#### **Remote Deposit Services Agreement**

This REMOTE DEPOSIT SER	RVICES AGREE	EMENT is 1	nade and en	tered this _		day
of	, 20	by banko	eda (herein	the "Ba	ınk''),	and
	(the	"Customer"	").			
WITNESSETH:						
WHEREAS, the Customer has a ("Remote Deposit Services" or '		•		•	ure serv	vices
WHEREAS, the Customer rece Customers"); and	ives payments by	paper chec	ks from its c	ustomers (th	he "Ind	lirect
WHEREAS, the Bank has agree conditions herein described.	eed to provide su	uch services	to the Custo	omer on the	e terms	and
NOW, THEREFORE, in consid	eration of the mu	tual promise	es herein cont	ained, the p	arties a	igree

1. General. The RDS to be provided by the Bank to the Customer, consisting of a check scanning device (the "Scanner"), access to a browser based software program, and all related materials and documentation (collectively herein the "Program"), permits the Customer to conduct certain check related activities with the Bank electronically. Additionally, the customer agrees to pay a monthly fee set forth by the Bank for use of said Program. RDS activities include the ability to scan the Customer's paper checks (the "Images") and electronically transmit to a third-party processor, Fiserv (the "Vendor"), whose services are available to the Bank, and for the Vendor to use electronic information, including images, captured from these checks to process transactions as Image Replacement Documents (IRDs) as permitted under the Check Clearing for the 21st Century Act ("Check 21 Transactions") (collectively, the "Services"). The Services are provided by the Bank and its vendors for access and use by Customer.

as follows:

2. <u>Laws, Rules, and Regulations.</u> Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks or drafts, including but not limited to rules and procedural guidelines established by the Federal Trade Commission (FTC). These laws, procedures, rules,

- regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference.
- 3. <u>Use of Scanner and Program by Customer.</u> The Bank is providing the Scanner and Program to the Customer to allow the Customer to create quality images of the paper checks received from Indirect Customers and to then transmit these images electronically for the purpose of having Check 21 Transactions initiated. As such, the Indirect Customers will not receive their original cancelled paper checks through the check clearing system. The original paper checks will remain with the Customer under lock and key for a period of **90 days**, then the paper checks will be destroyed (preferably shredded) to protect against the risk of fraud or erroneous entry of the check into the check processing system. If during the 90 days, the bank should request an original check, it must be provided to the Bank. The images of these checks will be maintained by the Vendor for a period of seven years. Should Customer or Indirect Customers need a check researched, the Bank will provide the image from its archive during the record retention period.
  - i. All personal and business U.S. checks and Postal money orders can be processed through RDC. Checks from Canada and other foreign countries, Savings Bonds, and poor image quality checks must be deposited traditionally.
  - ii. Image quality will consist of the following needed controls:
    - Checks should be written in blue or black ink
    - Handwriting must be legible
    - The MICR line must appear to be fully intact
    - Checks should have watermarks on the back
    - Checks should be signed and endorsed
- 4. <u>Customer's Obligations to Indirect Customers</u>. As the Customer will be receiving the Indirect Customers' paper checks, and creating Images from these checks to process as Check 21 Transactions, and as the Customer will be retaining and then destroying the Indirect Customers' paper checks, the Customer must comply with the following responsibilities.
  - a. <u>Retain Paper Checks after Converting to Images.</u> Paper checks will be handled and retained as stated is Section 3 above.
  - b. <u>Compliance with Rules; No-Disclosure and Confidentiality.</u> Customer agrees both to (i) comply with and (ii) cooperate and assist the Bank and its vendors in complying in a complete and timely manner with the Rules. Customer agrees to execute and deliver to the Bank all such instruments, as the Bank may from time to time reasonably deem necessary. Customer shall not disclose to any third party other than the Bank, or any

agent of Customer for the purpose of assisting Customer in completing a transaction, or as specifically required by law, any account information or other personal information. Customer, in an area limited to select personnel, and prior to discarding, shall destroy in a manner rendering data unreadable all material containing account information after it has been retained for a period specified by the Rules.

- 5. <u>Right to Use Program/Limited Sublicense.</u> The Bank hereby grants to the Customer a non-transferable and non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Program is valuable, confidential, and proprietary property of THE VENDOR and agrees not to transfer, distribute, copy, reverse compile, modify or alter the Program.
- 6. <u>Delivery and Installation</u>. The Bank shall deliver to the Customer a Scanner and access to the Program. The Bank agrees to further provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program.
- 7. <u>Maintenance.</u> After delivery and installation of the Scanner and Program and until the termination of this Agreement pursuant to Section 8, the Bank will assist the Customer in obtaining from THE VENDOR technical support and other information for the operation and use of the Scanner and Program, and will provide to the Customer any modifications, refinements and enhancements to the Scanner or Program which the Vendor may hereafter implement and which the Bank has received notification from the Vendor.
- 8. Term. This Agreement is effective from the date the Scanner and the Program are received by Customer and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days' prior written notice by either party to the other at the then current address of record, (ii) upon termination of the account relationship between the parties, (iii) upon failure of the Customer to comply with the terms and conditions of this Agreement, (iv) upon termination of the Software License Agreement, or (v) any other event which causes the Vendor to be unable to provide the Program to the Bank or the Customer. The Customer agrees to return the Scanner, if provided by the Bank, in good working condition and all written and/or electronic documentation related to the Scanner and/or Program to the Bank, together with all copies thereof, upon termination. If the scanner is returned in any condition other than good, the customer will be charged the price of a replacement. The provisions of this Agreement protecting the proprietary rights of the Vendor and the Bank will continue in force after termination.
- 9. <u>Fees.</u> Customer agrees to pay the fees for access to and use of the Scanner and the Program at the rates specified by the Bank. The Bank may change the fees charged to the business Customer any time during the term of this Agreement and to a consumer after providing 30

- days written notice to Customer. The Bank may deduct all fees due from any account of the Customer at the Bank.
- 10. Account. The Customer will maintain with the Bank at least one demand deposit or commercial checking account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Services. In addition to the terms of this Agreement, the Account will be subject to a separate Account Agreement. Unless the Bank otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Services and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay the Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. The Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at the Bank.
- 11. <u>Right of Setoff.</u> Customer hereby acknowledges and agrees that the Bank shall have a right of setoff against any and all fees, Returns and Refunds owed the Bank by Customer under this Agreement.
- 12. <u>Authorization.</u> The Customer will provide to the Bank properly executed authorizations from Customer (which may be designated by resolution executed in conjunction to the establishment of Customers deposit account), in form acceptable to the Bank identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. In the absence of such authorizations, Customer agrees that individuals authorized to sign on Customers deposit account are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the Corporation, provided, however, that the Bank may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation shall have provided to the Bank any evidence of such person's authority.
- 13. Account Reconciliation. All transactions which result in a debit or credit to the Account initiated by the Customer using the Services will be reflected on the Customer's monthly account statements. The Customer will notify the Bank, within thirty (30) days after the mailing of the account statements by the Bank of any discrepancies between the account statements and the Customer's records of transactions initiated through the Services. Failure

- of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.
- 14. <u>Entries.</u> Customer shall be responsible for the accuracy and propriety of all Entries submitted to the Bank for processing, as well as responsible for obtaining all required approvals for the processing of the Entry from the Indirect Customer. Customer shall be liable for each Entry and warrants that it complies with the Rules.
- 15. <u>Discrepancies.</u> In the event of any conflicts in the instructions received by the Bank regarding the Customer or any Entries relating to them, the Bank may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Customer or by the Bank to the funds, Entries, or proceeds thereof.
- 16. <u>Processing Deadline</u>. The Bank has specific processing deadlines currently the cut-off time is 5pm Monday through Friday. Files received by the deadline will be transmitted that day via Vendor to the Federal Reserve Bank for settlement. Files received after the deadline will be processed the next business day.
- 17. <u>Availability Schedule</u>. The Bank's policy is to make funds from your check deposits available to you by the first Business Day after the day we receive your deposit. Once the funds are available, you can either withdraw them in cash and we will use them to pay checks that you have written.
- 18. Notice of Provisional Credit. In the case of any Credit Entry subject to Article 4A of the Uniform Commercial Code, which has not been adopted by the State of Idaho, credit given by the Receiving Financial Depository Institution (the "RFDI") to the Recipient with respect to such an Entry is provisional until the RFDI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Idaho. If such settlement or payment is not received, the RFDI shall be entitled to a refund from the Recipient of the amount credited, and the Customer shall not be deemed to have paid the Recipient the amount of the Entry.
- 19. <u>Debits Not As Authorized.</u> If an unauthorized Debit Entry is confirmed in writing by the Recipient, the Recipient will have the right, unless waived in accordance with the Rules, to have the amount of such Debit Entry immediately credited to the Recipient's account by the RDFI as set forth in the Rules. The Customer's Account will be debited for the amount thereof.
- 20. <u>Unauthorized Access; Security Procedures.</u> The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The

Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customers who will use the Scanner and the Program. The Bank shall have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures. The Customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank, provided, however, the Bank shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Services shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

- a. THE BANK will provide Customer with an Administrative and Gateway User Name and Password. Customer may appoint an individual ("Administrator") with the authority to:

  (a) determine who will be authorized to use the Services; (b) establish separate passwords for each user; and (c) establish limits on each user's authority to access information and conduct transactions. Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Bank service. Customer agrees to: (a) take reasonable steps to safeguard the confidentiality of all Passwords; (b) limit access to its passwords to persons who have a need to know such information (c) closely and regularly monitor the activities of employees who access the Bank service (d) prohibit its employees and agents from initiating Entries without proper supervision and adequate controls; and (e) remove users they deem no longer authorized to use the Services.
- b. Customer understands that the use of Passwords and the Bank service instructions is confidential and agrees to assume all risks of accidental disclosure or inadvertent use by any party whatsoever, whether such disclosure of use are on account of Customer's negligence or are deliberate acts. Customer acknowledges that no person from the Bank will ever ask for any Passwords and that the Bank employees do not need and should not ask for passwords.
- c. Customer shall change its passwords periodically and whenever anyone who has had access to a password is no longer employed or authorized by it to use the Bank service. The Bank may require Customer to change its passwords at any time. The Bank may deny access to the Bank service without prior notice if it is unable to confirm (to its satisfaction) any person's authority to access the service or if the Bank believes such action is necessary for security reasons.

- d. THE BANK will perform an initial 90-day review as well as an annual audit of the Customer's RDC process and IT infrastructure with the approval of date and time from the Customer.
- 21. <u>Customer Representations and Warranties</u>. With respect to each and every check that the Customer scans into an Image using the RDS system, the Customer represents and warrants to the Bank that: (a) the Customer shall be bound by and comply with all procedures and operating guidelines established by the Bank, contained herein or subsequently created, and (b) the Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid.

#### 22. Indemnification.

- a. All disputes between Customer and any Indirect Customer relating to any debit/credit transaction shall be settled between Customer and Indirect Customer. Customer agrees to indemnify and hold the Bank and its processors harmless from any claim, liability, loss, or expenditure relating to any such transaction or from Customer's breach of any of its obligations under this Agreement. The Bank retains the right to offset the Customer's account for amounts the Bank is damaged by Customer's actions.
- b. The Customer will defend, indemnify and hold harmless the Bank and its processors against and in respect to any and all losses, liabilities, expenses and damages, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Bank under the RDS system; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any dispute between the Customer and any third party in connection with the use of the RDS system; (iv) any breach of the Customer's representations for any transaction submitted by the Customer described in this agreement; (v) any loss or expenditure which results from any transaction submitted by the Customer caused by the Indirect Customer's inability to fund the transaction; and (vi) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section shall survive termination of this Agreement.
- 23. <u>LIMITATIONS OF LIABILITY.</u> THE BANK'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE BANK'S DISCLAIMER OF WARRANTY IS LIMITED TO THE REPLACEMENT OF ANY SCANNER OR DISKETTE THAT IS RETURNED TO THE BANK. IN NO EVENT SHALL THE BANK BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM

BY ANOTHER PARTY. THE BANK'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. THE BANK WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF THE BANK HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BANK'S ACT OR OMISSION. THE BANK WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE: (A) RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS; (B) RESULTING FROM ANY RECEIVING BANK'S FAILURE TO ACCEPT CHECK 21 TRANSACTIONS; OR (C) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE BANK AND THE CUSTOMER OR BETWEEN THE BANK AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE THE BANK'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

- 24. <u>DISCLAIMER OF WARRANTY.</u> NO WARRANTIES WITH RESPECT TO THE SCANNER AND THE PROGRAM ARE MADE BY THE BANK NOR DOES THE BANK WARRANT THAT THE SCANNER AND THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. NEITHER THE BANK MAKES ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SCANNER AND/OR THE PROGRAM. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF CUSTOMER'S ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 25. <u>Equipment</u>. The Bank is not responsible for any loss, damage or injury resulting from (i) an interruption in Customer's electrical power or telephone service; (ii) the disconnecting of Customer's telephone line by Customer's local telephone company or from deficiencies in Customer's line quality; or (iii) any defect or malfunction of the Scanner or telephone line.
- 26. The Bank's Liability for Failure to Complete Transactions. The Bank will process and complete all transfers (to and from eligible accounts) properly initiated through the RDS system in accordance with the terms on the Image and the terms of this Agreement. If the Bank or its processors do not complete a Check 21 Transaction on time or in the correct amount in accordance with terms on the Image and under the terms of this Agreement, the

Bank's liability for Customer's losses and damages will be limited to those directly and proximately caused by the Bank's failure, not to include indirect, consequential, special or exemplary damages. Further, the Bank will not be liable if:

- a. Through no fault of the Bank, the Indirect Customer does not have enough money in his or her account to make the transfer or payment.
- b. The Scanner or the Program is not working properly, and Customer knew about the malfunction when Customer initiated use of the Services.
- c. The Indirect Customer's depository institution mishandles or delays handling Check 21 Transactions initiated by the Bank.
- d. There is an error on the Indirect Customer's paper check.
- e. Circumstances beyond the Bank's control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by the Bank to avoid these circumstances.
- 27. Entire Agreement; Severability. This Agreement together with all exhibits, schedules and attachments hereto, the Account Agreement and the Rules (as incorporated herein) represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which the Bank is subject and which governs of affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and the Bank shall incur no liability to the Customer as a result of such violation or amendment.
- 28. <u>Assignment; Sublicense.</u> Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.
- 29. <u>Governing Law.</u> This Agreement is governed by the laws of the State of Idaho (except to the extent Federal law governs the copyrights and trademarks of the Vendor and its successors or assigns) and the Rules.
- 30. <u>Signatures.</u> 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.

written above.	d this Agreement	the day and	ı year tirs
Bankcda			
By:			
CUSTOMER			
By:			

# **Remote Deposit System Administrator Resolution**

authorized LLC member (_	) authorized partner (	of () corporate secretary ()) sole proprietor () other: (the "Customer"),
organized under the laws of the		
WHEREAS, the Customer desir	res to utilize bankcda's Remote	e Deposit service; and
•		System Administrator which shall ishing access for the use of Remote
designated by the Customer as that bankcda may rely upon a designee of the System Admi bankcda for any and all loss or conducted by the System Adm	s the <b>System Administrator</b> (s) my and all actions taken by the inistrator(s), that the Customer damage arising in any way from the inistrator(s) or any designee of the initial states are the initial states and the initial states are the init	is/are hereby  (also known as "Supervisors"), the System Administrator(s) or any er indemnifies and holds harmless from the activity and/or transactions of the System Administrator(s), and r(s) without providing prior written
effect until written notice of m official of the Customer shall b	nodification or revocation of the received by bankcda and read e protected in acting upon any	by shall continue in full force and his Resolution by a duly appointed asonable time provided for bankcday form of written notice which it in
IN WITNESS WHEREOF, I h		I the seal (if any) of said Customer

(Seal)
(company name)
By:
Signature/Title
Certified to and attested by:
*Signature/Title

\*Note: Unless a sole proprietorship, if the individual signing the resolution is designated by the foregoing resolution as the System Administrator, this certificate should also be signed by a second Officer, Partner, or Director of the business.

### Remote Deposit System Customer Update of Information

Account Name:		
Add account(s) as follows:		
Number:	Description:	
Number:	Description:	
Number:	Description:	
Remove account(s) as follows:		
Number:	Description:	
Number:	Description:	
Number:	mber: Description:	
• • •	be bound by the terms and conditions of the Bank's Application Form, and Remote Deposit Services	
Authorized Account Signer	Date	
System Administrator	Date	
(as named in Remote Deposit Resolution)		

## Remote Deposit System Customer Update of Administrator and User Information

Account Name:	
Remove administrators*/users as follow	vs:
Name:	
Name:	
Add administrators* as follows:	
Name:	SSN:
Name:	SSN:
Add users as follows:	
Name:	SSN:
Name:	SSN:
Name:	SSN:
	tor Resolution must be revised accordingly.  To be bound by the terms and conditions of the Bank's
	it Application Form, and Remote Deposit Services
Authorized Account Signer	Date
System Administrator	Date
(as named in Remote Denosit Resolution	m)

#### Remote Deposit Services Fee Schedule

As stated in Section 9 of Remote Deposit Services Agreement, the following fees apply:

Set-up fee: \$ 0.00

Monthly fee: \$35.00 – the fee is waived if average monthly balance of \$35,000.00

Scanner fee: \$----- to purchase scanner. If purchased, customer is responsible for

maintenance and supplies.

\$----- monthly to lease scanner. If leased, bankcda will be responsible

for maintenance and supplies.

These fees are subject to change with 30 days written notice to customer.