



19-01 Route 208 North, Fair Lawn NJ 07410

Phone: 201-794-5656, Fax: 201-794-5630

E-mail address: svops@columbiabankonline.com

WIRE TRANSFER OF FUNDS AGREEMENT

This Agreement is made between _____ (hereinafter referred to as the "Customer") and Columbia Bank (hereinafter referred to as the "Bank"). In consideration of the mutual promises contained herein, the Customer and the Bank hereby agree that the following procedures shall apply to Business Online Banking requests for the electronic transfer of funds from the Customer's account(s) at the Bank.

BANK'S RESPONSIBILITIES

The Bank is authorized to honor, execute, and charge to the Customer's account(s) the amount of money that the Customer, through its authorized Representative(s), instructs the Bank to transfer through the Online Banking Request of orders for the transfer of funds to a beneficiary via wire transfer. Each such Business Online Banking Request from the customer is hereinafter referred to as a Payment Order. The Bank, in accordance with the instructions contained in the Payment Order, will transfer via wire transfer, to a beneficiary at any other bank or depository financial designation whenever reasonably possible.

The Bank reserves the right to reject any Payment Order. The Bank shall notify the Customer of such rejection by telephone, e-mail, written notice or such other means as the Bank in its sole discretion deems reasonable under the circumstances. The Bank shall endeavor to give notice of rejection on the same business day as the rejection occurs, provided, however, that the Bank shall not be liable for any interest charges or other damages as a result of the delay in giving such notice of rejection. In the event that the Payment Order is rejected by the Bank for any reason whatsoever, it shall be the responsibility of the customer to revise and resubmit each Payment Order or otherwise resolve the rejection. The Bank cannot be held liable if it is unable to execute a Payment Order due to acts of God or delay or refusal by another bank.

CUSTOMER'S RESPONSIBILITIES

Payment Orders and any requests for cancellation or amendment thereof permitted by this Agreement, issued to the Bank by the customer(s) through its Authorized Representative(s) will be verified pursuant to the Security Procedure herein set forth. The parties hereto agree that the Security Procedure is a commercially reasonable method of providing security against unauthorized Payment Orders. The Bank may from time to time, modify the Security Procedure, in which case it shall notify the Customer of such change. If the Customer does not object to said change, the Security Procedure as so modified shall become the Security Procedure for all purposes of this agreement.

A Payment Order or cancellation or amendment thereof received by the Bank in the ordinary course of business which purports to have been transmitted or authorized by the customer, will be deemed effective as the Customer's Payment Order and the Customer shall be obligated to pay the Bank the amount of such Payment Order, if executed, provided the Bank acted in compliance with the Security Procedure with respect to such Payment Order and even though such Payment Order may not have been authorized by the Customer.

The Customer hereby acknowledges that the Bank is not responsible for detecting errors in the content of a Payment Order transmitted by the Customer. Accordingly, any errors contained in a Payment Order from the Customer shall be the Customer's responsibility, and the Customer shall be obligated to pay the amount of the Payment Order, if executed, whether or not the Payment Order is correct.

The Customer agrees not to disclose the Security Procedure or information concerning the same to any person to whom such disclosures is not necessary for the conduct of the Customer's business affairs.

The Customer acknowledges and agrees that, if a Payment Order received from the Customer describes the beneficiary inconsistently between name and account number, payment of the Payment Order to the beneficiary by the beneficiary's bank might be made on the basis of the account number even if it identifies a person different from the named beneficiary, and that the Customer's obligation to pay the amount of the Payment Order is not exempt in such circumstances.

The Customer acknowledges and agrees that, if a Payment Order received from the Customer described an intermediary bank or the beneficiary's bank inconsistently between name and identifying number, payment of the Payment Order might be made on the basis of the identifying number even if it identifies a bank different from the named bank, and that the Customer's obligation to pay the amount of the Payment Order to the Bank is not exempt in such circumstances.

The Customer agrees to indemnify and hold the Bank harmless from and against any losses, liabilities, damages, expenses, and costs, including attorney's fees and expenses, incurred by the Bank in processing or in attempting to process any request to amend or cancel a payment order. The Bank makes no representation or warranty as to its ability to amend or cancel a Payment Order except that it will use reasonable efforts to act on a request by the Customer to amend or cancel a Payment Order. The Bank shall have no liability, and the Customer agrees to pay the Bank the amount of the Payment Order, if such amendment or cancellation is not affected. Any and all requests to amend or cancel a Payment Order shall be subject to the Security Procedure.

UNAUTHORIZED ACCESS

You should notify us immediately if you believe any of your Accounts have been accessed without permission. Contacting us right away will help you reduce possible losses. Telephone or write us at:

Columbia Bank
19-01 Route 208 N
Fair Lawn, New Jersey 07410
1-800-522-4167

You are fully responsible for any transactions made by use of your company user name and password to access your business account(s). You agree to immediately reimburse us for any loss, claim, or damage which we sustain as a result of the use of your company user name and password to access your business account(s). We shall have no liability for any loss, claim, or damage which you sustain as a result of the use of your company name and password to access your business account(s). This is true even if the password is lost, stolen, or obtained or retained by a person not authorized by you to initiate electronic transfers.

SECURITY PROCEDURES

The Security Procedures shall be as set forth in this paragraph unless and until modified by the Bank. All Business Online Banking transactions shall be effected by the "Super User" designated by the Customer by a

“Subordinate User” authorized by the Super User. The Super User and all Subordinate Users shall be deemed to be duly authorized representatives of the Customer with respect to all transactions effected through Business Online Banking.

The Bank shall take reasonable precautions to ensure that all customer information and input relating to transfer of funds will remain confidential and protected from unauthorized access by third parties. There shall be a presumption that the Bank has satisfied the foregoing obligation if the Bank has adhered to its regular procedures for protection of data.

TIME FRAMES

Payment Orders made in compliance with the Security Procedure and received by the Bank on or before the defined times on a particular business day shall be executed on such business day unless the Bank is otherwise instructed. In its discretion, the Bank may execute Payment Orders made in compliance with the Security Procedure and received at or after 3:00 pm Eastern Standard time on the next business day.

TERMS AND CONDITIONS

It is agreed between the Customer and the Bank that the terms of this Agreement shall continue until such time as either the Customer or the Bank notifies the other party that the Agreement is terminated, said notice to be in writing. After termination of this Agreement, the Bank shall suspend wire transfer services until such time as a new Agreement is completed and signed by the Customer and the Bank.

Addendum 1: **Unauthorized Access: Security Procedures**. The Customer shall be solely responsible for protecting against unauthorized access to the Scanner and the Program and any and all losses and damages arising from any unauthorized access to the Scanner and the Program. The Customer shall establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer shall make such procedures and security features known only to those authorized representatives of the Customer who will use the Scanner and the Program. The Bank shall have no obligation, liability, or control, either directly or indirectly over said procedures or the failure of the Customer to maintain said procedures. The Customer shall be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank, provided, however, the Bank shall not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, any representative of the Customer, or any person claiming to be a representative of the Customer, under the Services shall be deemed to have been authorized by the Customer, and the Bank shall be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

- a. The Bank will provide the Customer with an Administrative and Gateway User Name and Password. Customer may appoint an individual (“Administrator”) with the authority to: (a) determine who will be authorized to use the Services; (b) establish separate Passwords for each user; and (c) establish limits on each user’s authority to access information and conduct transactions. Customer is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Bank service. Customer agrees to: (a) take reasonable steps to safeguard the confidentiality of all Passwords; (b) limit access to its Passwords to persons who have a need to know such information; (c) closely and regularly monitor the activities of

employees who access the Bank service; (d) prohibit its employees and agents from initiating Entries without proper supervision and adequate controls; and (e) remove users deemed no longer authorized to use the Services.

- b. Customer understands that the use of Passwords and the Bank service instructions are confidential and agrees to assume all risks of disclosure or use by any party whatsoever, whether such disclosure or use are on account of the Customer's negligence, gross negligence, misfeasance, malfeasance, deliberate acts, or otherwise. Customer acknowledges that no person from the Bank will ever ask for any Passwords and that the Bank employees do not need and should not ask for Passwords.
- c. Customer shall change its Passwords periodically and whenever anyone who has had access to a Password is no longer employed or authorized by it to use the Bank service. The Bank may require the Customer to change its Passwords at any time. The Bank may deny access to the Bank's service without prior notice if it is unable to confirm (to its satisfaction) any person's authority to access the service or if the Bank believes such action is necessary for security reasons.

Addendum 2: The Customer has received a Daily Wire limit of \$,000.00. This limit may be increased by written consent and subsequent review by Columbia Bank.

AUTHORIZED SIGNERS

COLUMBIA REPRESENTATIVE

By

Date _____

By Linda K LeMond

Title Senior VP, Treasury Management

Date _____

By

Date _____