



PRIORITY ONLINE Cash Management Services Agreement

This Agreement is made by and between the undersigned ("Customer") and Harleysville Savings Bank ("Bank").

1. **Services.** We will provide you with the cash management and information services (the "Services") specified in the attached Schedule A. Services will begin on the commencement date indicated in Schedule A. If you request additional **PRIORITY ONLINE** Cash Management Services in the future, they will also be governed by this Agreement, unless we notify you otherwise.

2. **PRIORITY ONLINE Cash Management Services.** You are solely responsible for ensuring that your computers and operating software are compatible with our system.

You are responsible for providing and maintaining at your own expense all equipment necessary in connection with the Services. This includes, but is not limited to, telephones, terminals, Internet access, modems and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of the **PRIORITY ONLINE** Cash Management Services system.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

All specifications, records, Software, forms, systems, security procedures, and programs utilized or developed by us in connection with this Agreement constitute confidential, proprietary property and must be returned to us upon request.

Harleysville Savings Bank cannot amend, change or waive any terms or provisions of the **PRIORITY ONLINE** Cash Management Services Agreement. You agree that as a condition of receiving the **PRIORITY ONLINE** Cash Management Services to comply with all the terms and conditions of the **PRIORITY ONLINE** Cash Management Services License.

3. **Your PRIORITY ONLINE Cash Management Services Accounts.** Attached Schedule A lists the accounts you maintain with us that you wish to access with the Services. If Schedule A includes accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing your authority.

4. **Fees.** You agree to pay us the Service fees described in attached Schedule B. We will charge the fees directly from your account(s) with us. We may amend our Service fees from time to time by providing you with notice.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

5. **Access to Account Data.** You can obtain balance and other account information through the Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. "Posted" items may be reversed due to insufficient funds, stop payments etc. Items may appear as paid, yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system.

6. **Information Processing and Reporting.** We offer a number of Services which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

7. **Inaccurate/Conflicting Information.** If you submit a funds transfer request which describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying account number, we and other financial institutions may process the request on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review any funds transfer request for inconsistencies or to confirm the correctness of any such request, except to the extent provided in this Agreement.

8. **Sign On ID and Pass Codes and Procedures.** We will provide you with a number and entry code or password ("Sign On ID and Pass Code") to access the System. You agree to: (a) change your Sign On ID and Pass Code immediately upon installing the software; (b) comply with the User Guide and all security procedures we provide to you in connection with the Services; (c) take reasonable steps to safeguard the confidentiality and security of the Sign On ID and Pass Code, User Guide information, and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your Sign On ID and Pass Codes to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access the Services; and (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

Your Sign On ID and Pass Code may be changed by you from time to time. You agree to change your Sign On ID and Pass Code immediately if someone who has had access to the Code is no longer employed by you or is no longer authorized to use the Services. We may also require you to change your Sign On ID and Pass Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you perform a funds transfer with the Service, you warrant that the Sign On ID and Pass Code procedures are commercially reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). We may process any funds transfer request we receive through the Service which includes your Sign On ID and Pass Code. Fund transfer requests submitted with the Sign

On ID and Pass Code will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized.

You agree that you control the addition and deletion of users and the level of user authority for transactions. You agree to utilize the security and audit features provided by the Service. You can learn about security features by reviewing the User Guide or the On-Line User Help.

9. **ACH Transactions.** When engaging in any transactions through the Automated Clearing House ("ACH"), you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), the Rules, in existence as of the date of the Agreement and as amended from time to time. You can obtain a copy of the NACHA rules by contacting Harleysville Savings Bank ACH Department. You also agree not to initiate any ACH transactions that would violate the laws of the United States including, and not limited to, the Office of Foreign Assets Control (OFAC) Regulations.

• **Entries.** All ACH entries ("Entries") delivered by you must comply with the requirements set forth in the Rules, any applicable ACH Security Procedures and OFAC.

• **Customer Authorization and Record Retention.** Before the initiation by you of the first entry involving a customer, you agree to obtain from such customer authorization to initiate Entries to the customer's account, which authorization must comply with the Rules. You agree to provide each customer with a copy of their authorization. Each Entry thereafter may only be made pursuant to such authorization, and no Entry may be initiated by you after such authorization has been revoked or the arrangement between you and such customer has terminated. You agree to retain Customer authorizations for two years after they are terminated and other documents related to Entries for a period of two years and agree to immediately furnish any such authorizations and any related documents to us upon request.

• **ACH File Limits.** You agree to inform us if your transactions exceeds the limits established in Schedule A. We may review your ACH file limits from time to time.

• **Cancellation and Amendment of Entries.** You have no right to cancel or amend an Entry after it has been received by us. We may act on a request by you for reversal of an Entry file pursuant to the Rules; provided, however, that we are not liable for interest or losses if such reversal is not effected. You agree to indemnify, defend, hold harmless and reimburse us for any expenses, losses, claims or damages we may incur in effecting or attempting to effect any request for the reversal of an Entry. We will be entitled to payment from you in the amount of any such reversal of an Entry file prior to acting on any such request.

• **Rejection of Entries.** We may reject any Entry with or without cause or prior notice. We will notify you of such rejection (either electronically, in writing, by telephone, or as otherwise agreed to by you and us) no later than two business days after the date of an Entry. We will not be liable to you for the rejection of the Entry, for the non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than provided for herein.

• **Notice of Returned Entries.** We will notify you either electronically, in writing, by telephone, or as otherwise agreed to of the receipt of an Entry returned by the ACH no later than one business day after receipt of the returned Entry. We have no other obligation with respect to a returned Entry.

• **Notices and Statements.** We are not required to and may not provide any notice of receipt, transmittal or debiting of Entries. Entries and other debits and credits to your accounts will be reflected on the periodic statement for your accounts, however.

• **OFAC (Office of Foreign Asset Control) Rules.** This amendment requires the Company to comply with the laws of the United States of America, including any economic sanctions administered by the United States Treasury Department's Office of Foreign Assets Control. Company represents and warrants that, when it transmits Entries to Bank, Company is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.

• **ACH (Automated Clearing House) Reversals.** This amendment requires the Originators of reversing entries provide the Receiver with notice of and the reason for the transmission of a reversing entry to the Receiver's account. This notice must be provided no later than the settlement date of the reversing entry.

• **Limitations on Use and Access.** You may not permit a third party to initiate transactions on your behalf or process transactions on behalf of third parties.

10. **Cutoff Hours/Fund Wire Transfers.** A number of our Services are subject to processing cutoff hours. The cutoff hour for wire transfers is 2:00 p.m. on business days. The cutoff hour for ACH transactions, stop payment orders, tax payments and internal transfers is 2:00 p.m. on business days. Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day.

A fund transfer request is deemed to be received by us when the status in your Wire Manager grid changes to Processing. A fund transfer request is deemed to have been processed when the status of the Wire request is Confirmed. Unless you notify us of a problem with the transfer or confirmation within five days, you will be deemed to have approved the accuracy of the information contained in the confirmation.

11. **Overdrafts.** In the event that we in our discretion overdraft any of your accounts to make any transfers pursuant to this agreement, we shall not be obligated to do so in the future, regardless of the number of times we shall have previously allowed such overdrafts. You shall be liable for the payment of any transfers made by us pursuant to the Agreement even though there were non-sufficient funds in your account(s) at the time the transfers were made.

12. **Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; or (I) our inability to confirm (to our satisfaction) the authority of any person to act on your behalf. You agree to notify us within five business days if you believe we have acted negligently or in breach of this Agreement.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility of such damages.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort we undertake to reduce any loss of liability.

Any claim, action or proceeding to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

13. **Arbitration.** Any controversy arising out of or related to this Agreement or the Services shall be referred to arbitration before the American Arbitration Association, strictly in accordance with the terms of this Agreement. The arbitration shall be heard before an arbitrator mutually agreeable to you and us. If we cannot agree upon the choice of an arbitrator within 10 days, then the arbitration shall be heard by three arbitrators: One chosen by us, one chosen by you, and the third chosen by the first two arbitrators. BY ENTERING INTO THIS AGREEMENT, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY

JURY in connection with this Agreement and the Services. This provision shall not limit or constrain our right of setoff or to obtain provisional or ancillary remedies such as injunctive relief. Neither party shall institute a proceeding hereunder until it has given the other party at least 30 days prior written notice of its intent to do so.

14. **No Assignment.** You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
15. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.
16. **Notices.** Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or delivered to you at the statement or mailing address shown for you on our Account or Services records. Notices to us must be sent to: Harleysville Savings Bank, 271 Main Street, Harleysville, PA 19438.
17. **Electronic Mail.** You can send us electronic mail ("e-mail") with the Service. Since we may not receive or review it immediately, you should not rely on e-mail if your need to communicate with us right away (e.g., to stop the payment of a check). If you need to contact us immediately, you should contact your branch of account in person or by telephone. We shall have a reasonable time to act upon any e-mail request, and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds).
18. **Notifying Us of a Problem.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about the Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality of the Sign On Id and Pass Word or User Guide; or (d) other problems related to the Services. You must send us a notice of any discrepancy or other problem involving transfers, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).
19. **Amendments.** We may amend this Agreement, the Service fees, and the User Guide by providing you with prior written notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.
20. **Pennsylvania Law.** This Agreement shall be governed by and construed in accordance with Pennsylvania law, without reference to Pennsylvania's conflict of laws provisions.
21. **No Attorneys' Fees.** Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.
22. **Monitoring of Communications.** You agree on behalf of your self, your employees and agents that we may monitor and record your communications in connection with the Services at any time, without further notice to you or any party to the communication.
23. **Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may terminate this Agreement immediately if: (a) you breach any agreement with us; (b) the confidentiality of your Sign On ID and Pass Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or the Service; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement shall not affect the rights or obligations of the parties existing prior to termination.
24. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.
25. **Validity.** If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

SCHEDULE B

Price Schedule:

Priority Online Access Monthly Maintenance	\$ <u>None</u>
ACH Set-up fee (if applicable)	\$ <u>100.00</u>
<u>Monthly Fees (if applicable):</u>	
ACH Monthly maintenance fee	\$ <u>30.00</u>
ACH Per file origination fee	\$ <u>None</u>
ACH Per debit item origination fee	\$ <u>None</u>
ACH Per credit item origination fee	\$ <u>None</u>
ACH Per addenda/prenote item origination fee	\$ <u>None</u>
ACH Per return item/NOC received fee	\$ <u>10.00</u>
ACH Per reversal item created/deleted fee	\$ <u>None</u>
Outgoing Domestic Wire Transfer	\$ <u>20.00</u>
Bill Payment	\$ <u>None</u>
Priority Remote Deposit	\$ <u>100.00</u>