

**RESOLUTION 13-40**

**Resolution of Corporations, Partnerships & LLCs  
for Treasury Management Services**

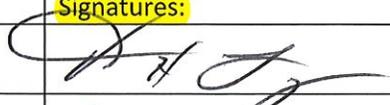
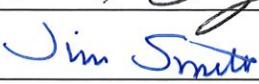
**Whereas**, the undersigned Corporation, Partnership, or LLC ("Entity"), the **legal name** of which is:

City of Spring Hill \_\_\_\_\_:

- A. Is duly organized, validly existing, and in good standing under and by virtue of the laws of the **State of** Tennessee, with the following taxpayer identification number (**TIN**): 62-0692693; is duly authorized to transact business in all other states in which the Entity is doing business, having obtained all necessary filings, government licenses, and approvals for each state in which the Entity is doing business; and is and at all times shall be duly qualified to do business in all states in which the failure to so qualify would have a material adverse effect on its business or financial conditions; and
- B. Intends to enter into and engage in Treasury Management Services ("Services") offered by First Farmers and Merchants Bank ("Bank"), with its home office at 816 South Garden Street, Columbia, Tennessee 38401, which services listed below may be provided separately or as part of a suite of Services:
  - a. Business Internet Banking
  - b. ACH
  - c. Bill Payment
  - d. CD ROM Statement
  - e. Sweep Accounts
  - f. Electronic Information Reporting
  - g. Funds Transfer Service (ACH/Wire/Internal Transfers)
  - h. Positive Pay Service
  - i. Remote Deposit Capture Service
- C. At a meeting of the governing body of the Entity duly called and held on the following **date**: April 22, 2013, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, this Resolution was adopted;

**Now be it therefore resolved:**

- 1. The Entity is authorized to enter into and engage in the Services set forth in this document;
- 2. **Each person listed below is authorized** alone to enter into agreements for Services with Bank, and further to designate from time to time other authorized persons to use the Services and to give instructions on behalf of the Entity to the Bank with respect to the Services.

Names:	Titles:	Signatures:
Victor Lay	City Administrator	
Jim Smith	Finance Director	

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3. The persons named above are duly elected, appointed, or employed by or for the Entity, and occupy the positions set opposite their respective names;
4. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved;
5. This Resolution shall be continuing, shall remain in full force and effect, and Bank may rely upon it until written notice of its revocation shall been delivered to and received by Bank at its address stated above, or at such other address as Bank may designate from time to time. Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time the notice is given.

The undersigned certifies that the foregoing Resolution was duly adopted by the Entity's governing body and remains in effect, that all signatures and initials appearing in this Resolution are those of the persons authorized in accordance with the Resolution, and that this Resolution is a binding obligation of the Entity.

April 22, 2013

**Date**

City of Spring Hill

**Name of Entity**

**Certified by:**

April Goad

Name

April Goad, City Recorder

Title

[Signature]

Mayor

4-22-13

Date

LEGAL FORM APPROVED:

[Signature]

Timothy P. Underwood, City Attorney

4-22-13

Date

# FIRST FARMERS AND MERCHANTS BANK

## Wire Transfer Services Agreement

By signing this Wire Transfer Service Agreement ("Service Agreement") Company ("Company", "you", "your", "its" or "User") hereby requests First Farmers and Merchants Bank ("Bank", "our", "us", or "we") to provide the Service described in this Service Agreement. By using the Services described in this Service Agreement and/or executing this Service Agreement, Company accepts and agrees to all terms, conditions, and provisions of and acknowledges receipt of the Business Internet Banking and Master Cash Management Agreement ("Master Agreement") and this Service Agreement and agrees that this Service Agreement constitutes part of the Master Agreement, and sets forth the terms and conditions pursuant to which Bank will provide to Company the Service outlined herein. The Master Agreement is hereby incorporated by reference and made a part hereof. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code (the "UCC"), the Master Agreement, and/or the Depository Agreement, the provisions of this Service Agreement shall prevail. Terms not otherwise defined in this Service Agreement shall have the meaning ascribed to those terms in the Master Agreement.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Company, intending to be legally bound, do hereby agree as follows:

- 1. Authorization to Accept Payment Orders.** Bank is authorized to accept "Payment Orders", as that term is defined in Article 4A of the Tennessee Uniform Commercial Code, issued by Company, Administrator(s), or User(s).
- 2. Execution and Acceptance of Payment Orders.** Bank is hereby authorized to honor, execute and accept each and every Payment Order received by it in the name of the Company as sender and initiated by the Administrator or a User. If Bank elects to accept Payment Orders issued by Company, Bank shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Payment Order if Bank is not also the beneficiary's bank. Company shall issue the Payment Order to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any security procedures required in order to initiate Payment Orders under this Service Agreement to be a User. Bank may, in all cases, rely on and accept Payment Orders issued on behalf of Company by any individual(s) authorized by Company to initiate payment orders. .
- 3. Security Procedures.**
  - 3.1** Company agrees to adopt, use and follow the Security Procedures contained in Master Agreement, the following provisions and the procedures contained in Appendix A attached hereto and made a part hereof. In addition to the Security Procedures, Bank may in its discretion use additional procedures to verify the authenticity of Payment Orders.

Company shall perform regular periodic audits of its compliance with Security Procedures and correct all deficiencies disclosed, conduct initial and periodic thorough background checks on all Users and other employees involved in Company's Funds Transfers activities, and establish with Bank new personal identification codes, access codes and passwords when Users of an Account leave the employ of Company or are no longer authorized to conduct Funds Transfers. If Company fails to implement these and other commercially reasonable Security Procedures, Company assumes responsibility for all losses which could have been avoided had they been implemented at or before the time the loss occurred.

**3.2** Any Payment Order communicated to Bank in the name of Company will be effective as the Payment Order of Company, whether or not authorized, if the Payment Order is accepted by Bank in good faith and in compliance with the Security Procedures (i) regardless of the actual identity of the sender thereof, and (ii) notwithstanding that any signature cards or other Account Documents or arrangements may require two or more signatures to access an Account.

**3.3** Company agrees to pay to Bank the amount of each Payment Order which is authorized by Company or for which Company is otherwise liable, whether or not Bank complied with the Security Procedures.

**3.4** Company acknowledges that the Security Procedures are designed to verify the authenticity of Payment Orders and not to detect errors contained in any Payment Order. Company is solely responsible for the accuracy and completeness of each Payment Order.

**3.5** Company acknowledges that the Security Procedures agreed upon by Company and Bank provide a commercially reasonable degree of protection against unauthorized Funds Transfers in light of Company's particular needs and circumstances.

**3.6** Bank is not obligated to accept any Payment Order, amendment or cancellation that is communicated to Bank other than in compliance with the Security Procedures. Bank will not be responsible for its refusal to act upon any Payment Order that does not comply with the Security Procedures, including, but not limited to, those situations which Bank's reasonable efforts to verify a Payment Order in accordance with the Security Procedures have failed, or when action has been delayed by Bank until verification can be obtained.

**3.7** If Company elects not to accept Bank's Security Procedure and if a Payment Order (including any amendment or cancellation of a Payment Order) is communicated to Bank by or on behalf of Company other than in compliance with Bank's Security Procedures, and Bank accepts such Payment Order, amendment or cancellation in good faith, then (i) Company agrees to be bound by that Payment Order, amendment or cancellation, whether or not it is authorized under the terms of this Agreement, (ii) Company will be deemed to have refused the Security Procedures that Bank offers and recommends as "commercially reasonable" and (iii) Company will be obligated to pay Bank the amount of such Payment Order even if it was not otherwise authorized or in conformance with the terms of this Agreement.

**3.8** Bank will have no responsibility to discover, audit or report to Company any breach of the Security Procedures by Company, its agents, authorized representatives, parties acting in concert with them or third parties who obtained access to Security Procedures through Company or Company's employees; provided, however, that Bank will use its reasonable efforts to notify any one of the persons signing this Service Agreement on behalf of Company of any such breach of which Bank has actual knowledge; provided further, however, that Bank will not incur any liability for its failure or delay in providing any such notice.

**3.9** If any suspected, threatened or actual breach or noncompliance of Security Procedures occurs or any loss is incurred by or claim is made against Bank, Company or a third party arising out of a Funds Transfer, Bank shall have the right, but is under no obligation, to inspect and audit Company's books and records, facilities, and Security Procedures, and interview Company's personnel to determine the existence, extent, cause and other particulars in connection therewith. Company agrees to fully cooperate and preserve evidence and records of any event, loss or breach for Bank's review and inspection.

**3.10** Company agrees to safeguard and not disclose to any third party any Security Procedures, including personal identification numbers, access codes, passwords or other security devices or measures used in connection therewith, in each case whether or not Bank is then performing Wire Transfer Services for Company. Company agrees to limit the internal disclosure and distribution of such information to its employees, agents and representatives who have a need to know such information, and will at all times have appropriate policies in effect to ensure the confidential status of such information. Company will be responsible for the acts and omissions of its employees, agents and representatives in the use, misuse, or failure to maintain the confidentiality of any Security Procedures. The provisions of this subsection survive termination of this Agreement.

**4. Settlement.** The Bank is not obligated by this Service Agreement to honor, execute, or accept any Payment Order. If Bank elects to accept Payment Orders issued by Company, Company agrees to settle for all Payment Orders issued by Company, Company's Users, or Payment Orders otherwise made effective against Company. Settlement shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Company ("Authorized Account") as settlement for Payment Orders issued by Company. Company shall maintain sufficient collected funds in the Authorized Account to settle for the Payment Order at the time that the Payment Order is issued. Bank may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Company shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Company as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Company with Bank that are not designated as an Authorized Account if Bank accepts the Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Bank

may process Payment Orders in any order convenient to Bank and Bank may charge items, including settlement for Payment Orders, in any order or sequence selected by Bank.

## **5. Method of Issuance of Payment Orders.**

**5.1 Issuance of Payment Orders.** Company may only issue Payment Orders under this Service Agreement via Business Internet Banking or via a fully executed Wire Transfer Services Agreement which allows placing payment orders via phone with proper passwords in place. Payment Orders may only be executed on Business Days which are Monday through Friday. Payment Orders received before the cut-off time will be processed on the same Business Day provided all information submitted is accurate. Payment Orders received on a non-business day or after the cut-off time on a Business Day will be treated as being received on the next business day. Until further notice by Bank, the wire transfer cut-off time is 1:00 P.M. Central Time (Standard or Daylight). Federal and State Banking holidays are not included as a Business Day. Company acknowledges that the Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Company further acknowledges that Bank is not responsible for detecting any Company error contained in any Payment Order sent by the Company to the Bank.

**5.2 Repetitive Instructions.** The Bank will transfer funds on a repetitive basis to other Company accounts or third party accounts as described in written instructions to the Bank. The transfers will be considered repetitive if they are to be effected at least monthly with the original written instructions remaining constant except for the date and dollar amount of the transfer involved.

- 6. Errors in Payment Orders.** Company agrees that Bank shall have no obligation to discover errors in Payment Orders and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Payment Order. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Company. In the event that Company makes an error or issues a duplicate Payment Order, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer.
- 7. Use of Account Numbers.** The Company is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Company is liable for and must settle with Bank for any funds transfer initiated by Company that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the

name and number contained in a Payment Order and the Company shall be responsible for any inconsistencies. The Company shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

## **8. Amendments and Cancellations:**

**8.1** A Payment Order may be canceled by the Company, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Payment Order.

**8.2** The Bank is not obligated to amend or cancel a Payment Order after acceptance, but if in Bank's sole discretion, it agrees with Company to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order and any amendment of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order in its un-amended form.

**8.3** Company acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Company asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Company deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Company to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

**9. Rejection Of Payment Order.** Company agrees that Bank has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Company. Bank has no obligation to notify Company of the rejection of the Payment Order issued by Company but Bank may so notify at its option. Bank shall have no liability to Company for rejection of a Payment Order and shall not be liable to pay interest to Company even if the amount of Company's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Company or the Bank has otherwise received full payment from Company.

## **10. Use of Correspondents, Agents, and Systems:**

**10.1.** The Company agrees that in executing any Payment Order the Bank may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary

or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Company and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Company.

**10.2** Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any bank by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Company with respect to any Payment Order, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve system, and the operating circulars of the Federal Reserve Bank. The Company acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 10.2.

**11. Compliance With Laws.** Company agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Bank and its use of the service described in this Service Agreement. The Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any Payment Order is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to the Bank.

**12. Unauthorized Transactions and Other Errors.** The Bank shall provide the Company with advices describing each Payment Order paid or executed on behalf of the Company. Such advices shall be mailed not later than the Business Day following the day of execution or payment to a beneficiary of a Payment Order or as determined by the Bank in its discretion. The Company shall notify the Bank of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 30 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Company agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Company will be deemed to have received any advices and statements of account that are mailed by the Bank five business days after such mailing. The Bank shall have no liability to the Company for any loss or damage sustained by the Company arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Company against Bank to recover such loss or damage, unless (a) Company

shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Company waives any right to seek or enforce payment of attorneys' fees related thereto.

**13. Indemnification.** Company shall be liable to the Bank for and shall indemnify and hold the Bank and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Company, or from the provision of invalid or inaccurate data by Company or by any other person or entity acting on Company's behalf, including without limitation (a) a breach by Company of any provision of this Service Agreement; (b) the Bank's debiting or crediting of the account of any person or entity as requested by Company; and (c) the failure to act or the delay of any financial institution other than the Bank.

**14. Limitation of Liability.** In addition to the limitation of liability provision contained in the Business Internet Banking Agreement, the following limitation of liability provisions are applicable to this Service Agreement.

**14.1** The Bank shall be responsible only for performing the wire transfer services described in this Agreement and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Bank shall not be liable for acts or omission by Company or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Bank, any beneficiary's bank and any beneficiary, none of which shall be deemed the Bank's agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from delaying or failing to execute a wire transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Bank's ability to send or receive wires at any time, for any reason, if the wire transfer would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the wire transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.

**14.2** IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES SUFFERED OR INCURRED BY COMPANY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS, REGARDLESS OF WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN SUCH LOSSES OR DAMAGES MIGHT BE INCURRED. ANY LIABILITY OF THE BANK FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED USING A RATE EQUAL TO THE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. PAYMENT WILL BE MADE BY CREDITING THE APPROPRIATE ACCOUNT AT

THE BANK INVOLVED IN THE WIRE TRANSFER. THE BANK SHALL NOT BE RESPONSIBLE FOR COMPANY'S ATTORNEYS' FEES.

**15. Company Cooperation.** In the event that the Bank is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Company shall upon the Bank's request, but without expense to the Bank, testify in any legal proceedings and otherwise take any action necessary to assist or enable Bank to recover from such beneficiary. Company hereby consents to the Bank's disclosure to government authorities of information concerning the Company and transactions under this Service Agreement that the Bank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

**16. Furnishing Information.** Upon request the Company will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

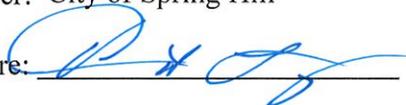
**17. Transactions with Banks.** If the Company is a bank (as defined in UCC 4A), and under applicable law the Company is not deemed the originator of the order to which a Payment Order relates, the Company agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Company had been an originator.

**18. Entire Agreement.** The Business Deposit Account Agreement governing Company's account, the Master Agreement, and this Service Agreement (a) constitute the entire agreement between the Bank and Company regarding the use of the Bank's wire transfer service; (b) supersede any prior agreements between the Bank and Company regarding wire transfers and (c) shall be binding upon and enforceable against Company's successors and assigns. If any inconsistency exists between the Account Agreement and this Service Agreement, the terms of this Service Agreement shall control. If any part of this Service Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

**19.** This agreement will expire after a period of one year from date fully executed if Company has not used it for wire transfers.

Customer: City of Spring Hill

First Farmers and Merchants Bank

Signature: 

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

Name: Victor Lay

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

Date: 4-22-13

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

**WIRE TRANSFER SECURITY PROCEDURES  
APPENDIX A  
TO WIRE TRANSFER SERVICE AGREEMENT**

When executed by the Bank and Company, this Appendix shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Company. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the Company and the Bank for initiation of Payment Orders not in person at Bank's physical location. For Business Internet Banking access to Bank's Wire Transfer Services, the Master Agreement and the Security Procedures set forth in it also apply to the extent not covered by those set forth below. Company acknowledges that the Security Procedures are commercially reasonable in the context of the Company's operation, requirements, and internal procedures.

The following Security Procedures shall apply with respect to all wire transfers (or amendments or cancellations thereto) of Company under the Service Agreement:

1. **Set-Up Security Procedures**

- (a) Company shall designate the Administrator in accordance with the provisions of the Master Agreement that will designate employees or representatives ("Users") who will have the authority to (i) initiate, amend or cancel Payment Orders, (ii) receive callbacks confirming Payment Orders, (iii) agree upon or modify Security Procedures, (iv) add or remove employees of Company who are designated to initiate, amend or cancel Payment Orders, (v) set dollar threshold limits when callbacks are to be used to confirm Payment Orders, (vi) designate or change telephone numbers to be called to confirm Payment Orders or amendments or cancellations of them, and (vii) otherwise authorize and provide designations for the Set-Up Forms and changes to this Agreement.
  
- (b) Bank may establish daily aggregate dollar limits on the amount of Funds Transfers to be made from Company's Account.
  
- (c) For Payment Orders via Business Internet Banking, the User must login to Business Internet Banking using the Security Procedures required by the Business Internet Banking Agreement.
  
- (d) Company assumes responsibility for all losses that could have been avoided if Company fails to comply with or directs Bank to waive any Security Procedures. For example, if Company elects to have the same individual initiate and confirm by callback any Payment Order, Company is responsible for all losses that could have been avoided had Company required Bank to contact another individual to confirm Payment Orders.

## FIRST FARMERS & MERCHANTS BANK

### BUSINESS INTERNET BANKING AGREEMENT

The following information represents the First Farmers & Merchants Business Internet Banking and Master Cash Management Agreement between you and First Farmers & Merchants Bank ("Bank", "we", "our", "ours"). This Master Agreement, including any related Business Internet Banking Customer Enrollment ("Enrollment Form") and any applicable Service Agreement and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of the Online and cash management services to you or anyone authorized by you (collectively, Company, you, your, yours) and describes your and our rights, responsibilities and obligations. The Enrollment Form is incorporated by reference and is made an integral part of this Master Agreement. By completing and signing the Enrollment Form, and/or using one or more of the Services, Company acknowledges receipt of this Maser Agreement and Company agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service which Company has selected. Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to review the Enrollment Form and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Service Agreement or otherwise prescribed by Bank. In the event of a conflict between the terms of this Master Agreement and those of any Enrollment Form, or Service Agreement, the terms of the Enrollment Form, or Service Agreement, as applicable, shall govern and control with respect to the Service at issue. In order to activate this Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Master Agreement.

**"Account" or "Accounts"** means one or more checking, savings, money market deposit or loan account that you have with us for commercial use. Accounts may include accounts of your Affiliates as provided for in Article IV Section I.

**"Account Access"** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**"Account Agreement"** means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**"Affiliate" or "Affiliates"** means a company or companies in which Company or Company's parent company has direct or indirect majority ownership.

**"Bill Payment Account"** means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the First Farmers & Merchants Business Internet Banking Service.

**"Bill Payment Service"** means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via personal computer entered on the bill payment site.

**"Bill Payment"** or **"Payment"** means the remittance of funds, initiated through First Farmers & Merchants Business Internet Banking, from a Bill Payment Account to a Payee.

**"Business Day(s)"** means 8 a.m. to 5 p.m., Central Time, Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**"Business Internet Banking Customer Enrollment"** or **"Enrollment Form"** means the First Farmers & Merchants Business Internet Banking Enrollment Form.

**"Deposit Account Agreement"** has the meaning provided in Article X Section G.

**"Electronic"** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**"Funds transfer"** or **"Transfer"** means a transfer of funds, initiated through First Farmers & Merchants Business Internet Banking Service, from one eligible account to another.

**"First Farmers & Merchants Business Internet Banking"** or **"Service"** means the service(s) described in this Agreement.

**"Password"** means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our First Farmers & Merchants Business Internet Banking Services.

**"Payee"** means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using First Farmers & Merchants Business Internet Banking Services.

**"PC"** means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of First Farmers & Merchants Business Internet Banking Services.

**"Transfer Day"** means Monday - Friday, to 5:00 p.m., Central Time. Holidays are not included.

Other definitions may be set forth elsewhere in this Master Agreement.

## II. Setup and Use of Online Access Services.

### A. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have, you will have access through the Service to the Accounts you specify on the Enrollment Form. If you specify more than one Account on the Enrollment Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. Prior to your first use of Service, the Bank will assign you a User Name and Password (the User Name and Password collectively are referred to as the "Access Codes"), required to gain access to the Service. The First Farmers & Merchants Business Internet Banking system will ask you to change your Password the first time that you use the system.

### B. Security Procedure.

The use of the Access Code is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and

making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

1. You agree to comply with the "Security Procedures" and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You agree to appoint and designate an administrator (the "Administrator") who will be authorized and responsible for creating and maintaining subsequent User Ids, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, ("User") and providing new and subsequent Security Devices to those Users. Bank will provide Customer's designated Administrator, through United States postal mail and/or other delivery service selected by Bank at Bank's option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Master Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.
2. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of customer to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Customer, including but not limited to this Master Agreement.
3. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Administrators and Users. You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by your, your employees', or agents' failure to keep the Security Procedures or Security Device confidential and secure.

4. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.
5. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

C. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Service Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Master Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of First Farmers & Merchants Business Internet Banking after the effective date of such changes will constitute your consent to the changes.

D. Equipment Requirements.

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and or Software, which requires a web browser with Java scripting capabilities and 128-bit encryption. Also recommended is an internet connection speed of 28.8 kbps or higher, Microsoft Internet Explorer® Version 7.0 or higher (for Windows), Mozilla Firefox® Version 5.x or higher (for Windows or Mac OS) or Apple Safari® Version 4.x or higher (for Mac OS) Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

III. First Farmers & Merchants Business Internet Banking Access Services.

Products and Services Offered.

Company may use the Services to:

1. Make transfers between Accounts you may have with us.

2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your account balance is generally current as of 8:00 a.m. Central Time of each Business Day, but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts over the previous thirty (30) days.
5. Transfer money to make loan payments.
6. Issue Stop Payment Requests.
7. Communicate directly with Bank via electronic messaging.
8. Download account information in various formats.
9. \*Originate ACH entries.
10. \*Subscribe to and use Positive Pay Services.
11. \*Make Wire Transfers.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through First Farmers & Merchants Business Internet Banking. Information about new services may be obtained from our website at [www.myfirstfarmers.com](http://www.myfirstfarmers.com). By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

In most cases you may use First Farmers & Merchants Business Internet Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny First Farmers & Merchants Business Internet Banking account access, restrict First Farmers & Merchants Business Internet Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that the Service may be provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

\*You must execute the applicable Service Agreements to use these services.

#### IV. Additional Information about the Services.

##### A. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

##### B. Processing Fund Transfers.

We can process a Transfer until 5:00 p.m. Central Time on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Business Day. You can post-date a Transfer.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you or your Affiliates have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

C. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

D. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per calendar month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

E. E-Mails.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling the Online Banking Department (see Article X, Section F). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

F. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through First Farmers & Merchants Business Internet Banking on the same business day as a First Farmers & Merchants Business Internet Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the First Farmers & Merchants Business Internet Banking transfer to be made, then the electronic funds transfer will have priority and the First Farmers & Merchants Business Internet Banking transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

G. Bill Payment Service.

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you

agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to 8:00 p.m. Central Time. Changes to previously scheduled Payments must be made before 8:00 p.m., Central Time the Business Day before the day it is to be initiated. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the same Business Day for Electronic Payments as well as Payments made by check. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$9,999.99 for check Payments and the minimum per Payment amount is \$0.01. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Bank reserves the right to impose limits at some future date, with proper written notice.

For all subsequent Payments, you agree to allow at least five (5) to eight (8) Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Bank will work with the Payee on your behalf to have any late fees or charges reversed.

At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, the Transfer or Payment will be canceled and no further attempt will be made by Bank to make the Transfer or Payment. Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it

will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed three (3) Business Day before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 9:00 a.m. p.m. Central Time on the day such check is scheduled for final payment.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

In order for the Bill Payment Service to remain in active status, you must pay a bill at least once every two (2) months.

#### H. Stop Payment Requests.

Unless otherwise specified in any applicable Service Agreement, any stop payment order which Customer wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Company acknowledges that Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by Company. You may not use this Stop Payment Request service to stop payment on a payment issued using the Bill Payment Service. You may be able to stop a Bill Payment issued in paper form by contacting the support line by telephone at (800) 882-8378 before the paper draft has been finally paid. Any Stop Payment Request for ACH debits or paper drafts must be placed at a Bank branch office location. If Customer has elected to issue stop payment orders via Business Online, the following provisions shall apply:

1. You have requested us to provide Stop Payment Services under Business Online to enable you to electronically issue stop payment entries ("Stop Payment Request"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section H.
2. You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.
3. You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Bank is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.
4. Stop Payment Requests that we receive prior to 9:00 a.m. (Central Time) on a particular Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.

5. The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Business Online at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.
6. You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.
7. You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

I. Access to Affiliate Accounts

1. Bank, in its discretion, may permit Company to add Accounts of its Affiliates to the Service. Any Affiliate Accounts added to the Service will be linked together with your Accounts and you will be able to access and utilize the Service in connection with such Affiliate Accounts.

2. Bank will only permit such account linkage where the Affiliate becomes a party to this Agreement and executes any and all agreements, authorizations, and/or other documentation as Bank requires from time to time. Any Affiliate whose Account(s) is/are added to the Service will be deemed a Company of the First Farmers & Merchants Business Internet Banking Service and this Agreement will be collectively applicable to you and Affiliate.

3. You represent and warrant to Bank that if Accounts held under different tax IDs are linked, the representative executing the Enrollment Form is authorized to designate all such Accounts as accounts to be accessible through the Service included on the Enrollment Form and that no Account included on the Enrollment Form for common access is restricted from such common access by any provisions of Company's and/or Affiliate's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank and that each service provided for the Accounts by First Farmers & Merchants Business Internet Banking has been duly and legally authorized by You and each Affiliate. Where accounts held under different tax identification numbers are requested to be linked, you acknowledge that Bank shall rely on the Security Procedure to determine authority of one Affiliate to transfer funds or conduct other transactions effecting Accounts of other Affiliates. You acknowledge that you are responsible for determining any limitations on access to your or Affiliate's Accounts by your officers, employees, or other designated representatives.

4. Where Bank permits linkage between Affiliate Accounts, you and the applicable Affiliates shall, jointly and severally direct Bank and authorize it: (a) to provide complete access by you to Affiliate's account(s) as designated in the Enrollment Form, and (b) to recognize, accept and effectuate any and all transactions initiated through the Service available under this Agreement, by you, with respect to Affiliates' Accounts, all without further inquiry regarding: (i) the authority of the person(s) initiating the transaction(s), and (ii) any aspect of the transaction(s) itself. Bank shall not otherwise be deemed to have any knowledge of any agreement or provisions of any agreement that may exist between you and your

Affiliates respecting such banking or other matters, nor any of yours or Affiliates' respective duties thereunder.

5. By entering into this Agreement, you represent and warrant to Bank that (i) you have fully advised the appropriate owners, officers, and other personnel of any applicable Affiliate regarding the terms hereof, including, among other things, terms and conditions relating to your rights and obligations with respect to account linkage matters and with respect to the Affiliate's joint and several obligations hereunder relating to such transactions; (ii) Affiliate fully agrees to be bound by the terms hereof in respect of its accounts, including, among other things, the charging of fees to its Accounts as described in this Agreement; (iii) Affiliate has, or at the appropriate time shall have, assumed all obligations and risks assumed by you pursuant to the terms of this Agreement with respect to transactions affecting Affiliate's Accounts, in the same manner as if Affiliate had entered into this Master Agreement directly and directly caused such transactions to occur.

Bank shall have no responsibility with respect to the application of funds by you, and Bank's obligations with respect to such Account linkage matters shall be limited strictly and specifically to those expressly set forth herein.

6. Monthly maintenance fees for use of the Services shall be charged to your Account. All transaction fees and charges incurred for specific transactions and services by Affiliates executed using the Services shall be charged to the applicable Account.

7. You and Affiliate, jointly and severally, hold Bank harmless and indemnify Bank for any loss, damage, injury, assessment, judgment or liability, suffered or incurred by Bank, and for any claim, proceeding, action or cause of action brought against Bank (including reasonable attorneys' fees relating thereto), arising from, or in any manner in connection with, Bank permitting access by you to Affiliate's Accounts and any transactions effected by you through this Agreement.

8. Your authorization for Bank to perform Services for or with Affiliates in this Section I shall be for an indefinite term and shall continue until terminated as provided herein. This authorization may be terminated by either party, at any time, in their sole discretion, upon written notice to the other parties. Notice of termination initiated by Bank shall be effective upon receipt by you and Affiliate. Notice of termination initiated by Company or Affiliate, shall be effective five (5) business days after receipt, and written acknowledgment of such receipt, by Bank, or such earlier time as Bank may effectuate the termination. Bank shall be authorized to continue to rely upon the representations made herein by Company and Affiliate, and may continue to provide access by Company to Affiliate's accounts and process transactions, until notice of termination initiated by either Company or Affiliate is received and acknowledged as provided above.

9. If the accounts of more than one business entity are linked together, the delivery of notices, documents and correspondence to you in connection with the Service shall be deemed to be delivered to all entities.

V. Limitations. Your use of these Services is subject to the following limitations:

A. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

B. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

C. Foreign transactions.

No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Master Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

VI. Parties' Responsibilities.

A. Your Responsibility.

1. Physical and Electronic Security.

i. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

ii. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

iii. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, 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. To notify us, call us at the number provided in Article X Section F between 8:00 am. and 5:00 p.m, Central Time, during a Business Day.

3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

4. Required Deposit Balance.

You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

5. Data and Information Supplied by You.

You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to you for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Service Agreement and the Operating Instructions.

6. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Master Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

7. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Master Agreement or any applicable Service Agreement and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

8. Payment for Services.

You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Master Agreement or any applicable Service Agreement. Depending on which First Farmers & Merchants Business Internet Banking services you subscribe to, you will be charged the applicable First Farmers & Merchants Business Internet Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use First Farmers & Merchants Business Internet Banking.

The Bank may change or add any fees for First Farmers & Merchants Business Internet Banking by the procedures outlined in Article IX for amending this Master Agreement. Fees charged for First Farmers & Merchants Business Internet Banking under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us.

You authorize the Bank to deduct all applicable Monthly Fees from any Account listed on the Enrollment Form, regardless of whether any such Account is owned by you or an Affiliate. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement.

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 Service, this Master Agreement and applicable Service Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

9. Remotely Created Checks.

If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

10. Use of Services.

You will use the Services only for its own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

11. Minimum Balance.

You agree to maintain a minimum collected balance in the amount and account specified if required to do so from time to time by Bank in its sole discretion.

12. Prohibited Transactions. Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Company is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any

activity or business that would result in Company being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Bank has no obligation to monitor Company's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

B. The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Service Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Master Agreement and any applicable Service Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Master Agreement and any applicable Service Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

1. Access.

We will not be liable under this Master Agreement or any applicable Service Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the First Farmers & Merchants Business Internet Banking Services.

3. Any Transaction or instruction. (a) exceeds your collected and available funds on deposit with the Bank; (b) is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe may not be authorized by you; (d) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) is not in accordance with any other requirement stated in this Master Agreement and any applicable Service Agreement or any Bank policy, procedure or practice; or, (g) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

VII. Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a)

where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Agreement is confidential. Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of the your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

#### VIII. Termination.

Either you or the Bank may terminate this Master Agreement, any applicable Service Agreement, and your First Farmers & Merchants Business Internet Banking subscription at any time upon giving at least ten (10) days prior written notice of the termination to the other party. If you terminate First Farmers & Merchants Business Internet Banking, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of First Farmers & Merchants Business Internet Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

Notwithstanding the foregoing, Bank may immediately terminate this Master Agreement and/or any applicable Service Agreement without notice if, (a) you or we close your Accounts(s), or (b) in Bank's sole discretion, Bank determines that you have abused the First Farmers & Merchants Business Internet Banking Service or Bank believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Service Agreement is not terminated.

Bank's election to terminate this Master Agreement and/or any applicable Service Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Master Agreement and/or any applicable Service Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Master Agreement and/or any applicable Service Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Master Agreement and/or any applicable Service Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Master Agreement and/or any applicable Service Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Master Agreement and/or applicable Service Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

IX. Changes in Terms and other Amendments.

The Bank may amend the terms of this Master Agreement and any applicable Service Agreement alter, change, or modify the Services provided under the terms of this Master Agreement and any applicable Service Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

X. Other Provisions.

A. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Bank's Electronic Statement Delivery Authorization and Master Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Article X, Section F.

B. Hours of Operation.

Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, by calling the number provided in Article X, Section F.

C. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's Business Online sites are the trademarks, service marks or logos of Bank, or others as indicated.

D. Web-linking Practices

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

E. Geographic Restrictions.

The Services described in this Master Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

F. Contact Information.

In case of questions about your electronic transactions contact customer service at:

First Farmers & Merchants Bank  
Attn: First Farmers & Merchants Bank Electronic Banking Department  
P. O. Box 1148  
Columbia, TN 38402-1148  
Phone: 931-388-3145 or Toll free at: 1-800-882-8378  
Fax us at : 931-490-5810  
E-mail: internetbanking@myfirstfarmers.com (Please note that banking transactions through SYSTEM are not made via e-mail)

G. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

H. Effective Dates.

The effective date of this Master Agreement and any applicable Service Agreement shall be the date upon which the Agreement is executed by you and accepted by Bank.

I. Internet Disclaimer.

For any Service(s) described in the Master Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or

inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

J. Limitation of Liability.

1. YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.
3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.
4. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.
5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR

THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

K. Compliance With Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

L. Relationship of Parties.

Company and Bank acknowledge and agree that the relationship between Bank and Company is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

M. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

N. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

O. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Service Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Service Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

P. ARBITRATION AND WAIVER OF JURY TRIAL.

YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS MASTER AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT.

Q. Governing Law.

These terms and conditions of this Master Agreement and any applicable Service Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions and without regard to your state of residence.

R. Enforcement.

In the event a dispute arises either directly or indirectly, under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in Columbia, Tennessee. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

S. Miscellaneous Provisions.

1. Headings. The headings and captions contained in this Master Agreement and any applicable Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Service Agreement or its interpretation, construction, or meaning.
2. Severability. The holding of any provision of this Master Agreement and any applicable Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Service Agreement, which shall remain in full force and effect.
3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Service Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation

hereof be affected by such a waiver.

4. Binding Effect. This Master Agreement and any applicable Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
5. Entire Agreement. This Master Agreement and any applicable Service Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.
6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Service Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Master Agreement and any applicable Service Agreement to a company affiliated with the Bank or to any other party.

*No signature is required on this Master Agreement. By signing an Enrollment Form, Company acknowledges its receipt of and agreement to the terms of this Master Agreement.*

**First Farmers and Merchants Bank  
Wire Transfer  
Authorized Senders and Accounts**

Customer Name City of Spring Hill  
 Address 199 Town Center Parkway  
 City Spring Hill State TN Zip Code 37174

**INSTRUCTIONS TO CUSTOMER: List below (1) All account numbers subject to wire transfer; and (2) All new and previously listed Authorized Senders.**

- 1) 8087164 4) 8087172
- 2) 8087180 5) \_\_\_\_\_
- 3) 8292442 6) \_\_\_\_\_

Authorized User(s) Please Print or Type	Telephone Number Include Area Code	Maximum Limit for Initiation of Repetitive Wire	Maximum Limit for Initiation of Non-Repetitive Wire	Maximum per day limit	Authorized Accounts
April Goad	931-486-2252	\$500,000	\$500,000	\$500,000	
Debbie Loveless	931-486-2252	\$500,000	\$500,000	\$500,000	

Customer acknowledges receipt of the First Farmers and Merchants Bank Wire Transfer Agreement and agrees to be bound by the terms and conditions therein. If customer desires to delete or modify the authority of any Authorized Sender(s) or add additional Authorized Senders, Customer must execute and deliver to Bank a new Wire Transfer Authorized Senders and Accounts form.

Customer City of Spring Hill  
 Authorized Signature   
 Name Victor Lay  
 Title City Administrator  
 Date April 18, 2013