows updates			
Processor	1.2 GigaHertz (GHz) or greater	2.4 GigaHertz (GHz) or greater	2.4 Giga Hertz (GHz) or greater	
RAM	512 Megabyte or greater	1 Gigabyte or greater	2 Gigabytes or greater	
Hard Drive Space	1.5 Gigabytes or greater available			
USB Port	Direct USB 2.0 port (hubs, powered or not, are not supported)			
USB Cable	A 6 foot USB 2.0 Hi-speed cable (included with scanner)			
Power Cable	A power cable (included with scanner)			
Browser	Microsoft Internet Explorer 7 or greater			
.NET	.NET 1.1 Framework with Service Pack 1			
Internet	High-speed Internet connection			Internet connection
UPS	Uninterruptable Power Supply (UPS) system is recommended			

ATTACHMENT C

REMOTE DEPOSIT SCHEDULE OF FEES

Hardware

Business agrees to purchase a certified scanner from First National Bank of the Gulf Coast if it should not already own one. The Consumer is responsible to use a certified twain flatbed scanner and/or mobile device independently purchased prior to setup.

- ___ Digital Check Scanner with Inkjet Endorser – Single Feed \$ _____
- ___ Digital Check Scanner with Inkjet Endorser – Multiple Feed \$ _____
- ___ Single Payment ___ 12 month payment at \$ _____ Effective Date: _____
- ___ Business/Consumer currently owns scanner equipment

Digital Check warrants its products to be free from defects in material and workmanship for one year from the date of purchase by the bank. Digital Check has an Express Warranty Replacement Program Simply contact Digital Checks Reseller's Help Desk and they will overnight a scanner to you. Cost of Express Warranty Replacement Program: 12 months \$70.00 24 months \$140.00 36 months \$220.00

Other Fees

Monthly Maintenance – No Charge
Per item fee – No Charge

Note: _____

Account number for scanner payment: _____

**ATTACHMENT D
PROCESSING REQUIREMENTS**

1. The total dollar amount per day transmitted by Business/Consumer shall not exceed \$ _____.
2. Cut-off Time 7:00 PM on a business day we are open*.

***Holiday Calendar**

First National Bank of the Gulf Coast will be closed on the following standard holidays observed by the Federal Reserve Bank. First National Bank of the Gulf Coast will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.