



Commercial PC Banking PLUS Agreement

This Agreement is made this _____ day of _____, 20____, by and between _____ (the "Company", "you", or "Customer") and Presidential Bank (the "Bank," or "Financial Institution") and sets forth the Customer's and Bank's rights and responsibilities concerning any and all transaction requests made through the **Commercial PC Banking PLUS** service.

Agreement. This **Commercial PC Banking PLUS** Agreement establishes the terms and conditions for electronic access to your accounts using the **Commercial PC Banking PLUS** electronic banking system (the "System"). By signing below, you agree to the terms of this Agreement.

Definitions. As used in this Agreement, the following terms have the meanings given below:

“**Company**”, “**You**”, “**Your(s)**”, “**User**” and similar terms mean the account holder and anyone else authorized by that account holder to exercise control over or access to Accounts or the System.

“**We**”, “**Us**”, “**Our**”, and “**Bank**” and similar terms mean Presidential Bank.

“**System Services**” or “**Services**” means the services provided pursuant to this Agreement.

“**Account(s)**” means your accounts with us that are accessed through the System.

“**Business Day**” means Monday through Friday, excluding Federal Reserve holidays.

“**ACH**” means a transaction processed through the Automated Clearing House.

“**Funds Transfer**” means a Payroll, Wire Transfer, Electronic Funds Transfer Tax Payment Service, ACH originations, transfer between Accounts, or any other payment order processed by you using the System.

“**Access Codes**” means the unique login ID and password associated with each authorized User, used to prevent unauthorized access to the System.

“**Company Administrator**” means a User who has maintenance authority over Accounts, Access Codes and Services.

“**Consumer Transaction**” means a Funds Transfer to or from an Account of yours that is maintained primarily for personal, family or household purposes. A Funds Transfer is not considered to be a Consumer Transaction, even though the Funds Transfer is to or from a Consumer Account, if the Funds Transfer: (i) is through Fedwire or a similar wire transfer system; (ii) has as its primary purpose the purchase or sale of a security or commodity regulated by the SEC (or the Commodity Futures Trading Commission) or purchased or sold through a broker-dealer (or a futures commission merchant); or (iii) is otherwise not covered by the Electronic Funds Transfer Act and its implementing federal Regulation E (12 CFR Part 205).

“**Cut Off Time**” means a deadline we may establish from time to time on any business day by which we must receive instructions to have them considered for processing on that business day. The Cut Off Time may vary based on the Service.

Hours of Access. You can use the System seven days a week, twenty-four hours a day, although some or all Services may occasionally be unavailable due to maintenance or upgrades. We may treat instructions received after a Cut Off Time, or on a day not a business day, as received on the next business day.

Access. To use the System, you must have at least one checking account with us, access to an Internet service, and an e-mail address. Your Internet Browser software must support 128-bit encryption. You are responsible for the set-up, configuration, operation and maintenance of your computer, modem and all other hardware and software you use with the System. You agree that we are not responsible for any errors or failures from any malfunction outside of our control, including power interruption, delay resulting from high volumes of Internet traffic, breach of security (other than Systems under our control) or message or transfer interception in transit, or any virus or other computer problem related to the use of the Services.

Enrollment and Accounts. You must complete and return the Enrollment Form attached to us for our approval. This Agreement is not consummated unless and until we review and approve your application to use the Services, as set out in the Enrollment Form. The Enrollment Form will designate a Company Administrator. If you are approved, we will send the Company Administrator confirmation of our acceptance of your enrollment and Access Codes comprised of a Company ID and temporary password and a User ID and temporary password. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request from time to time. The System can be used to access only the Accounts that you have designated for access on your Enrollment Form. It is the responsibility of the Company Administrator to add all other company users. To change the Company Administrator the company must complete and submit a new Maintenance Form. The Company Administrator has the authority to designate the Services available to a user. The Company Administrator can establish limits on each user's authority to access information and conduct transactions. You can add or delete any of your Accounts from this Agreement by completing and submitting a new Maintenance Form. The System does not verify or authenticate any Funds Transfer or communication from a user except through the security procedures. We do not, for example, verify whether any individual who accesses the System is or is not an authorized user except through the security procedures. You are responsible for all transactions, whether or not a user is authorized, as discussed below.

Services. You can use the System to access the Services designated on the Enrollment Form, and as approved by us. The System will allow you to check the balances of your accounts, view account transactions, make stop payment requests, send service requests to the bank, request wire transfer, originate ACH, and request tax payments. Some Services may not be available to you except after special application to and approval by us. Unless specifically authorized by us, you agree to use the Services solely for business purposes and not for any consumer transactions. In addition, limitations and restrictions may apply to Services, as explained in other sections of this Agreement. We may offer additional Services in the future. We reserve the right to determine your eligibility for any Service.

Security Protocols. As identified on the Enrollment Form, we will setup an Access Code consisting of a Company ID and temporary password and a User ID and temporary password that utilizes both upper and lower case alpha and numeric characters, with a maximum of 10 characters. The User ID associated with a User's Access Code does not change; however, upon initial login to the System, you are required to change that password. You agree, upon receipt of the Access Code, to login to the System to change the password. Passwords must utilize a minimum of 8 characters, maximum of 10 characters, and include at least 2 numbers. We may communicate user ID and temporary passwords to the Company Administrator by phone or by mail. We will never inquire regarding a User's password and it should not be communicated to us or to any other person not authorized by you to use the System. Passwords should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, account numbers, and should be memorized rather than written down. Upon five unsuccessful attempts to use an Access Code, access to the System will be disabled. Your Company Administrator can re-establish authorization for other users. The Company Administrator must contact us to have the Access Code reset or to obtain a new temporary password. The new temporary password will utilize both upper and lower case alpha and numeric characters, with a maximum of 10 characters and require the Company Administrator to change the password after a successful login to the System.

Responsibility for Unauthorized Use of the System. You agree that we are authorized to act on instructions received under an Access Code associated with you. We use the Access Code as a security procedure to protect against unauthorized use of the System, including unauthorized Funds Transfers. You agree that the authenticity of Funds Transfers and other communications issued to us in your name as sender will be verified by us using the security procedures described in this and all other related agreements. A Funds Transfer request or other communication received by us after the System is accessed using an Access Code associated with you will be deemed by us to be an authorized and a valid instruction from you; we will be entitled to rely on this authority and you will be obligated and bound by all such instructions and messages even if in fact the Funds Transfer request or other communication was not authorized by you. You acknowledge that the security procedures are for the purposes of verifying authenticity and not for detecting error. Use of any Service constitutes your agreement to be bound by these terms and conditions.

You are Responsible for Confidentiality and Security. You accept responsibility for the confidentiality and security of all Access Codes. You agree to keep Access Codes secure and absolutely confidential and will inform all Users of the System that Access Codes are to be kept confidential. You agree to immediately notify us if you believe or suspect that an

Access Code may have become known by unauthorized person(s). WE WILL NOT BE LIABLE TO YOU FOR ANY UNAUTHORIZED FUNDS TRANSFER THAT WAS MADE USING AN ACCESS CODE ASSOCIATED WITH YOU OR ANY USER IF IT OCCURS BEFORE YOU HAVE NOTIFIED US OF THIS POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT UPON YOUR NOTICE. We may disable your access to the System even without receiving notice from you, if we suspect it is being used fraudulently or in an unauthorized manner, but are not required to do so.

You are Responsible for Authorization Controls for Services. You are responsible for controlling access to the Services and for any limitations placed by you on the Services that may be used by other persons. The fact that we are or may be made aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that persons may utilize the System (including inquiries, transfers, and account verification) without regard to any restrictions otherwise applicable to an Account. You agree that any arrangements with us to require one or more authorized signatures for transactions involving your Accounts do not apply to nor limit our obligation to act upon your online instructions.

You are Responsible for your Company Administrator. You agree and understand that the Company Administrator you choose may act on your behalf in all matters relative to user access and authority levels of System Services, including changing the Account(s) associated with an Access Code or a Service. You assume sole responsibility for the actions of your Company Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Company Administrator to use the Services. Authorization granted by a Company Administrator to a User to use a Service (including any Funds Transfer Service) will be deemed to be authorization granted by you. You or your Company Administrator will need to designate which Accounts will be utilized for Services, including Funds Transfers. If you or the Company Administrator links an Account that would otherwise require more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by an Access Code. This may mean that we may act upon the Funds Transfer request of only one person (e.g., to Wire Transfer funds), even though the signature card documents for the Account in question require two or more signatures on checks or otherwise imposes specific limitations on access to deposit or loan balances. As long as an instruction is accompanied by an Access Code, the transaction will be deemed authorized by you.

Risks of Loss. You assume all risks associated with disclosure, discovery or misuse of any Access Code to or by your employees or others. We are not responsible for verifying whether a Funds Transfer request or other communication is originated by you other than through the verification process contained in the security procedures of the System.

Compliance with Security Procedures/Protection of the Services. You will establish procedures to protect the confidentiality of all information relating to the Services, including all Access Codes, and will promptly notify us if you know or suspect any Access Code is stolen, compromised, or misused. You will require and implement new passwords at reasonably frequent periods, based on your assessment of the security requirements appropriate for the Services utilized by you.

Your Obligation to Review and Acknowledge Security Procedures (Schedule A). You will on an on-going basis review and implement all security procedures available in connection with the System. You will consider the size, type and frequency of Funds Transfers normally issued by you, along with any other factors relevant to you. After your review, you will notify us if your use of the System would necessitate or be better served by a level of security procedures better able to prevent unauthorized Funds Transfers.

If you fail to notify us, you acknowledge and agree that the security procedures of the System are appropriate for your needs and provide you with a commercially reasonable degree of security against unauthorized use.

Access to Account Information. You can obtain balance and other account information through the Service. Since we do not process certain information and transactions until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Some balances are provisional, and these may be identified as such (for example, as "memo posted" to your Account(s)). Whether a transaction is or is not identified as provisional, we may reverse any transaction where doing so will assist us in preventing a loss or risk of loss to us. There may be delay or lag between the time information is sent to or from the System to the time it is received from or at your computer, and Account status or information may change during that time delay.

Fees and Charges. You agree to pay our fees and charges (Schedule B) for your use of our Services, as they are set by us, and which may change from time to time. These fees are separate from and in addition to any regular Account fees and service charges that may apply to your account(s). You agree that fees and charges may be deducted from any of the Accounts maintained by you with us or any other account of yours. You agree to pay any additional charges for services you request that are not covered by this Agreement. You are also responsible for telephone, Internet service, taxes, or any third party fees or charges incurred in connection with your use of the System. We will notify you in writing of the fees and charges we establish from time to time for the Service and you agree to pay them promptly. We may, in our discretion, change such fees and charges upon 30 calendar days prior written notice.

Receipt of Funds Transfer Requests; Duplicate Instructions; Cancellation. Funds Transfer requests or other communications are deemed to be received by us only if and when the System successfully acknowledges such instructions. You will ensure you do not send us duplicate instructions via the System. We are not responsible for duplicate Funds Transfers, even if we may have been able to ascertain that the Funds Transfer was a duplicate. If you wish to cancel or amend any instruction, you may do so using the System if the System will allow such action. You have no right to cancel or amend any instruction after we have received it, except as may be accomplished using the System. You may call us if you wish our assistance, and we may at our discretion seek to assist you in canceling or amending any instruction, but are not obligated to do so. If we do, you will indemnify us in accordance with this Agreement for any losses we may suffer in connection with our efforts.

Processing Transfers Between Accounts. Account-to-Account transfer requests may be made as one-time or recurring, same day or in the future. Account transfer requests received by us through the System are posted and processed on the same day. For current day transactions, you will need to have sufficient available funds in the account that funds are to be transferred from to cover the amount of the transfer. For future or recurring transactions, you will need to have sufficient available funds on the day the transaction is to occur. If you do not have available funds, you may incur an insufficient funds fee. Please refer to our account Schedule of Fees for details. Future dated or recurring transactions scheduled for a non-business day will be processed the next business day.

Other Funds Transfer Services Agreements. Use of the System for any of the following Services serves as acknowledgement by you of the appropriate agreement and your consent to it.

Automated Clearing House (ACH) Originations. The ACH Services will be subject to the terms of this Agreement and to those of the Automated Clearing House (ACH) Origination Agreement.

Tax Service. The Tax Payment Services will be subject to the terms of this Agreement and those of the Electronic Federal Tax Payment Service Agreement.

Wire Transfers. The Wire Transfer Services will be subject to the terms of this Agreement and to those of the Wire Transfer Agreement.

Sole Proprietor. If you are a sole proprietor, refer to our Electronic Funds Transfer Disclosure for additional rights that you have regarding consumer transactions. All non-Consumer transactions by you remain governed by this Agreement.

Stop Payments. You may submit stop payment requests via the System for paper checks you have written which have not posted to your Account. If the stop payment request is received after 4:00 pm Eastern Standard Time, the stop payment will be processed on the next business day. Your stop payment request will need to reach us in sufficient time for us to process the request before the paper item has been paid. The check covered by the stop payment request must be described exactly, to include check number, date of issuance, exact amount of check, and payee. If you make a stop payment request, you agree:

- To indemnify and hold us harmless from all liability, damage and expense incurred for refusing payment of the check.
- That the order shall automatically terminate if the Account on which the check is drawn is closed.
- To notify us in writing to release the order if and when the reason for the stop payment ceases to exist.
- That the order will expire and be of no further effect six months from date of its receipt by us unless earlier released or renewed by you in writing.
- Despite proper completion and delivery of a stop payment order, you are still liable on the check to any subsequent holder in due course. If the check for any reason is paid over the stop payment order, we may avail ourselves of remedies at law to recover the loss.

- That you are responsible for researching your records to determine whether the check you wish to place a stop payment order has in fact paid previous to the time of your placement of the stop order. If you do place a stop payment order after it has been paid, you may be assessed a stop payment fee even though the check has been and will remain paid.

Overdrafts. Credits to your account will be made in accordance with our standard funds availability policy. If your Account has insufficient funds to perform all electronic fund transfers and other payments from the account for a given business day, then:

- Funds transfers initiated through the System that would result in an overdraft of your account may, at our discretion, be canceled.
- In the event the electronic fund transfers initiated through the System that would result in an overdraft of your account are not canceled, overdraft charges may be assessed, pursuant to the terms of any deposit agreement for that account.
- Items may be dishonored or otherwise returned to avoid an overdraft.
- You authorize us to seek the return of any previously sent funds transfers.

Automated Clearing House (ACH) Originations. Electronic payments made through the Automated Clearing House (ACH) are subject to the rules set by the National Automated Clearing House Association (NACHA), as amended from time to time, and you agree to be bound by the Operating Rules of the ACH and all laws and regulations of the United States. You can obtain a copy of the Rules by contacting NACHA at 13665 Dulles Technology Drive, Suite 300 Herndon, VA 20171.

Compliance with Applicable Laws, Rules and Regulations. You agree not to use the System in violation of, and you must comply with, all laws, rules or regulations applicable to you, to us and to the System. Without limiting the foregoing, you agree not to use the System in violation of federal sanctions laws administered by the Office of Foreign Asset Controls. You agree to indemnify, defend and hold us harmless for any action or inaction by you that causes harm to us, if your action or inaction is a violation of any provision of this Section. We may act (or refuse to act) at any time and from time to time in a manner deemed by us in good faith to be appropriate or required under any law, rule or regulation applicable to us, and you agree that we will not be liable for any harm suffered by you as a result.

Limits on System Transactions. Federal regulations limit the number of certain types of transfers from certain interest bearing accounts; specifically savings and money market accounts. You are limited to six pre-authorized electronic fund transfers and telephone transfers (including System transactions, checks and point-of-sale transactions) per month. Of these six transactions, you are limited to no more than three transactions per month by check, draft or similar order from money market accounts. (Savings accounts are not eligible for these types of transactions). Each Fund Transfer through the System from your savings or money market deposit account is counted as one of the transactions you are permitted each month. Demand deposit accounts are not subject to these transfer limitations. All transfers between accounts or to third parties are subject to there being sufficient available funds to cover the amount of the transfer request in the affected Account. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any funds transfer or request for you. If we allow transfers to be processed against insufficient funds, we are not obligated to continue that practice. We may from time to time impose lower limits on the amount of any funds transfers or requests. We will communicate these limits to you if they are imposed.

Security Interest in Accounts. You grant us a security interest in all Accounts or other deposits (whether general or special) of yours with us, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to ninety (90) days following the expiration of any return or chargeback rights regarding any funds transfers or ACH entry by you using the System or, if later, until any other claims to such funds have expired.

Disclosure of Account Information and Transfers. You agree that information about your Accounts or the transfers you make may be disclosed by us to others, both in connection with our providing the Services and for other business purposes. For example, we may disclose personal information to third parties in the following cases, and others:

- If we have entered into an agreement with another party to provide any of the Services.
- If it is necessary for completing transfers or otherwise carrying out your instructions.
- If it is necessary to verify the existence and condition of an Account for a third party.

- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- If you otherwise give us your specific permission.

Periodic Statements. You will receive a monthly checking and savings account statement. Your statement will include all transactions that occurred during the month in your Accounts. There will not be a separate statement for banking transactions you make using the System. Transfers to and from your Accounts using the System will appear on the respective periodic statements for your Accounts. You will not receive separate confirmation of transfers to or from your Accounts through the System, other than the information provided to you using the System. The Company agrees to notify the Financial Institution promptly of any discrepancy between the Company's records and the information shown on any such periodic statement. If the Company fails to notify the Financial Institution within 30 days of receipt of a periodic statement, the Company agrees that the Financial Institution shall not be liable for any other losses resulting from the Company's failure to give such notice.

Your Right to Terminate. You may cancel your System Services at any time by providing us with written notice. Your access to the System will be suspended within three (3) business days of our receipt of instructions to cancel your System Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation. Any unprocessed transactions including future dated and recurring transactions, will be cancelled as a result of termination of your System Service.

Our Right to Terminate. You agree that we can terminate or limit your access to the System Service or any particular service for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion. Any unprocessed transactions including future dated and recurring transactions will be cancelled as a result of termination of your System Service.

Inactivity. We may remove access to the System if it is not used for over one hundred and eighty (180) days, without prior notification from us to you. If your access is removed, you must contact us to have a new access created. Any unprocessed transactions associated with the cancelled access, including future dated and recurring transactions, will be cancelled.

Communications Between You and Us. You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur on the Internet. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided by the System.

Your Duty to Notify Us of Error. If you fail to notify us within 60 days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from asserting any lack of authorization or any error against us.

Data Recording. Your usage of the System may be maintained as part of our records. You consent to such recordkeeping.

Consent to Electronic Communication. You agree that any notice or other communication may be provided to you by us electronically (including by e-mail to you or by posting on our web site). You agree to notify us immediately of any change in your e-mail address. Any communication we make will be considered made when transmitted or posted by us.

Change in Terms. We may change the terms of this Agreement at any time. We may provide you with notice of the change electronically, as described above. Your continued use of any Service offered through the System indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

Limitation on Liability. As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly as reasonably possible, but in no event later than five (5) business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. This paragraph shall survive termination of this Agreement by either party.

NO CONSEQUENTIAL DAMAGES. IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK.

Indemnity. You will indemnify, defend and hold us harmless from any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees), which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement.

Governing Law. This Agreement is also subject to applicable federal laws and the laws of the State of Maryland (except to the extent this Agreement can and does vary such rules or laws, and excluding Maryland rules governing conflicts of law). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Miscellaneous. All times in this Agreement are in local time of the Bank. This Agreement, together with the Enrollment Form, constitutes the entire agreement between you and us with respect to the Services, except as expressly provided herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with us (such as for loans or other Services), continue to apply except as specifically altered by this Agreement. This Agreement shall be effective when we accept and agree to it, as evidenced by the signature of a Bank officer below. You represent and warrant that this Agreement once duly executed and delivered by both parties, will be a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with us in all manner reasonably requested by us, including providing us with information about you and executing and delivering to us any documents reasonably requested by us to further the purposes of this Agreement.

Attached (as part of this Agreement):

- ACH Origination Agreement
- Wire Transfer Agreement
- Electronic Federal Tax Payment Service Agreement
- Security Procedures - Schedule A
- Schedule of Fees - Schedule B
- Enrollment Form

Commercial PC Banking PLUS

Automated Clearing House (ACH) Origination Agreement

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entries" shall have the meaning provided in the *Rules* and shall also mean the data received from the Company hereunder from which the Financial Institution prepares entries.

ACH Rules: When engaging in any transaction through the ACH you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the *Rules*), as amended from time to time. You can obtain a copy of the *Rules* from NACHA at 13665 Dulles Technology Drive, Suite 300 Herndon, VA 20171; instructions for obtaining a copy of the *Rules* is also available at www.nacha.org. The Company agrees to comply with and be bound by the *Rules*. In the event the Company violates any of the applicable *Rules* and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the fine to the Company. The Financial Institution agrees to inform the Company of revisions to the *Rules* of which the Financial Institution has knowledge. The Bank's current process does not support the origination of IAT's (International ACH Transactions).

U.S. Law: It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the state of Maryland.

Security Procedures: The Company and the Financial Institution shall comply with the security procedure requirements described in the attached Schedule A with respect to entries transmitted by the Company to the Financial Institution.

Processing, Transmittal and Settlement by Financial Institution:

- (a) Except as provided in Security Procedures, the Financial Institution shall (i) process entries received from the Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank, Richmond (the "ACH Operator"), and (iii) settle for such entries as provided in the *Rules*.
- (b) The Financial Institution shall transmit such entries to the ACH Operator by the deadline of the ACH one business day prior to the Effective Entry Date shown in such entries, provided (i) such entries are received by 4:00 pm Eastern Standard Time on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day.
- (c) If any of the requirements of clause (i), (ii), or (iii) listed above are not met, the Financial Institution shall use reasonable efforts to transmit such entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

Rejection of Entries: The Financial Institution shall reject any entry which does not comply with the requirements of this Agreement, or which contains an Effective Entry Date more than 2 days after the business day such entry is received by the Financial Institution. The Financial Institution shall have the right to reject any entry if the Company has failed to comply with its account balance obligations. The Financial Institution shall notify the Company by phone or electronic transmission (email) of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH Operator. The Financial Institution shall have no liability to the Company by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

Cancellation or Amendment by Company: The Company shall have no right to the cancellation or amendment of any entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company for cancellation of an entry prior to transmitting it to the ACH Operator.

Notice of Returned Entries: The Financial Institution shall notify the Company by phone or electronic transmission (email) of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt.

Reinitiation of Entries: The Company may not reinitiate entries except as prescribed by the *Rules*.

Payment: The Company shall pay the Financial Institution the amount of each entry transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such entry as the Financial Institution, at its discretion, may determine, and the amount of each on-us entry at such time on the Effective Entry Date of such entry as the Financial Institution, at its discretion, may determine.

The Account: The Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the Commercial PC Banking PLUS Agreement, and shall credit the account for any amount received by the Financial Institution by reason of the return of an entry transmitted by the Financial Institution for which the Financial Institution has previously received payment from the Company. Such credit shall be made as of the day of such receipt by the Financial Institution. The Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Financial Institution may debit any account maintained by the Company with the Financial Institution or any affiliate of the Financial Institution or that the Financial Institution may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligations under this Agreement.

Company Representations and Agreements; Indemnity: The Company agrees that (a) each person shown as the Receiver on an entry received by the Financial Institution from the Company has authorized the initiation of such entry and the crediting/debiting of its account in the amount and on the Effective Entry Date shown on such entry, (b) such authorization is operative at the time of transmittal or crediting/debiting by the Financial Institution as provided herein, (c) entries transmitted to the Financial Institution by the Company are limited to those types of entries agreed upon by the Bank during the Enrollment process, (d) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Company shall be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision thereof making payment of an entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver. The Company shall indemnify the Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

Liability; Limitations On Liability; Indemnity:

- (a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any entry received from the Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an entry by such Receiver or Receiving Depository Financial Institutions), and not such person shall be deemed the Financial Institution's agent. Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Financial Institution is responsible for, any act of omission by the Company or any other person described in this Section.
- (b) In no event shall the Financial Institution be liable for any consequential, special punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- (c) The Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Financial Institution is otherwise violating any provision of any

risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) As a condition precedent to any liability of ours, you must notify us in writing of any alleged negligence or breach of this Agreement by us as promptly as reasonably possible, but in no event later than five (5) business days following the day on which such alleged negligence or breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, will not exceed an amount of the fees charged by us to you for your use of the Services during the 3-month period preceding the date of the alleged negligence or breach. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. This paragraph shall survive termination of this Agreement by either party.

Compliance with the Security Procedures:

(a) If an entry (or a request for cancellation or amendment of an entry) received by the Financial Institution purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's entry and the Company shall be obligated to pay the Financial Institution the amount of such entry even though the entry was not authorized by the Company, provided the Financial Institution acted in compliance with the security procedure referenced in Schedule A.

(b) If an entry received by the Financial Institution was transmitted or authorized by the Company, the Company shall be obligated to pay the amount of the entry as provided herein, whether or not the Financial Institution complied with the security procedure referred to in Schedule A and whether or not that entry was erroneous in any respect or that error would have been detected if the Financial Institution had complied with such procedure.

Inconsistency of Name and Account Number: The Company acknowledges and agrees that, if an entry describes the Receiver inconsistently by name and account number, payment of the entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Financial Institution in the case of an on-us entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the entry to the Financial Institution is not excused in such circumstances.

Notifications of Change: The Financial Institution shall notify Company of all notifications of change received by the Financial Institution related to entries transmitted by the Company by (mail, fax, electronic transmission, etc) no later than two banking days after receipt thereof.

Payment for Services: The Company shall pay the Financial Institution the charges for the services provided for herein set forth in the Fee Schedule (Schedule B). Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between the Financial Institution and the Company with respect to the account.

Fees and Charges: Refer to Schedule B.

Amendments: From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.

Termination Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. All changes to Authorized Representatives must be presented by the completion of an amended Enrollment Form.

(c) You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

Data Retention: The Company shall retain data on file adequate to permit remaking of entries for 10 days following the date of their transmittal by the Financial Institution as provided here, and shall provide such data to the Financial Institution upon its request.

Third Parties: The Company shall assume full liability for any action made by any third-party processor used by the Company at its discretion to initiate entries on its behalf.

Reversing Entries: The Company shall notify the Receiver that a reversing entry has been transmitted to the Receiver's account no later than the settlement date of the reversing entry. This notification may be made by the Company's method of choice (fax, telephone, etc.)

Termination: You may cancel your System Services at any time by providing us with written notice. Your access to the System will be suspended within three (3) business days of our receipt of instructions to cancel your System Service from any person purporting to represent you. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation. Any unprocessed transactions including future dated and recurring transactions, will be cancelled as a result of termination of your System Service.

You agree that we can terminate or limit your access to the System Service or any particular service for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion. Any unprocessed transactions including future dated and recurring transactions will be cancelled as a result of termination of your System Service.

ACH Exposure Limit Documentation: In the event services requested by you may result in credit exposure to Presidential Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

Availability and Alternatives: The Company can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. The Bank will use reasonable efforts to post notice of any extended periods of non-availability on its website. If the Company is unable to access the System for any reason, the Company can contact Customer Service for loan and deposit information and to otherwise transact on the Account. If the Company believes that alternative means of Funds Transfers are needed to mitigate the risks that the System is unavailable, the Company must contact the Bank and arrange for alternative procedures for submitting and verifying the Funds Transfer requests.

Commercial PC Banking PLUS

Wire Transfer Agreement

Access: In order to obtain Wire Transfer functionality, the Customer must be a commercial customer of the Bank and have a valid Commercial PC Banking PLUS user ID and password that allows access to the Wire Transfer features. Wire Transfer service must be approved by the Bank before it is issued.

Fees and Charges: Refer to Schedule B.

Business Day: Our business days are Monday through Friday. Holidays are not included.

Cut-off Times: The following cut-off times apply to wire transfer requests received through the Commercial PC Banking PLUS system. Requests received after the cut-off time are processed the next business day. **All wire transfer requests must be received no later than 3:00 pm Eastern Standard Time** (Foreign/International wires may take 3 or more business days to reach the beneficiary).

Security Procedures. The Company and the financial institution shall comply with the security procedure requirements described in the Security Procedures (Schedule A) with respect to entries transmitted by the Company to the financial institution.

Compliance with the Security Procedures:

(i) If a wire transfer request is received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's entry and the Company shall be obligated to pay the financial institution the amount of such entry even if the entry was not authorized by the Company, provided the financial institution acted in compliance with the security procedure referenced in the Security Procedures.

(ii) If a wire transfer request received by the financial institution was transmitted or authorized by the Company, the Company shall be obligated to pay the amount of the entry as provided herein, whether or not the financial institution complied with the security procedure referred to in Security Procedures and whether or not that entry was erroneous in any respect or that error would have been detected if the financial institution had complied.

Wire Transfer Instruction: Customer certifies that the information contained in each Wire Transfer request is true, complete and accurate.

Execution: Bank will use its best effort to execute each properly authorized Wire Transfer request on the day of receipt if (i) Bank receives the request before Bank's cut-off time, and (ii) the day of receipt is a Wire Transfer business day. Bank may change the cut-off time without prior notice to Customer. Cut-off times are displayed within the Commercial PC Banking PLUS system.

Rejection of Wire Transfer Request: The Bank may, at its sole discretion, reject any Wire Transfer request

(i) which exceeds the collected and available balance in the designated account, (ii) involves funds subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal, or (iii) contains incorrect, inconsistent, ambiguous, or missing information. Bank shall incur no liability to Customer for any loss associated by Bank's refusal, with or without notice to the Customer, to honor wire transfer request.

Cancellation: Customer shall have no right to cancel or amend a Wire Transfer request after it is received by the Bank. However, the Bank shall use reasonable efforts to act on a request by Customer to cancel or amend a request prior to executing it, but shall have no liability if cancellation or amendment is not effected.

Inconsistency of Name and Account Number: The Company acknowledges and agrees that, if a Wire Transfer request describes the beneficiary inconsistently by name and account number, payment of the entry transmitted to the beneficiaries financial institution might be made on the basis of the account number even if it identifies a person different from the named beneficiary, and that the Company's obligation to pay the amount of the entry to the financial institution is not excused in such circumstances.

Limitation of Liability: Except as otherwise required by the State of Maryland, Bank shall not be liable for any loss or liability arising from (i) any inaccuracy, or failure to act on the part of any person not within the Bank's reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to Bank or Customer; (ii) the failure of other financial institutions to accept payment orders; (iii) Customer's negligence or breach of this Agreement; (iv) any ambiguity or inaccuracy in any instruction or in the information set forth in this

Agreement given to Bank by Customer; or (v) any error, failure or delay in execution of any Wire Transfer request, or cancellation or amendment, including, without limitation, any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control..

Provided that bank has complied with this Agreement, Customer agrees to indemnify and hold Bank and its directors, officers, employees, agents, and attorneys harmless against any claim of a third party arising from or in connection with this Agreement or Bank's performance or wire transfer services for Customer. Customer agrees to take any and all reasonable action to mitigate any potential or actual Bank loss or liability hereunder. In all cases, Bank's liability for any act or failure to act under this agreement shall be limited to the resulting direct loss, if any, of Customer and payment of interest. UNDER NO CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, including without limitation, loss, or damage from subsequent wrongful dishonor resulting from Bank's act or omissions under this Agreement.

Force Majeur: Notwithstanding any other provision of this Agreement, bank shall not be liable for any loss, expense, failure to perform, or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical or communication line failures, acts of third parties (including without limitation any messenger, telephone, or delivery service), acts of God, or any other cause or causes which are beyond Bank's reasonable control.

Waiver: Customer acknowledges that any wire transfer request executed by bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirements under the federal Bank Secrecy Act and its implementing regulations. Customer acknowledges and agrees that Bank may capture and transmit information regarding Customer (for example, Customer's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers, and beneficiary's account number) as part of processing the wire transfer request. Customer agrees to assist Bank in connection with any requirements imposed on Bank in fulfilling bank's obligation in this regard.

Amendments: From time to time the financial institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the financial institution's notice to the Company.

Termination Notices, Instructions, Etc:

(a) Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The financial institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. All changes to Authorized Representatives must be presented by the completion of an amended Enrollment Form.

(c) You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur on the Internet. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided by the System.

Exposure Limit Documentation: In the event services requested by you may result in credit exposure to Presidential Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

Availability and Alternatives: The Company can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled system maintenance. The Bank will use reasonable efforts to post notice of any extended periods of non-availability on its website. If the Company is unable to access the System for any reason, the Company can contact Customer Service for loan and deposit information. If the Company believes that alternative means of Funds Transfers are needed to mitigate the risks that the System is unavailable, the Company must contact the Bank and arrange for alternative procedures for submitting and verifying the Funds Transfer requests.

Commercial PC Banking PLUS Electronic Federal Tax Payment Service Agreement

Description: The service will allow you to transfer funds from your account(s) with us (a "Tax Transfer") to pay your federal payroll taxes to the Internal Revenue Service (the "IRS") and to pay certain other Federal taxes listed from time to time in our **Commercial PC Banking PLUS** service. Each transfer will be a "Tax Transfer" under this Agreement. You may initiate tax transfers using the **Commercial PC Banking PLUS** system.

Access: Before receiving the Service, you must complete, sign, and deliver to us a **Commercial PC Banking PLUS** Agreement and Enrollment Form, and such other documents and instruments as we may request. You must have already registered for EFTPS – Through a Financial Institution. Registration can be established at www.EFTPS.gov. We will inform you when the Service is operational for you.

Initiating Tax Transfers by EFT: You agree to initiate Tax Transfers by Electronic Funds Transfer ("EFT"). This will allow you to originate an Automated Clearing House ("ACH") credit in the amount of any tax payment from your designated account with us ("the Account"), to the account at the Federal Reserve or other financial institution of the governmental agency or entity owed the tax. All EFT Tax Transfers will be made in accordance with the terms of this Agreement, and the Operating Rules of the National Automated Clearing House Association ('NACHA Rules').

- Through **Commercial PC Banking PLUS**, you will transmit to us your Credit Entries in accordance with the Agreement and the NACHA Rules, and we, as an Originating Depository Financial Institution ('ODFI'), will originate your requests for the deposit of money to the deposit accounts of Receivers ("Credit Entries"). You understand that we may reject your Credit Entries for any reason permitted in the NACHA Rules or the Agreement.
- In this Agreement the "Security Procedures" describe what steps you and we must take to attempt to detect unauthorized Credit Entries. You agree to be bound by any Credit Entry (i) authorized or transmitted by you or (ii) made in your name and accepted by us in good faith in compliance with the Security Procedures, even if not properly authorized by you. If we take any actions beyond those described in the Security Procedures, in an attempt to detect unauthorized Credit Entries or to detect errors in the transmission or content of your Credit Entries, you agree that no matter how many times we take these actions (i) they will not become part of the Security Procedures and (ii) we will not be liable in any situation for failing to take or correctly perform these actions.
- On the date we originate a Credit Entry, we will debit the Account for the amount of the Credit Entry. If any Credit Entry is rejected by us, deleted at your request or returned to us, we will credit the Account.
- We will notify you of any Credit Entry we reject on or before the Settlement Date for that Credit Entry. You agree that rejection of a Credit Entry on or before its Settlement Date is timely rejection and that we will not have any liability to you because of the rejection or because you did not receive the notice of the rejection before the Settlement Date.
- You represent and warrant with respect to all Credit Entries we originate for you that on the dates the entries are effective, on the dates they are originated, and on the dates we debit the Account for the Entries, (i) each Receiver has authorized the crediting of its account, and (ii) each Credit Entry is in all other respects properly authorized. You agree to indemnify us for any losses, liabilities, costs or expenses we suffer or incur as a result of any breach of these representations and warranties. You understand that under the NACHA Rules (i) payment of a Credit

Entry to the Receiver by the Receiving Depository Financial Institution ('RDFI') is provisional until receipt by the RDFI of final settlement for the Credit Entry, (ii) if final settlement is not received the RDFI will be able to obtain from the Receiver a refund of the amount credited to the Receiver's account, and (iii) you will not have paid the Receiver the amount of the Credit Entry.

- We will determine the funds transfer system or other third party communications system and the means by which each Credit Entry will be originated.
- You agree that all persons or entities employed by you to prepare, process or transmit your Credit Entries to us will be deemed your agents and will be subject to the same requirements as you under the Agreement, including, among other things, compliance with the Security Procedures and the NACHA Rules.

Procedures for Initiating Transfers: Transfers under the EFT option are initiated using **Commercial PC Banking PLUS**. In order to initiate a Tax Transfer, you must log on with your Company ID and password and a User ID and password. After you log on, you will select the Federal Tax Payment link.

Security Procedures:

- a) You agree to initiate Tax Transfers using the procedures contained in this Agreement.
- b) Access to the Service is by means of a User ID and password. Your Company Administrator can establish user ID and passwords with access to the service.
- c) EACH USER YOUR COMPANY ADMINISTRATOR ESTABLISHES WITH ACCESS TO THIS SERVICE SHALL ASSUME THE ENTIRE RESPONSIBILITY AT ALL TIMES FOR THE SUPERVISION, MANAGEMENT, CONTROL AND CONFIDENTIALITY OF ACCESS CODE AND PASSWORD AND ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ACCESS CODE OR PASSWORD. YOU UNDERSTAND THAT FAILURE TO PROTECT ACCESS CODE AND PASSWORD INFORMATION MAY ALLOW AN UNAUTHORIZED PERSON OR ENTITY TO ACCESS THE ELECTRONIC FEDERAL TAX PAYMENT SERVICE. You agree to develop and put in place internal procedures to limit such risk, including, among other things, (i) changing user password at least once every 60 days, (ii) changing the company password each time an employee who had access to the password leaves your company or is reassigned, (iii) keeping your password under secure conditions. You also agree to notify us immediately if you know or suspect that the confidentiality of your ACCESS CODE or your password has been breached.

Accuracy of Data: You must provide to us the data and information necessary to enable us to inform the government agency or entity to be paid any tax of the payment of the tax within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of such data and information furnished by you.

Cutoff Time: Any Tax Transfer initiated on any Banking Day (a day on which we are open to provide the Service, other than Saturdays, Sundays or bank holidays) prior to our cut off time will be made on that Banking Day.

If you initiate a Tax Transfer after the cutoff time or on a day that is not a Banking Day, the Tax Transfer will be made on the next day that is a Banking Day. Tax Transfers must be initiated one Banking Day prior to the date the tax payment is due to the taxing authority (the "Transfer Initiation Deadline"). If you initiate a Tax Transfer after the Tax Transfer Cutoff Time, we shall have no liability for any penalty imposed by any taxing authority. Our record of customer transmissions shall be deemed correct and complete.

Acceptance of Transfer Requests: You agree to be bound by any request for a Tax Transfer if it is authorized or transmitted by your or, even if it is not properly authorized by you, if it is made in your name and accepted by us in good faith and in compliance with the security procedures specified in this Agreement. A request for a Tax Transfer may not be accepted by us or the making of a requested Tax Transfer may be delayed if the Tax Transfer would (i) exceed the available funds in the Account on Transfer Initiation Deadline, (ii) cause us to violate any applicable laws or regulations, or (iii) cause us to exceed any limitation on our intra-day net funds position established in accordance with Federal Reserve or other regulatory risk control program. If we do not accept a request for a Tax Transfer or must delay making a requested Tax Transfer, we will attempt to notify you by telephone.

No Verification of Transfer Requests: We are under no obligation whatsoever at any time to verify any Tax Transfer request, and will have no liability to you for any time failing to investigate or verify any Tax Transfer request.

Confirmations: We will confirm each Tax Transfer by an email to the email address provided by the Company in the Commercial PC Banking PLUS Agreement & Enrollment Form and by an entry on your statement of account. You will notify us of any erroneous or unauthorized Tax Transfer as soon as you learn of it, but in no case later than 14 calendar days after our initial notice to you of the Tax Transfer.

Debits to Accounts for Transfers: You hereby authorize us to debit the Account for all Tax Transfers made by us from such Account. You agree to maintain in each Account at all times good and sufficient funds to cover all Tax Transfers out of such Account. If sufficient good funds are not maintained in an Account to cover fully a Tax Transfer out of such Account, we will have no obligation to perform the Service for you to make any Tax Transfer out of such Account for you even if you have instructed us to do so.

Amendments and Cancellations of Tax Transfer Requests: We shall have no obligation to attempt to act upon any instruction to amend or cancel a Tax Transfer after it is transmitted to us in accordance with this Agreement. Should we attempt to do so, we shall have no obligation or liability to you if we are unable to do so. After we have made a Tax Transfer, it cannot be canceled, amended or reversed.

Records, Information and Audits: You agree to determine promptly the accuracy of all records and information regarding the Service or any transfer delivered by us to you and to notify us immediately of any errors in such records or information. Nothing in this Agreement shall relieve you from (i) any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or (ii) any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

Responsibility for Paying Taxes: Any interruption in the Service for any reason beyond our control will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for any failure by you in such circumstances to pay any tax. Your tax payment is due regardless of Commercial PC Banking PLUS availability. In case of an emergency, you can always make your tax payment by calling the EFTPS Voice Response System at 1-800-555-3453. Follow the prompts to make your payment.

Changes in Services: You agree to follow the procedures, instructions and conditions for the use of the Service contained in this Agreement and in any notices, guides, manuals, materials, documents or instructions furnished to you by us. We may at any time withdraw, modify or change the procedures for using the Service. You will be notified of major modifications to the Service or instructions for using the Service at least 15 calendar days before such modifications to the Service are made. Your use of the Service after any such modification becomes effective will evidence your acceptance of the modification. If you do not accept any modification, you may terminate the Service or this Agreement as provided in the TERMINATION Section of this Agreement.

Fees and Charges: Refer to Schedule B.

Changes to Information: Except as provided otherwise in this Agreement, the information on any Enrollment Form can only be changed by delivering a new Enrollment Form to us. Each completed Enrollment Form must be sent to us.

Limitation of Liability: Except as otherwise required by the State of Maryland, Bank shall not be liable for any loss or liability arising from (i) any inaccuracy, or failure to act on the part of any person not within the Bank's reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to Bank or Customer; (ii) the failure of other financial institutions to accept payment orders; (iii) Customer's negligence or breach of this Agreement; (iv) any ambiguity or inaccuracy in any instruction or in the information set forth in this Agreement given to Bank by Customer; or (v) any error, failure or delay in execution of any Wire Transfer request, or cancellation or amendment, including, without limitation, any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control..

Provided that bank has complied with this Agreement, Customer agrees to indemnify and hold Bank and its directors, officers, employees, agents, and attorneys harmless against any claim of a third party arising from or in connection with this Agreement or Bank's performance or wire transfer services for Customer. Customer agrees to take any and all reasonable action to mitigate any potential or actual Bank loss or liability hereunder. In all cases, Bank's liability for any act or failure to act under this agreement shall be limited to the resulting direct loss, if any, of Customer and payment of interest. UNDER NO CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH

THIS AGREEMENT, including without limitation, loss, or damage from subsequent wrongful dishonor resulting from Bank's act or omissions under this Agreement.

Force Majeur: Notwithstanding any other provision of this Agreement, bank shall not be liable for any loss, expense, failure to perform, or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical or communication line failures, acts of third parties (including without limitation any messenger, telephone, or delivery service), acts of God, or any other cause or causes which are beyond Bank's reasonable control.

Termination: You or we may terminate the Service or this Agreement without cause by giving prior notice of such termination to the other party. We may, however, terminate the Service or this Agreement immediately upon notice to you if you violate any of the terms or conditions of the Service of this Agreement. The termination of Service or this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Assignment: This Agreement and your rights and obligations under this Agreement are not assignable by you without our prior written consent.

Entire Agreement: This Agreement, the **Commercial PC Banking PLUS** Agreement, and any other disclosures (including without limitation any modification to this Agreement) that we may provide to you from time to time make up the entire and only agreement between you and us concerning the subject matter of this Agreement. If any provision of this Agreement or the **Commercial PC Banking PLUS** Agreement is held unenforceable, the remaining provisions of this Agreement and the **Commercial PC Banking PLUS** Agreement & Enrollment Form will still be enforceable. There are no third party beneficiaries of this Agreement or the **Commercial PC Banking PLUS** Agreement.

Definitions: Terms used, but not defined in this Agreement will have the meanings given to them in the NACHA Rules. You can obtain a copy of the Rules by contacting NACHA at 13665 Dulles Technology Drive, Suite 300 Herndon, VA 20171.

Communication Between You and Us: You can write to us at Presidential Bank, Online Banking Services, 4520 East-West Highway, Bethesda, MD 20814. We may write to you at the most current address shown in our records. Data transferred via the System is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur on the Internet. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless using the electronic communication options provided by the System.

AGREED AND ACCEPTED:

Customer:

Signature

Printed Name

Date

Title

Presidential Bank:

Signature

Printed Name

Date

Title

Schedule A

Security Procedures

Password Protection

Password protection occurs at two levels within the **Commercial PC Banking PLUS** System. The first is the identification of the company, and the second is the identification of the end user accessing the system.

In order to access the **Commercial PC Banking PLUS** System, an individual must provide a company ID and password followed by a unique user ID and password. Without all four pieces of information, access is denied.

The Bank will assign the company ID and initial company password when the service is established. The information will be provided directly to the Company Administrator. The system recognizes a first-time sign-on and will require the Company Administrator to change the company password.

It is the responsibility of the Company Administrator to assign a unique user ID and password to any company personnel who will have access to the **Commercial PC Banking PLUS** System.

The Password for all users, including the company administrator, must be changed every 60 days.

Password must be a minimum of 8 characters, maximum of 10 characters. At least two numeric characters are required.

We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password and eligible Account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify Presidential Bank Customer Service at 1-800-383-6266 from 8 am to 10 pm Eastern Time, Monday through Friday, or write to Presidential Bank, Online Services, 4520 East West Highway, Bethesda, MD 20814.

Using the **Administration – User Maintenance** function, you take control of your employees' access to **Commercial PC Banking PLUS**. The Company Administrator establishes individual user rights, including authorization to accounts and dollar thresholds.

Presidential Bank strongly recommends use of the approval feature and daily and/or transaction limits as a security measure to provide dual control when submitting ACH, Wires, and Tax Payment files to the bank. These measures allow the company to establish different security levels, by user, and transaction type.

Inactivity Timeout Feature

The Inactivity Timeout Feature automatically logs the user off after a designated period of inactivity. The Company Administrator establishes the Inactivity Timeout Feature. If not changed by the Company Administrator, the default time of 10 minutes is automatically established.

Cache Security

Commercial PC Banking PLUS transactions are written in a format that by design cannot be saved in a cache file. This ensures that no one can view account information by accessing the cache file.

Five Failed Log-Ons

Access is denied after five failed log-on attempts. The Company Administrator is responsible for resetting the password for all other company users. If the Company Administrator needs his/her password reset, the Company Administrator must call the Bank. The Bank can be contacted at

1-800-383-6266, from 8 am to 10 pm Eastern time, Monday through Friday.

Encrypted URL

Encrypted URL ensures that any account information that appears in the URL is not readable if intercepted. The URL addresses are encrypted on all transactions.

SSL Protocol / Public Key Cryptography

SSL Protocol / Public key Cryptography protects by:

To initiate a transaction, the company uses a browser to send a message via SSL to the bank's web server, hosted by the bank's chosen vendor. The bank's web server responds by sending a certificate that contains the bank's public key. The company's browser authenticates the certificate, and then generates a session key, which is used to encrypt data traveling between the customer's computer and the bank's server. The session key is encrypted using the bank's public key and is sent back to the web server.

Exchanging messages using the public/private key pair ensures the communication is happening with the bank's web server and not a third party trying to intercept the transaction request.

**Schedule B
Schedule Of Fees****Commercial PC Banking PLUS**

Balance Reporting	NO CHARGE
Book / Internal Transfers	NO CHARGE
Sweep Balance Transfer	NO CHARGE
Tax Payments	NO CHARGE
ACH Origination	\$15.00 per file
ACH Return Item	\$ 2.50 per item
Insufficient Funds Charge	\$20.00 per item
Stop Payments	\$15.00 each
Research Request	\$15.00 per hour (\$ 5.00 minimum)
Wire Transfers, Domestic Destination	\$10.00 per item
Wire Transfers, International Destination (US \$)	\$32.00 per item
Wire Transfers, International Destination (Foreign Currency)	\$47.00 per item

Cut-Off Times**All times are Eastern Standard Time**

Wire Transfers 3:00 pm EST (Foreign/International wires may take 3 or more business days to reach the beneficiary)
Stop Payments 4:00 pm EST
Tax Payments 12:00 pm EST, 1 business day prior to the effective date of entry
ACH Payments & Collections 4:00 pm EST, 2 business days prior to effective date of entry

ENROLLMENT FORM

This Enrollment Form is part of the Agreement between you and Presidential Bank regarding your use of the Presidential Bank's **Commercial PC Banking PLUS** service. The terms of the Agreement are incorporated herein by reference.

Company Information

All information must be completed:

Tax ID	_____	Date	_____
Company Name	_____		
Company Address	_____		
Company City	_____	State	_____ Zip _____
Company Contact	_____	Phone	_____
Email Address	_____		

Authorization to Issue Password: At the direction of any person named below as your Company Administrator, or at the direction of any person named as your Company Administrator in the future, you hereby authorize Presidential Bank to issue a password for use with Presidential Bank's **Commercial PC Banking PLUS** service, as set forth in the Agreement, which Presidential Bank may amend from time to time.

Appointment of Company Administrator: You hereby appoint, and Presidential Bank is hereby authorized to establish and issue a separate password (which must be changed upon initial access to the service) for the following Company Administrator who has maintenance authority over your company users and passwords.

Company Administrator Information

Name	_____	
Phone Number	_____	
Email Address	_____	
Verification Question & Answer	_____	
	Question	Answer

Verification Question & Answer is used by the Bank to identify the Company Administrator for requests issued by the Administrator to Presidential Bank by telephone.

Verification Question Examples: Name of High School, First Car, Pet's Name

Accounts *List all accounts to be accessed through the service*

Account Label	Account Type	Account Number	Account Name
1			
2			
3			
4			
5			

Standard Services Requested (check all services you are requesting access to)

Service	Account Label(s), from above, indicates the service is available for the specific account
<input type="checkbox"/> Sweeps	
<input type="checkbox"/> Stop Payments	
<input type="checkbox"/> Balance Reporting	
<input type="checkbox"/> Book / Internal Transfer	
<input type="checkbox"/> Online Services	

Additional Services subject to bank approval

(check all services you request access to and have read and agreed to the terms)

Account Label(s)
 Wire Transfers (require bank approval)

 All Transfers require second approval. _____

 Require approval by another user.

 Enforce initiation dollar limits.

 Daily Limit \$ _____

 Bank Approved: _____
 Amount/By

 ACH Transfers (require bank approval)

 All Transfers require second approval. _____

 Require approval by another user.

 Enforce initiation dollar limits.

 Daily Credit Limit \$ _____

 Bank Approved: _____
 Amount/By

 Daily Debit Limit \$ _____

 Bank Approved: _____
 Amount/By

 Tax Payments (require bank approval)

 All Transfers require second approval. _____

 Require approval by another user.

 Restrict Tax Payment initiation if User Limits are exceeded.

 Daily Credit Limit \$ _____

 Bank Approved: _____
 Amount/By

Authorization Acknowledgment: By signing below you,

1. Acknowledge receipt of and agree to be bound by the terms of the Agreement and this Enrollment Form.
2. Resolve that the person executing the attached Agreement and Enrollment Form is hereby authorized, on behalf of this Commercial Customer and in its name, to execute and deliver said forms, and to thereby bind the Commercial Customer to Presidential Bank's **Commercial PC Banking PLUS** Agreement and Enrollment forms, as amended from time to time, for the purpose of enabling representatives of this Commercial Customer to obtain account information and perform fund transfers between Commercial Customer's account(s), through the use of one or more passwords.
3. Resolve that the Company Administrator named on the attached Enrollment Form, acting alone, is hereby authorized to act on the Commercial Customer's behalf in all matters relative to the Commercial Customer's passwords, including but not limited to the right to (i) establish additional User Ids and passwords on the Commercial Customer's behalf, (ii) terminate or cancel any/all existing User ID's and passwords; (iii) change the Commercial Customer's account(s) associated with the User, (iv) change the activity level of a User with a password, (v) name and setup additional Users who will have maintenance authority over the Commercial Customer's passwords and accounts, or (vi) terminate the authority of any User with maintenance authority over the Commercial Customer's passwords and accounts.

AGREED AND ACCEPTED:**Customer:**_____
Signature_____
Printed Name_____
Date_____
Title**Presidential Bank:**_____
Signature_____
Printed Name_____
Date_____
Title