

# BUSINESS SOLUTIONS APPLICATION

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## COMPANY INFORMATION

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Line of Business: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Ownership:  Corporation  Partnership  Proprietorship  Joint Venture  LLC

Account Number to be debited or credited: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

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## ezPay - ACH ORIGINATION

**TRANSMISSIONS** – PLEASE INDICATE THE DOLLAR LIMIT AND FREQUENCY OF YOUR TRANSACTION ACTIVITY:

Credits \$ \_\_\_\_\_

Daily  Weekly  Bi-monthly  Monthly  Semi-annual  Annual  N/A

Debits \$ \_\_\_\_\_

Daily  Weekly  Bi-monthly  Monthly  Semi-annual  Annual  N/A

Application for the submission of debit entries may be subject to Credit review. You may be asked to provide the Bank with additional information such as a recent Financial Statements.

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## ezDeposit - REMOTE DEPOSIT CAPTURE

**TRANSMISSIONS** – PLEASE INDICATE THE DOLLAR LIMIT AND FREQUENCY OF YOUR DEPOSIT ACTIVITY:

\$ \_\_\_\_\_

Daily  Weekly  Bi-monthly  Monthly  Semi-annual  Annual  N/A

Application for ez-Deposit may be subject to Credit review. You may be asked to provide the Bank with additional information such as a recent Financial Statements.

# BUSINESS SOLUTIONS APPLICATION



PLEASE LIST TWO COMPANY CONTACTS:

### Contact I

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

### Contact II

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

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### USER INFORMATION

System Administrator: \_\_\_\_\_

User 1–Name: \_\_\_\_\_

Create Batches	_____	Transaction Amount Limits \$	_____	N/A	_____
Transmit Batches	_____	Transaction Amount Limits \$	_____	N/A	_____
Approve Batches	_____	Transaction Amount Limits \$	_____	N/A	_____

User 2–Name: \_\_\_\_\_

Create Batches	_____	Transaction Amount Limits \$	_____	N/A	_____
Transmit Batches	_____	Transaction Amount Limits \$	_____	N/A	_____
Approve Batches	_____	Transaction Amount Limits \$	_____	N/A	_____

User 3–Name: \_\_\_\_\_

Create Batches	_____	Transaction Amount Limits \$	_____	N/A	_____
Transmit Batches	_____	Transaction Amount Limits \$	_____	N/A	_____
Approve Batches	_____	Transaction Amount Limits \$	_____	N/A	_____

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_





## EzDeposit Service Agreement

This ezDeposit™ SERVICES AGREEMENT (the "Agreement") is made and entered this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by First National Bank of South Miami (the "Bank"), a nationally chartered bank, and \_\_\_\_\_ (the "Customer").

WITNESSETH:

WHEREAS, the Customer has executed the eBanking for Business Agreement with the Bank and maintains at least one demand account or commercial checking with the Bank.

WHEREAS, the Customer has authorized the Bank to provide certain remote deposit electronic capture services ("ezDeposit" or the "ezDeposit Service") to the Customer as herein described;

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

WHEREAS, the Check Clearing for the 21st Century Act allows certain check transactions ("Check 21 Transactions") to be transmitted to a third party service provider ("TPSP") who shall use the Images (defined below) and other electronic information to process transactions through the Automated Clearing House ("ACH") network (individually, each an "ACH Transaction" or "ACH Transfer") or as Image Replacement Documents, and

WHEREAS, the Bank has agreed to provide, and the Customer has agreed to accept such ezDeposit Services on the terms and conditions herein described.

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

### 1. General.

- a. The ezDeposit Service provides the Customer with the ability to conduct check processing activities remotely and communicate with the Bank electronically. The Bank shall provide a check scanning device (the "Scanner") and software (the "Program") to the Customer pursuant to the terms of this Agreement.
- b. The Customer hereby agrees to purchase or lease and configure the Scanner and Software according to the requirements provided by the Bank, as well as provide the Customer's own access to telecommunications services required to connect to the ezDeposit Service. The Scanner and Program allow the Customer to create images of the checks received from Indirect Customers (the "Images") and to then transmit these Images electronically for Check 21 Transactions or transmit data from the Images for ACH Transactions. The Indirect Customers' accounts shall then be debited through such ACH Transactions, rather than the check clearing system.
- c. The Customer is solely responsible for: (i) having adequate equipment, telecommunications, and plans for contingency planning; (ii) for ensuring that the Images meet the ANSI X9.37 standard for image quality; (iii) arranging for the maintenance of the Scanner and Software needed to use ezDeposit, including any mandatory maintenance provisions prescribed by the Bank; and (iv) paying any sales and use taxes associated with the purchase of the Scanner (if applicable).



- d. The Customer is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the ezDeposit Service. The Bank shall not be liable in any manner for such risk.
  - e. The Customer understands and agrees that in the event an Entry (defined below) is dishonored and/or returned, the Customer will receive an image of the original check or substitute check as the charged-back item. The Customer may request re-presentation of returned items pursuant to the terms and fees set forth in this Agreement.
  - f. The Bank shall only have the duties expressly set forth in this Agreement. Unless otherwise required by law, the Bank's standard of care in connection with this Agreement is limited to ordinary care. The Bank may amend this Agreement at any time. Notice will be sent to the Customer at the address in the Bank's files by mail or electronic message. Amendments will be effective upon the later of the earliest date allowed by applicable law or the date indicated in the notice. The Customer's use of ezDeposit Service, including any new or additional service, after the effective date of the change will constitute its acceptance of and agreement to the change. If the Customer does not agree to such change, the Customer may prior to the effective date of the change terminate this Agreement immediately. All other amendments must be in writing and signed by both the Customer and the Bank.
2. **Conditions to Provision of Service.** As conditions to the Bank provision of ezDeposit Service, the Customer shall (a) maintain an Account in good standing in accordance with Section 3 herein, (b) execute eBanking for Business Agreement and (c) comply with such terms and restrictions on ezDeposit Service as the Bank may communicate to Customer from time to time.
  3. **Account.** The Customer shall 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 ezDeposit Services. The Customer's current Account number(s) are set forth in Schedule A, and should Customer desire to use other Account(s) after execution of this Agreement, the Customer shall provide the applicable Account numbers to the Bank in writing. In addition to the terms of this Agreement, the Account shall be subject to a separate Account agreement. In the event of conflict between the terms of this Agreement and the Account agreement, the terms of this Agreement shall govern. The Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the ezDeposit Services and to cover any fees the Customer is obligated to pay under this Agreement.
  4. **Laws, Rules, and Regulations.** The Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions related to ezDeposit Service. The Customer further agrees to comply with all applicable state or federal laws, rules and regulations, including but not limited to rules and procedural guidelines established by the Federal Trade Commission and the National Automated Clearing House Association ("NACHA") (collectively, the "Rules" and such Rules shall be incorporated herein by reference). In the event of conflict between the terms of this Agreement and the Rules, the Rules shall control the interpretation of this Agreement. [The Bank shall provide the Customer a copy of the NACHA rules at the time ezDeposit is made available to the Customer].
  5. **Handling of Checks by the Customer.** The Customer shall indorse all checks to be sent through ezDeposit, place the Bank's name on the check, stamp each check with the words "ELECTRONICALLY PROCESSED", scan both sides of the check, send the Image to the Bank, and securely store the check for at least seven (7) days. The Customer shall implement industry standard security procedures that limit access to such stored checks. Checks must be destroyed in a commercially reasonable manner within fourteen (14) days from the date of deposit unless

otherwise agreed to in writing. If the Indirect Customer presents the check in person; the transaction by such direct presentment would be subject to point-of-sale rules requiring that the check be stamped and returned to the Indirect Customer. The Images of these checks shall be maintained by Bank and/or a TPSP for a period of seven (7) years or as otherwise required by law. In the event, the Customer or Indirect Customers need a check researched, the Bank shall provide the Image from the Bank's archive during the record retention period.

6. **Deposited Items.** The Customer agrees that original checks shall not be deposited through ezDeposit more than once. The Customer also agrees to review and validate the accuracy of the check data captured including the amount of the check and the legibility of the check Image through ezDeposit. Images sent by the Customer shall be sufficiently inclusive and high quality to permit the Bank to satisfy all pertinent legal requirements. The Customer agrees to only deposit checks payable in US dollars and drawn on United States financial institutions through ezDeposit. The Customer further agrees that only items that are made payable to the Customer may be transmitted through ezDeposit. The Customer shall not deposit through ezDeposit items (i) containing obvious alterations to any of the fields on the front of the check, or which Customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (ii) that are remotely created checks, as defined in Reg CC, or (iii) dated more than 6 months prior to the date of deposit.
7. **Customer's Obligations to the Bank Regarding Information and Access.** The Customer shall promptly provide the Bank with any information, including financial information, the Bank requests in relation to this Agreement. In addition, Customer shall provide the Bank with access to the Customer's documents and records sufficient to permit the Bank to determine whether the Customer is complying with the requirements of this Agreement. The Customer agrees both (i) to comply with and (ii) cooperate and assist the Bank and the Bank's TPSPs 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.
8. **Customer's Obligations to Indirect Customers.** As the Customer shall be receiving the Indirect Customers' paper checks, and creating Images from these checks to process as ACH Transactions or Check 21 Transactions, and as the Customer shall be retaining and then destroying the Indirect Customers' paper checks, the Customer in addition to the terms otherwise set forth herein, agrees:
  - a. in accordance with the Rules, to provide prior notice to the Indirect Customer that the paper checks shall be converted to Images, and that the transaction shall be completed as an ACH Transaction, when applicable. This notice may be included on an invoice sent by the Customer and must state that unless the Indirect Customer notifies Customer not to process Indirect Customer's checks using the ezDeposit Service, those items shall be converted to Images and processed using the ezDeposit Service.
  - b. not to disclose any Indirect Customer account information or personal information to any third party other than the Bank, TPSP, or any agent of Customer except as required herein or by the Rules.
9. **Right to Use Program/Limited Sublicense.** 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. The Customer acknowledges and agrees that the Program is valuable, confidential, and proprietary property of TPSP and agrees not to transfer, distribute copy, reverse engineer, decompile, modify, or alter the Program. The Customer is the owner of data supplied to the Bank for processing in connection with the ezDeposit Service. The Customer acknowledges that the Program, systems documentation, guidelines, procedures, and similar

related materials or any modifications of the same are copyrighted property and constitute trade secrets and proprietary data. The Customer further acknowledge that the Customer have no title to or ownership of such materials and that the Customer waives any and all rights and claims which the Customer now or hereafter may have against the Bank or any TPSP with respect to such materials. Notwithstanding the foregoing, the Customer may make one (1) copy of the Program to be used exclusively for back-up purposes. Except for this back-up copy, Customer may not make any other copies of the Program, nor may the Customer transfer or disclose any of the Program to any other person, firm or corporation, except for disclosure to the Customer employees requiring such knowledge in the ordinary course and scope of their employment with the Customer.

10. **Delivery and Installation.** The Bank shall deliver to the Customer a Scanner and access to the Program. The Bank agrees to further provide reasonable instruction and consultation to assist Customer in Customer's initial installation of the Scanner and setup of the Program.
11. **Maintenance.** After delivery and installation of the Scanner and Program and until the termination of this Agreement, the Bank shall reasonably assist the Customer in obtaining TPSP technical support and other information for the operation and use of the Scanner and Program, and shall provide to the Customer any modifications, refinements and enhancements to the Scanner or Program which a TPSP may hereafter implement and which the Bank has received notification from such TPSP. In the event that the Bank in its discretion provides on-site assistance to the Customer in connection with the installation and maintenance of the Scanner and Program and the Customer is located more than thirty (30) miles from the Bank, the Customer agrees to reimburse the Bank for any and all travel related expenses incurred by the Bank.
12. **Term and Termination.** This Agreement is effective upon execution by both parties 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 via registered or certified mail, (ii) immediately upon termination of the account relationship between the parties or the eBanking for Business Agreement, (iii) immediately if the Bank suspects in its sole discretion that the Customer has committed a fraud or other illegal acts that are in any way directly or indirectly related to this Agreement; (iv) immediately upon failure of the Customer to comply with the terms and conditions of this Agreement, (v) immediately in the event that the Customer's account in the sole discretion of the Bank is no longer in good standing; or (vi) in accordance with the express terms otherwise set forth in this Agreement. The Customer agrees to promptly return the Scanner and Program and all written and/or electronic documentation related to the Scanner and Program to the Bank, together with all copies thereof, upon termination.
13. **Fees.** The Customer agrees to promptly pay the initial and monthly ezDeposit Service fees set forth in Schedule A attached hereto, as compensation to Bank for the provision of ezDeposit Services (including installation of scanner and training). The Bank shall not increase any fees set forth in Schedule A for a period of six (6) months from the date of this Agreement, barring any increases in governmental or access fees charged to the Bank which may immediately be passed onto the Customer at cost without prior notice. Thereafter, the Bank may change the fees charged to the Customer any time during the term of this Agreement upon written notice to the Customer.

The Customer shall also pay any charges applicable to the ezDeposit Services including but not limited to sales, use, excise or similar tax applicable to the ezDeposit Service. If Bank is required to pay any such taxes, Customer shall reimburse the Bank therefor upon demand. The Bank may collect any fees, expense or costs set forth in this Paragraph 12 and any other amounts due to the Customer by debiting the designated Account or any other accounts of the Customer with the Bank without any obligation to give prior notice thereof to the Customer.

If at any time there are not sufficient collected funds in the designated Account or any other accounts of the Customer to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, the Customer agrees to immediately pay the Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. If any fees, expenses or costs owed to the Bank are not paid within thirty (30) days from the date they are due, the Bank may, in the Bank's sole discretion, immediately terminate this Agreement and the Customer's access to the ezDeposit Services without prior notice. Regardless of whether the Bank exercises this termination right, the Bank shall assess and the Customer agrees to pay a finance charge equal to 1.5% per month (18% per year) on all outstanding balances thirty-one (31) days and older. The Customer shall pay all costs and expenses incurred by the Bank to collect any outstanding balances due the Bank, including, but not limited to, reasonable attorney's fees and court costs

In the event any dispute arises involving any fees assessed for the ezDeposit Services, the Customer agrees to promptly notify the Bank of said dispute but shall not withhold payment. The Bank shall investigate such disputed items within fifteen (15) days and promptly notify the Customer of the findings of the Bank's investigation.

14. **Right of Setoff.** The 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 the Customer under this Agreement.
15. **Authorization.** The Customer shall provide to the Bank properly executed authorizations from Customer (which may be designated by resolution executed in conjunction to the establishment of Customer's Account(s)), 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, the Customer agrees that individuals authorized to sign on Customer's Account(s) 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 Customer.
16. **Account Reconciliation.** All transactions which result in a debit or credit to the Account initiated by the Customer using the ezDeposit Services shall be reflected on the Customer's monthly account statements. The Customer shall notify the Bank, within forty (40) 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 ezDeposit Services. Failure of the Customer to notify the Bank within said time period of any such discrepancies shall preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.
17. **ACH Transfers.** The Customer acknowledges that once the paper checks are processed with the Scanner (and become Images), the transactions may be processed by the Bank and entered into the ACH network if appropriate. The transaction described on the Image (the "Entry" or "Entries") shall be completed as an ACH Transaction, if possible. Without limitation of any other provision of this Agreement, the Rules shall govern the acceptance and liability for all ACH Transfer requests initiated in connection with the ezDeposit Services. This Agreement shall only govern those ACH Transactions initiated through the ezDeposit Services. Any non-ezDeposit Services initiated request shall be governed by a separate ACH agreement between the Bank and the Customer.

18. **Final Acceptance.** The Bank shall credit the Customer's Account for all Entries processed by the ezDeposit Service and accepted by the Bank. Notwithstanding the foregoing, the Bank reserves the right to reject an Entry for any reason in the Bank's sole and absolute discretion. The Customer shall receive e-mail notifications in regards to the status of all Entries submitted to the Bank for processing including but not limited to Entries that have been approved for processing, entries that have rejected as a result of the Image quality or duplicate entries, adjustments of discrepancies relating to the Entries, and return item notifications. These notifications shall be sent to the Administrator (defined below) and users as authorized by the Administrator. In addition to the e-mail notifications, the status of all Entries submitted to the Bank for processing shall be available via the ezDeposit Service.
19. **Entries.** The 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. The Customer shall be liable for each Entry and warrants that each Entry complies with the Rules.
20. **Discrepancies.** 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 the Bank's 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.
21. **Processing Deadline.** The Bank has specific processing deadlines. Files received prior to the applicable processing deadline set forth in Schedule A hereto shall be transmitted that day to the Federal Reserve Bank for settlement on the applicable processing day. Files received after the deadline shall be processed the next business day.
22. **Notice of Provisional Credit.** In the case of any credit Entry subject to Article 4A of the Uniform Commercial Code, credit given by the Receiving Financial Depository Institution ("RFDI") to the recipient with respect to such an Entry (the "Recipient") is provisional until the RFDI has received final settlement through a Federal Reserve Bank or otherwise has received payment. 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. In the case of any Check 21 Transaction, any credit to the Account is provisional only until collection is final. Until final settlement, the Bank shall act only as Customer's agent, regardless of the form of endorsement or lack of endorsement on an item, even if the Bank has provisionally credited the Account. The Bank can reverse any provisional credit to the Customer's account with regard any item that is lost, stolen, or returned. Customer shall indemnify the Bank and hold the Bank harmless from any loss the Bank may incur as a result of the Bank's lawfully reversing a provisional credit to the Account.
23. **Stop Payment of ACH Entries.** Neither the Customer nor the Bank shall have the right to adjust or stop payment of any Entry after the Entry has been received by ACH. If either the Customer or the Bank asserts that an Entry has been erroneously initiated, a reversal or adjustment Entry may be initiated by the Customer or the Bank as set forth in the Rules. In addition, either the Customer or the Bank may make an oral or written request to the RFDI to stop payment of, or to adjust, an Entry which has been or is asserted by the Customer or the Bank to have been erroneously initiated, and the RFDI may elect whether to honor such request. The Bank shall have no obligation to the Customer with respect to any such request which is not honored.
24. **Debits Not As Authorized.** If an unauthorized debit Entry is confirmed in writing by the Recipient, the Recipient shall have the right, unless waived in accordance with the Rules, to have the amount of such Debit Entry immediately credited to the Recipient's account by the RFDI as set forth in the Rules. The Customer's Account shall be debited for the amount thereof.



25. **Reversing Entries.** If the Customer discovers that any Entry the Customer has initiated was in error, the Customer shall notify the Bank immediately. The Bank shall then notify the Customer as to whether the transmission of the Entry to the ACH Transaction or Check 21 Transaction has been initiated. If the transmission has been initiated, the Customer shall then have the sole right and responsibility to initiate a reversal of the Entry in accordance with the Rules.
26. **Remakes of Rejected Entries or Files.** If an Entry is rejected due to improper processing or unexcused delays by the Bank, the Bank shall remake such Entry and re-send such Entry. If such Entry was rejected as a result of improper processing or the supplying of incomplete information by the Customer, the Customer shall Remake the Entry, or supply the Bank with complete information for Remaking the Entry, at the Customer's expense, and the Bank shall send such Entry pursuant to the terms of Addendum 1.
27. **Unauthorized Access: Security Procedures.**
- a. Access to ezDeposit is governed by password and security requirements. Using a password has the same effect as a Customer authorized signature. The password identifies the user as an individual who is authorized to conduct transactions from the Customer's account and validates the transactions which have been electronically submitted. All electronic communications that are authenticated and validated by the Bank shall be deemed to be valid and given the same effect as written and signed paper communications. 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 ezDeposit access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customer who shall 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 the Customer to maintain said procedures. The Customer shall be solely responsible for designating the Customer's 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 ezDeposit 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.
  - b. The Bank shall provide the Customer with an administrative user name and password. The Customer may appoint an individual ("Administrator") with the authority to: (i) determine who shall be authorized to use the ezDeposit Services; (ii) establish separate passwords for each user; and (iii) establish limits on each user's authority to access information and conduct transactions. The Customer is responsible for the actions of the Customer's Administrator, the authority the Administrator gives others to act on the Customer's behalf, and the actions of the persons designated by the Administrator to use the ezDeposit Service.
  - c. The Customer agrees to: (i) take reasonable steps to safeguard the confidentiality of all passwords; (ii) limit access to Customer's passwords to persons who have a need to know such information; (iii) closely and regularly monitor the activities of employees who access the ezDeposit Service; (iv) prohibit the Customer's employees and agents from initiating

Entries without proper supervision and adequate controls; and (e) remove users they deem no longer authorized to use the ezDeposit Services.

- d. The Customer understands that the use of passwords and the ezDeposit 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. The Customer acknowledges that no person from the Bank shall ever ask for any passwords and that the Bank's employees do not need and should not ask for passwords.
- e. The Customer shall change the Customer's passwords periodically and whenever anyone who has had access to a password is no longer employed or authorized by the Customer to use the ezDeposit Service. The Bank may require the Customer to change the Customer's passwords at any time. The Bank may deny access to the ezDeposit Service without prior notice if the Bank is unable to confirm (to the Bank's satisfaction in the Bank's sole and absolute discretion) any person's authority to access the ezDeposit Service or if the Bank believes such action is necessary for security reasons.
- f. The Customer understands that, while the Bank and TPSPs have established certain security procedures, such as firewalls, codes and data encryption designed to prevent unauthorized access to the Customer Account(s) or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. The Customer also understands that access to the ezDeposit Service will not be free from delays, malfunctions, or other inconveniences generally associated with the Internet. The Customer agrees that the Bank is not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties.

28. **Customer Representations and Warranties.** With respect to each and every check that the Customer scans into an Image using the ezDeposit system, the Customer represents, warrants, and covenants to the Bank that:

- a. Each Indirect Customer shown as the payor on an Image received by the Bank from the Customer was from an Indirect Customer who was properly notified that the check would be converted to an ACH entry and did not opt out of the program;
- b. The Customer shall be bound by and comply with all procedures and operating guidelines established by the Bank, contained herein or subsequently created;
- c. The Customer assumes responsibility for any paper check that is transmitted which for any reason is not paid;
- d. Both the Customer and the Indirect Customers with whom Customer does business are reputable and are not using the Bank as a conduit for money laundering or other illicit purposes;
- e. The Customer is entitled to deposit each item processed via ezDeposit;
- f. Only paper originals of bona fide items are scanned into ezDeposit;
- g. Each item included in ezDeposit was duly authorized in the amount stated and that the Customer is the payee on the item and the Customer is not aware of any factor which may impair collectability of the item;

- h. There will be no duplication among the items processed via ezDeposit;
- i. The Customer shall not deposit or redeposit the paper originals of any item processed via ezDeposit;
- j. The Bank shall not suffer any loss as a result of the items the Customer deposits via ezDeposit;
- k. The Bank shall not suffer any loss as a result of Customer's retention or destruction of the paper originals of the items processed via ezDeposit;
- l. All information the Customer provides to the Bank regarding the items the Customer processes via ezDeposit shall be accurate and true;
- m. All transmissions made via ezDeposit shall be virus-free, and that Customer utilizes industry standard information technology ("IT") security measures to protect Customer's IT assets and operations;
- n. The Customer has complied with all Rules applicable to it, to its business and operation and to remote deposit capture services;
- o. None of Customer's transactions to be processed by the Bank are prohibited by any applicable law, regulation, rule, order, or judgment;
- p. The Customer has performed and shall perform all of the Customer's obligations under this Agreement; and
- q. None of Customer's employees are a national of a designated blocked country or "Specially Designated National Blocked Entity," "Specially designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization" as defined by the United States Office of Foreign Assets Control.

**29. 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 the Bank's TPSPs harmless from any claim, liability, loss, or expenditure, including but not limited to, the Bank's attorney's fee, relating to any such transaction. The Bank retains the right to offset the Customer's account for amounts the Bank is damaged by Customer's actions.
- b. The Customer shall defend, indemnify and hold harmless the Bank, TPSPs and the Bank's 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 ezDeposit system; (ii) any breach of the Customer's obligation under this Agreement or the Rules; (iii) any dispute between the Customer and any third party in connection with the use of the ezDeposit system; (iv) any breach of the Customer's representations and warranties set forth 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.

**30. LIMITATIONS OF LIABILITY.**

- a. 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 PROGRAM THAT IS RETURNED TO THE BANK. IN NO EVENT SHALL THE BANK BE LIABLE TO CUSTOMER FOR ANY ATTORNEY'S FEES, LITIGATION EXPENSES, OR DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNATIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SCANNER, PROGRAM AND DOCUMENTATION, FOR ANY CLAIM BY ANOTHER PARTY, OR AS OTHERWISE RELATED TO THIS AGREEMENT. THE BANK'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH ACH TRANSACTIONS AND CHECK 21 TRANSACTIONS ARE LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. THE BANK SHALL 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 SHALL 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 SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BANK'S ACT OR OMISSION.
- b. UNLESS OTHERWISE REQUIRED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF THE BANK RESULTING FROM ANY CLAIM OF ANY KIND OR NATURE RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE EZDEPOSIT SERVICE IN THE ONE (1) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.
- c. THE BANK SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE: (i) RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS; (ii) RESULTING FROM ANY RECEIVING BANK'S FAILURE TO ACCEPT ANY ACH TRANSACTIONS OR CHECK 21 TRANSACTIONS; (iii) ARISING FROM INSUFFICIENT FUNDS IN INDIRECT CUSTOMER'S ACCOUNT OR ERRORS ON INDIRECT CUSTOMER'S PAPER CHECK; OR (iv) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY (x) AN ACT OF FORCE MAJEURE (DEFINED BELOW), (y) 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, INCLUDING BUT NOT LIMITED TO THE INDIRECT CUSTOMER'S DEPOSITORY INSTITUTION MISHANDLING OR DELAYS IN HANDLING ACH TRANSACTIONS OR CHECK 21 TRANSACTIONS INITIATED BY THE BANK OR (z) ANY OTHER CONDITION OUTSIDE THE BANK'S CONTROL.
- d. THE BANK SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR ANY DEFICIENCY CAUSED IN WHOLE OR IN PART BY INACCURATE OR OTHERWISE DEFICIENT DATA PROGRAMS, EQUIPMENT, OR COMMUNICATION FACILITIES PROVIDED BY CUSTOMER OR THIRD PARTIES.
- e. THE BANK SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM OR CAUSED BY THE FAILURE OF THE SCANNER TO WORK PROPERLY IF CUSTOMER KNEW ABOUT THE MALFUNCTION AT ANY TIME DURING THE USE OF THE EZDEPOSIT SERVICES.
- f. NO THIRD PARTY SHALL HAVE RIGHTS OR CLAIMS AGAINST THE BANK UNDER THIS AGREEMENT.

31. **DISCLAIMER OF WARRANTY.** THE EZDEPOSIT SERVICE, SCANNER, AND PROGRAM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SCANNER AND THE PROGRAM, AND THE BANK DOES NOT WARRANT THAT THE SCANNER AND THE PROGRAM SHALL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. THE BANK DOES NOT MAKE 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.
32. **Equipment.** This Section is applicable only if the Customer leases the Scanner from the Bank.
- a. The Bank shall retain ownership of the Scanner provided by the Bank for the ezDeposit Service. The Bank warrants that, upon delivery, the Equipment provided shall conform to the Bank's then current applicable standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Customer shall bear the entire risk of loss, theft, damage, or destruction of Scanner from the date of installation until receipt of the return shipment to the Bank. Such loss, theft, damage, or destruction of equipment shall not relieve the Customer of the obligation to make payments or to comply with any other obligation under this Agreement.
  - b. The Bank, at the Bank's own expense, shall repair or replace any nonconforming Scanner during the term of this Agreement, provided that: (i) the Customer leased the Scanner from the Bank (ii) the deficiency is attributable solely to the Bank; and (iii) the Customer notifies the Bank of the alleged deficiency within fifteen (15) days of the deficiency's occurrence. Upon termination of this Agreement by either party for any reason, The Customer shall return the Scanner in the condition as originally provided to the Customer excepting ordinary wear and tear resulting from proper use, packed for proper shipment, shipped FOB to such place or carrier as the Bank shall specify. In the event the Scanner has not been returned within fifteen (15) days of the date of termination, the Customer shall make payment to the Bank in an amount equivalent to the Bank's replacement cost for the Scanner as established by the Bank and set forth on Schedule A. The Bank is not responsible for any loss, damage, or injury resulting from causes, including but not limited to: (i) an interruption in the Customer's electrical power or telephone service; (ii) the disconnecting of the Customer's telephone line by the Customer's local telephone company or from deficiencies in the Customer's line quality; or (iii) any defect or malfunction of the Scanner or telephone line.
33. **Confidentiality.** All user guides, manuals, data, software, processes, and other information provided to Customer in connection with the ezDeposit Service and all fee and pricing information with respect to the ezDeposit Service ("Information") is the proprietary and confidential property of the Bank and/or the Bank's relevant licensors or suppliers. The Customer agrees to use the Information only in the manner specified by the Bank and in the ordinary course of the Customer's business, to return the Information to the Bank upon termination of this Agreement, and to keep the Information confidential and limit access thereto only to the Customer's agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Information by law.
34. **ezDeposit Limit.** The total dollar amount of the items that can be transmitted by the Customer via ezDeposit on a given day is limited as specified in Schedule A.

35. **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 and supersedes any and all other prior or contemporaneous written or oral agreements or understandings between them with respect to the subject matter contained in this Agreement. 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 or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy.
36. **Assignment; Sublicense.** The Customer agrees not to assign, transfer or dispose of the this Customer's rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.
37. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by and construed in accordance with applicable federal law and the laws of the State of Florida, without regard to Florida's conflicts of laws rules, and the Rules.
38. **Jurisdiction and Venue.** The Customer agrees, whether it resides in the State of Florida or not, that it submits itself and consents that any matter in connection to any dispute involving the subject matter of this Agreement shall be adjudicated under the jurisdiction of the Eleventh Judicial Circuit in and for Dade County, Florida, and in any case which is brought in Federal Court, in the United States District Court for the Southern District, Miami Division.
39. **Waiver of Jury Trial.** The Customer waives its rights to a trial by jury on any claim or cause of action based upon or arising out of or related to this Agreement or the transactions contemplated hereby, in any action, proceeding or other litigation of any type brought by any of the parties, their successors or assigns to this Agreement, whether with respect to contract claims, tort claims, or otherwise. The Customer agrees that any such claim or cause of action shall be tried by a court trial without a jury. Without limiting the foregoing, the Customer further agrees that its right to a trial by jury is waived by operation of this action as to any action, counter claim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or the other documents or any provision hereof or thereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement.
40. **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 this Agreement's terms.
41. **Notice.** Whenever under the provisions of this Agreement, notice is required or permitted to be given, it shall be in writing, in English, and shall be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet, or three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom the notice is intended.
42. **No Waiver.** Nothing contained in this Agreement shall cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition, or agreement contained in this Agreement to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition or agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as, nor constitute a continuing waiver or waiver, breach or cancellation of, any other breach of any provision of this Agreement.



EzDeposit Service Agreement

- 43. Captions. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement.
44. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, administrators, successors, and assigns.
45. Business Day. Business Day means Monday through Friday excluding federal holidays. If any time period set forth in this Agreement expires on a day other than a Business Day such period shall be extended to and through the next Business Day.
46. Counterparts. The parties may execute and deliver this Agreement in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement.
47. Force Majeure. Except for Customer's obligation to pay fees and expenses to the Bank, neither party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the parties. reasonable control, including without limitation, any delay caused by any act or omission of the other party, acts of God, war, terrorism, floods, windstorm, or other casualty, labor disputes, electrical or computer failure, or delay of essential materials or services.
48. Survival. Customer's obligations set forth in Section 7, 8, 28, 32 and 33 shall survive termination or expiration of this Agreement.

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

BANK

FIRST NATIONAL BANK OF SOUTH MIAMI

By:

\_\_\_\_\_
\_\_\_\_\_

CUSTOMER

By:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_



**ezDeposit. Services Agreement  
Amendment to Schedule A**

This amendment shall supersede Schedule A of the ezDeposit Service Agreement dated \_\_\_\_\_.

**Fees**

One-time fees shall be charged upon installation of scanner. Monthly fees shall be charged on the last day of each month based on the current calendar month's activity. The account to be charged via direct debit is: \_\_\_\_\_.

**One-Time Fees**

Installation/Training N/A  
Scanner (if purchased) \$750.00

**File & Transaction Fees**

Monthly Scanner Fee (If leased) \$25.00 per scanner

Transaction Fees (per item): Per item fees as charged currently on your account. Refer to your account disclosures for per item fees.

Access Fees: None

**Additional Fees**

Scanner replacement fee shall be determined by Bank when and if Customer terminates the Agreement.

**Processing Deadline**

Customer acknowledges that there is a 7:00 pm Eastern Time cutoff for same day credit. Customer is aware that Customer shall not receive credit on days that the Bank is closed on holidays recognized by the Federal Reserve Bank.

**ezDeposit Limit**

The total amount of deposits that can be processed via ezDeposit on any business day is limited to a maximum of \$\_\_\_\_\_.

**Account(s)**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Customer signature:** \_\_\_\_\_





## ezDeposit™ Services Agreement

### Addendum 1 - re-presentation of returned items

Customer authorizes Bank to re-present ACH items returned NSF or Insufficient Funds as indicated below:

- \_\_\_ Do not re-present returned ACH items automatically. Customer shall contact the Bank if the Customer wishes to have an item represented.
  
- \_\_\_ Re-present returned ACH items once automatically. Item shall be represented once and if returned, shall be once again charged back to Account. Customer recognizes that the re-presentation of ACH item shall take place two (2) business days from the Banks receipt of the returned item.
  
- \_\_\_ Re-present returned ACH items twice automatically. Item shall be re-presented once and if returned, shall be re-presented a second time. If returned, item shall be once again charged back to account. Customer recognizes that the re-presentation of ACH item shall take place two (2) business days from the Banks receipt of the returned item.

Customer: \_\_\_\_\_

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



I, the undersigned, Do Hereby Certify that the following is a complete, true and correct copy of certain resolutions of the Board of Directors of \_\_\_\_\_, a corporation duly organized and existing under the laws of \_\_\_\_\_, which resolutions were duly adopted at a duly called meeting of the said Board, held on \_\_\_\_\_, \_\_\_\_\_, a quorum being present throughout, or were duly adopted by the written consent of said Board in accordance with applicable law of the State in which said Corporation is incorporated, and are set forth in the minutes of the said meeting or in said consent; that I am the keeper of the corporate seal and of the minutes and records of this Corporation and that the said resolutions have not been rescinded or modified and remain in full force and effect:

Be It Resolved, that the Corporation be and is hereby authorized to execute the Positive Pay Agreement, the ezDeposit Service Agreement, the ACH Origination Agreement (collectively known as the "Agreements") with First National Bank of South Miami ("Bank"), and that the account(s) of the Corporation designated in the Agreements shall be subject to access pursuant to the terms of Agreements;

Be It Further Resolved, that \_\_\_\_\_ of this Corporation (is) (are) authorized to sign the Positive Pay Agreement on behalf of the Corporation;

Be It Further Resolved, that \_\_\_\_\_ of this Corporation (is) (are) authorized to sign the ezDeposit Service Agreement on behalf of the Corporation;

Be It Further Resolved, that \_\_\_\_\_ of this Corporation (is) (are) authorized to sign the ACH Origination Agreement on behalf of the Corporation;

Be It Further Resolved, that each of the foregoing resolutions shall also be understood to apply in full to any account, transaction or property at or with any facility or facilities or branches of the Bank;

Be It Further Resolved, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the Bank, but if the authority or modification has been terminated by operation of law without such notice, it is resolved and hereby agreed, for the purpose of inducing the Bank to act thereunder, that the Bank shall be saved harmless from and indemnified by the Corporation with respect to, any loss suffered or liability incurred by it, including attorneys' fees, in so acting after such revocation or termination without such notice.

I Further Certify, that the following named persons are the officers of this Corporation, duly qualified and now acting as such:

President \_\_\_\_\_ Asst. Secretary \_\_\_\_\_
Vice President \_\_\_\_\_ Asst. Treasurer \_\_\_\_\_
Vice President \_\_\_\_\_ Secretary \_\_\_\_\_
Treasurer \_\_\_\_\_





Cash Management  
CORPORATE RESOLUTION

In Witness Whereof, I have hereunder subscribed by name and affixed the seal of the said Corporation, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Secretary

SEAL  
IMPORTANT  
Imprint Seal of  
Corporation Here,  
if Required by Law.

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public -State of Florida: sign \_\_\_\_\_ print \_\_\_\_\_

Affix Seal Below :



# BUSINESS SOLUTIONS OFFICER WORKSHEET



## GENERAL INFORMATION

Customer Name: \_\_\_\_\_  New  
 Existing

Length of time with Bank: \_\_\_\_\_

Average Combined Deposit Balance: \$ \_\_\_\_\_ Number of NSF's (last 12 months): \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Did you visit the merchant's place of business?  Yes  No

Date of visit: \_\_\_\_\_ Time of visit: \_\_\_\_\_

Person you spoke to: \_\_\_\_\_ Position: \_\_\_\_\_

Contact telephone number: \_\_\_\_\_

Location of business:  Retail Store Front  Private Residence  Office Suite  Other  
Does Merchant:  Own  Rent  Lease Location Property

How long has merchant been in business at this location? \_\_\_\_\_

Did it appear to be adequate inventory for this type of business?  Yes  No

Please describe/explain: \_\_\_\_\_

If merchant provides services rather than goods, describe the type of services provided: \_\_\_\_\_  
\_\_\_\_\_

Were business hours posted?  Yes  No

Is the business located in a building with permanent exterior sign?  Yes  No

If yes, how does the sign read? \_\_\_\_\_

Merchant Site Inspection completed by: \_\_\_\_\_  
Name Title

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# BUSINESS SOLUTIONS OFFICER WORKSHEET

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## ezPay - ACH ORIGATION

### CREDIT ORIGATION

Maximum recommended value

Approved Standard Entry Class Codes:

CCD                       PPD

Maximum Dollar Amount \$ \_\_\_\_\_ Maximum frequency \_\_\_\_\_

### DEBIT ORIGATION

Maximum recommended value

Approved Standard Entry Class Codes:

CCD                       PPD

Maximum Dollar Amount \$ \_\_\_\_\_ Maximum frequency \_\_\_\_\_

ACH Origination analysis completed by: \_\_\_\_\_  
Name Title

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

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## ezDeposit - REMOTE DEPOSIT CAPTURE

### DEPOSITS

Maximum recommended value

Maximum Dollar Amount \$ \_\_\_\_\_ Maximum frequency \_\_\_\_\_

RDC analysis completed by: \_\_\_\_\_  
Name Title

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_





## EzDeposit Account Linking Authorization

“Company” means each of the entities signing this Authorization.

**1. Authorization.** The signer(s) for each Company executing this Authorization acknowledge and agree that they have all necessary authority to execute and deliver this Authorization on behalf of the Company and to perform the obligations hereunder. This Authorization has been duly authorized by all necessary and appropriate action and the signer(s) have the authority to do so. Upon execution, this Authorization will be a valid and binding obligation and enforceable in accordance with its terms. The signer(s) acknowledge that they have read this Authorization carefully and agree to its terms and conditions. The signer(s) have retained a copy for their respective Company’s records.

**2. Linkage.** Each Company represents and warrants that it has entered into a ezDeposit Services Agreement (“Agreement”) with the First National Bank of South Miami (the “Bank”) authorizing the Bank to provide certain remote deposit electronic capture service (“Service”). The Service permits each Company to make deposits as specified in Agreement by linking certain designated deposit Accounts held by the Company at the Bank (“Accounts”). Each Company acknowledges it is a separate and distinct legal entity. The creation of a service for the linked Accounts is a decision made by each Company based on its opinion that these links are within its rights and are not in violation of any laws. The Administrator(s) (as defined in the Agreement) will have access to make deposits to the Accounts. In addition, the Administrators may authorize Users (as defined in the Agreement) to have deposit access to the Accounts.

**3. Indemnification and Hold Harmless.** Each Company, jointly and severally, agrees to indemnify and hold harmless the Bank against any and all manner of action or actions , cause or causes of action, suits , debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, damages, judgments, executions, claims, losses, costs, expenses and demands whatsoever, in law or in equity, which the Company may ever have or which any personal representative, successor, heir or assign of the Company may have against the Bank or its directors, officers, employees, agents, representatives, successors or assigns by reason of any matter arising out of or in connection with the use of Service where the Bank has complied with the instructions it has received with regard to the Agreement. Each Company, jointly and severally, agrees to further hold harmless the Bank and its directors, officers, employees, agents, representatives, successors or assigns from any and all attorney’ s fees it may incur in any manner including trial, appellate and bankruptcy fees, in connection with any matters arising out of the Agreement. In WITNESS WHEREOF the Company has caused this Authorization to be duly executed.

COMPANY NAME	CUSTOMER SIGNATURE	PRINTED NAME	TITLE	DATE





EzDeposit Account Linking Authorization

Table with 5 columns: COMPANY NAME, CUSTOMER SIGNATURE, PRINTED NAME, TITLE, DATE. Multiple empty rows for data entry.

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public -State of Florida: sign \_\_\_\_\_ print \_\_\_\_\_

Affix Seal Below :

Accepted and acknowledge by:

FIRST NATIONAL BANK OF SOUTH MIAMI

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

