

PERSONS BANKING COMPANY BUSINESS INTERNET BANKING SERVICE AGREEMENT

Business Internet Banking Service Agreement (“Agreement”) establishes the terms and conditions for electronic access to your accounts using PERSONS BANKING COMPANY Business Internet Banking Service (“BIBS” or “Service”).

1. **Definitions.** As used in this Agreement, the words “we”, “our”, “us” and “Bank” (and similar terms) mean PERSONS BANKING COMPANY. “You”, “your”, “Customers” and “Customer” (and similar terms) refer to the account holder named below and anyone else authorized by that account holder to exercise control over the account holder’s funds through the Service. “Accounts,” means customer accounts at the Bank that are accessed through the Service.
2. **Available Service.** Service is offered in one plan that provides levels of access, transactional capabilities, and security procedures which are generally summarized in Appendix A, attached to this Agreement. The following services are available:
 - a. **Accounting Information.** Permits Authorized Representatives to obtain balance and transaction information about your eligible accounts. Please note that because certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information. You may download your eligible account(s) information into software such as Intuit Quicken®, Intuit QuickBooks™, or Microsoft Money®.
 - b. **Funds Transfers**
 - i. **Internal Funds Transfers.** Allows authorized representatives to transfer money between eligible accounts with us. Transfers may be scheduled to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions of this agreement and other agreements between you and the Bank (including, but not limited to those contained in the Deposit Account Agreement that limit the number of transfer that may be made from you account during any monthly period). Although your authorized representatives can enter transfer information through the Service twenty-four (24) hours a day, seven (7) days a week, transfers can be initiated by the Bank only on Business Days. Funds will be deducted from your account on the Business Day for which your authorized representative directs the transfer to be initiated by the Bank. This date is referred to in this Agreement as the “Transaction Date.” If the date designated as the Transaction Date is not a Business Day, the Transaction Date will be deemed to be the Business Day following the date that your Authorized Representative designated. Transfer instructions must be received by the bank not later than 6:00 p.m. Eastern Time on any Business Day (the “Cut-Off Time”) in order for the transaction to be completed on that Business Day. If instructions for a “same day” transfer are received after the Cut-Off Time or on a day that is not a Business Day, your Authorized Representative will be deemed to have directed that the transfer occur on the following Business Day. For purposes of this Agreement, “Business Day” means Monday through Friday, excluding Bank holidays. Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly or other periodic basis. Once started, recurring transfers will be made automatically unless (1) your Authorized Representative has Internet Banking Administrator rights to change the transfer template; (2) tells us to stop or cancel the service in the manner provided below and, in such case, following a period of time that will give us a reasonable opportunity to act on that request. You can stop any or all of these recurring transfers by calling the Customer Service Center at the bank’s published

telephone number or writing us at the address on your checking account statement so that we receive the cancellation request not less than three (3) Business Days before the next Transaction Date scheduled for the recurring transfer. **Cancellation requests sent to us via electronic mail (via your personal or company email system) or in any manner other than the procedures set forth in this paragraph will not be accepted.** If your Authorized Representative calls, we will also require him or her to put the request in writing and get it to us within 14 days after your call. If we do not receive written confirmation of the cancellation request within 14 days, we reserve the right not to be further bound by those instructions. We may charge a fee for each such request.

Pursuant to federal law, you and your Authorized Representatives collectively may perform no more than six funds transfers, payments or preauthorized withdrawals per month (or monthly statement cycle) from any money market account or savings account. If you exceed the maximum number of allowable transfers, payments or preauthorized withdrawals on any money market account, the Bank will take such steps as it reasonably deems necessary to ensure your future compliance with allowable transfer limits, including terminating your Business Internet Banking Service. Additionally, excess withdrawals are subject to a per transaction excess withdrawal fee as set in our schedule of fees and services, as amended from time to time.

- ii. External Funds (Wire) Transfers. Wire transfer services are subject to the terms and conditions of the Bank's "Funds Transfer Agreement." A separate Funds Transfer Agreement must be executed by the Customer and approved by the Bank prior to Customer's use of the Service to process any funds transfers. A funds transfer template that is not an "open" template will, at a minimum, specify the receiving bank, receiving bank routing number, beneficiary name and account number, and, if for a recurring or repetitive transfer, the scheduled date or frequency for the transfer. An "open" template is one in which less than all of the minimum information set forth above is specified. You are permitted an unlimited number of templates, which may include "open" templates.

- c. Automated Clearing House (ACH) Origination. ACH origination services are subject to terms and conditions of the Bank's "ACH Agreement." A separate ACH Agreement must be executed by the Customer and approved by the Bank prior to Customer's use of the System Services to process any funds transfers by automated clearinghouse.

- d. Stop Payments. Allows your Authorized Representatives to initiate stop payment(s) on check(s) drawn on your Eligible Accounts via on-line instructions to the Bank, irrespective of the signer on the item. This feature cannot be used to stop payment on an automated clearing house (ACH) transfer, a wire transfer, a debit card transaction, or a paper draft. To access the Stop Payment Service, your Authorized Representative must log-on to the services by entering his or her Access Codes as directed by the Internet Banking screen message and select "Stop Payments" from the account level menu. To be effective, the stop-payment order must precisely identify the number, amount of the item, and the payee. You authorize us to follow the Stop Payment instructions that we receive on-line via access that was gained through the use of the Access Codes for the appropriate Authorized Representative(s) and to debit the Eligible Account (or any of your other accounts) for a stop payment fee in accordance with the Bank's current schedule of fees. We must receive the Stop Payment instruction in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item, unless we have, due to certain "same day" transactions, essentially honored the item before the cutoff time, such as would occur if we paid the item in cash or we issued a cashier's check, or other official check, for the item. We will acknowledge our receipt and processing of Stop Payment instructions by an "approved" message appearing on the Stop Payment screen. Given the above limitations about certain "same day" transactions, however, such "approved" message does not

mean that the Bank has successfully stopped payment on the item. Stop Payment requests are valid for a period of two (2) years unless your Authorized Representative instructs us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional two (2) years periods at the fee in effect when the renewal is placed. Your Authorized Representative may cancel a stop payment at any time, in person, at the Bank, or by calling the Bank's Customer Service Center at 877-753-9224. If we are notified by telephone, we will request that your Authorized Representative confirm your request in writing. We may pay the check when the stop payment order expires.

If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful to write the word "replacement" on it so it is not mistaken for the original check. **Stop payment requests sent to us via electronic mail (via your personal or company email system) or in any manner other than the procedures set forth in this paragraph will not be accepted.**

3. **Application.** You must complete and return to us an Application and Enrollment Agreement for Business Internet Banking for our approval. This Agreement is not complete unless and until we review and approve that agreement.

4. **Security Procedures.** We will provide you with an Access ID and password ("Password") to access our Service. You agree to: (a) comply with this agreement; (b) take reasonable steps to safeguard the confidentiality and security of the Password, and any other proprietary property or information we provide to you in connection with the Service; (c) not permit more than one person to use the same password; (d) not permit any person other than an Authorized Representative or your Internet Banking Administrator to have access to any of the Access IDs; and (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Internet Banking Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Password or is otherwise processed by us in accordance with our security procedures.

5. **Access Control/Internet Banking Administrator.** The Bank will issue the Access ID and password, and set parameters for Accounts and for your Internet Banking Administrator. You will appoint an individual ("Internet Banking Administrator") with the Authority to determine who will be authorized to use the Services on your behalf. Your Internet Banking Administrator will establish limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Internet Banking Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Internet Banking Administrator to use the Services. You or your Internet Banking Administrator will need to designate which accounts will be utilized for Service payments and transfers. No account requiring more than one signature for withdrawal of funds may be accessed via the System. (If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the password designated by you or your Internet Banking Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to transfer funds), even though the signature card for the account in question indicates that it is two-or-more signature account.) As long as an instruction is accompanied by the designated

password, the transaction will be deemed authorized by you.

6. **Equipment.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. **You agree to maintain reasonable anti-virus, intrusion detection, and firewall software on all computer systems that you use to access the Service.**
7. **Fees.** You agree to pay us the fees we establish for each of the Services. We may amend our Service pricing from time to time. See Appendix A for our current Fee Schedule. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. In addition to the Service fees, you also are responsible for the costs of any communication lines and any data processing charges payable to third parties.
8. **Information Processing and Reporting.** We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. Our sole responsibility for any reporting errors caused by us will be to process the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.
9. **Reliance On Third Parties.** Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors
10. **Internet Access.** **Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.**

Your use of the Internet will be entirely at your own risk. Some risks of Internet use are that unauthorized persons may attempt to access your computers via the Internet, and your computers may be infected by malicious software viruses. Such software viruses can damage and corrupt your hardware and software, and lead to a compromise of your access codes for the Service. You are responsible for all transactions conducted under the authority of passwords issued to your Internet Banking Administrator and other authorized users, even if unauthorized parties are using the passwords. In order to control such risks of Internet use, you agree to maintain reasonable anti-virus, intrusion detection, and firewall software on all computer systems that you use to access the Service. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services.

You agree that: (a) any Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) we may monitor your e-mail and Internet communications with our employees; and (d) our Internet services will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

- 11. Cutoff hours.** A number of our Services are subject to processing cutoff hours. All cutoff hours are Eastern Standard Time, or Eastern Standard Daylight Time, when it is in effect. The cutoff hour for funds (wire) transfers is 4:00 p.m. on business days. The cutoff hour for ACH transactions is 1:00 p.m. on business days. The cutoff hour for internal transfers and stop payment orders is 6:00 p.m. on business days. Our Business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.
- 12. Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data records or items due to a breakdown in any computer or communication facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), acts of terrorism, or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) YOUR FAILURE TO MAINTAIN REASONABLE VIRUS PROTECTION, INTRUSION DETECTION OR FIREWALL SOFTWARE or (k) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the lesser of our service charges for the applicable period or transaction, or \$1,000. Any claim, action or proceeding by you to enforce the terms of this agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

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

- 13. Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) actions or omissions by you, your agents or employees.
- 14. Notices.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any Password or Access ID; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which

result from your failure to give us such notice or which might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest which results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, e-mail or mailing address shown for you in our deposit or Service records. You agree to provide us with advance notice of any change in your address or email address. Notices to us must be sent to the Electronic Banking Department, PERSONS BANKING COMPANY, P O Box 830, Perry, GA 31069.

- 15. Your Records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, supervision, internal control, and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission or other order affecting an account.
- 16. Termination.** Either party may terminate this Agreement as to some or all of the Services, with or without cause, by going 20 days prior notice to the other party. We may terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.
- 17. Miscellaneous Terms.**
- a. Amendments. We may amend (add to, delete or change) the terms of this Agreement and the Service fees by providing you with prior written or electronic notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of the Services.
 - b. Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Please see your deposit agreement for additional details (e.g., limitation on time to sue, overdrafts, etc.). Unless we provide otherwise in writing, they constitute (along with the Fee Schedule) the entire agreement between you and us with respect to the Services.
 - c. Financial Review. You agree to provide us with a financial statement and other information on your financial condition upon our request.
 - d. Governing Law/Compliance. This Agreement will be governed by and construed in accordance with the laws of the state of Georgia. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.
 - e. Monitoring of Communications. You agree on behalf of yourself, you employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.
 - f. No Assignment. We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

- g. Third Parties. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.
- h. Security Interest. You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.
- i. Waivers/Validity. Any Waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. If any provision of the Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

This Agreement shall be effective when Bank accepts and agrees to it, as evidenced by the signature of a Bank officer below. You represent and warrant that this Agreement, once duly executed and delivered by both parties, will be a valid agreement enforceable against Customer in accordance with its terms. You agree to cooperate with Bank in all manners reasonably requested by Bank, including providing Bank with information about you and executing and delivering to Bank any documents reasonably requested by Bank to further the process of this Agreement.

Appendix A

FEATURE	Services
Monthly Fee	Free
Allow Authorized Representatives with unique passwords access to the system	UNLIMITED Authorized Representatives
Eligible Accounts	Unlimited Eligible Accounts (deposit or loan) (No two-signature accounts.)
Account Balance & Activity Information	Memo ledger balance Previous and current day's activity
Internal Fund Transfers	Unlimited transfers-no charge
Funds Transfers*	Domestic wires-\$20 International wires-\$75 ACH file upload-\$5 Unlimited templates Open templates permitted
Customized account names	Yes
Customized display and groups	Yes
Export transactions	Yes
Control features or functionality by Designated System Administrator	Add and change access to employees and templates
Require dual authorization for funds transfers (optional)	Yes
Implementation Fee	Free
Changes to designation of Eligible Accounts, Authorized Representatives, funds transfer templates, access rights and other security procedures	Free

* Other fees and agreements may apply. Please refer to the bank's standard schedule of fees and services, as amended periodically.