
PROVIDENT BANK

ONLINE BUSINESS BANKING AGREEMENT

This agreement and disclosure ("Agreement") governs the terms and conditions of the use of Provident Bank Online Business Banking service ("Online Business Banking"), a convenient business account access service provided to eligible business and/or organizational customers of Provident Bank (hereinafter also referred to as "Provident", "Bank", "us" or "we"). Each time Online Business Banking is accessed using any Password, User ID or other Online Business Banking Access Device assigned to the undersigned business and/or organizational entity (the "Entity"), the Entity agrees to be bound by the terms and conditions of this Agreement. Please read this Agreement carefully. Please keep a copy of this Agreement, including all amendments, for your records.

Online Business Banking is available over the Internet and is accessed through the Bank's website.

By accepting this Agreement as evidenced by your signature below, you are binding the Entity to the terms of this Agreement and are agreeing on behalf of the Entity to the electronic delivery to the Entity of any amendments to this Agreement and any and all disclosures and other information related to any Linked Account that are required to be delivered to the Entity in writing under applicable law. This includes, without limitation, electronic delivery of change-in-terms notices affecting the Entity's accounts and/or the use of Online Business Banking. The Entity is deemed to have received any electronic messages sent to the e-mail address designated on the Entity's Enrollment Form or at the time that they are posted and made available on our Online Business Banking website. These messages and communications can be printed when accessed by using the "print" function of the software being used to access Online Business Banking. The Entity's consent to receive electronic communications from the Bank in connection with this Agreement will apply only to this Agreement and all Linked Accounts, and such consent will not apply to any other accounts, products or services which are not related to this Agreement or otherwise linked to the Entity's Online Business Banking Account.

This Agreement is the complete and exclusive agreement between the Entity and Provident with respect to the use of Online Business Banking. This Agreement, however, is in addition to any and all other agreements or disclosures provided to you and/or the Entity in conjunction with any Linked Accounts. To the extent that such other agreements and disclosures do not conflict with the terms and conditions set forth herein, they will still govern the use of the Entity's applicable account. These other agreements and disclosures include, for example, any Business Account Agreement or the Bank's Funds Availability Policy, and/or Business Services Fee Schedule. In the event of a conflict between this Agreement and any other agreement or disclosure related to any Linked Account or any statement by any Bank employee or agent, this Agreement shall control.

As a representative of the Entity, the Online Account Manager and/or Authorized Signer will have the right to request and receive a copy of this Agreement on behalf of the Entity.

To obtain a written copy of this Agreement or any electronic disclosure or message which we have delivered to you and/or the Entity, contact us by e-mail at:

commercialdepservices-cashmgmt@providentnj.com

or call us at (732)-590-9288.

or write us at:

Provident Bank Cash Management Operations P.O. Box 1001 Iselin NJ, 08830

1. DEFINITIONS

The following definitions apply in this Agreement:

- **“Authorized Signer”** means each owner and/or representative of the Entity authorized to exercise control over an account held at Provident, including the funds held therein.
- **“Authorized User”** means the designated Online Account Manager and any other person authorized by such Online Account Manager on behalf of the Entity to access and use the Entity’s Online Business Banking Account and thereby bind the Entity through the use thereof;
- **“Bank Holiday”** means any day that the Bank is closed for normal business;
- **“Business Day”** refers to Monday through Friday, excluding federal holidays.
- **“Business Account Agreement”** means the agreement under which a Linked Account was opened by the Bank on behalf of the Entity and which sets forth therein the overall terms and conditions of the account and the Authorized Signer(s) on the account;
- **“Business Bill Payment”** refers to the Business Bill Payment service described in this Agreement and each individual Business Bill Payment that any Authorized User requests on behalf of the Entity;
- **“Business Bill Payment Account”** means the Entity’s designated business checking account at Provident from which Business Bill Payment deductions will be made;
- **“Company Administrator”** Upon enrollment and setup on Business eBanking, the enrollee of the company is assigned a primary user who is assigned the Administration role. The primary user is entitled to all services and to all accounts associated with those services (per the company profile) upon initial sign on to Business eBanking. The service and account entitlements may be modified, as desired (through User Setup). Please note, if a change is made to the company profile (i.e. services added or removed) or the accounts associated with available services, the primary user is once again entitled to all services and all accounts associated with those services upon sign on into Business eBanking after the change. Modifications made to the service and account entitlements prior to the company profile change no longer apply and need to be re-applied, if desired.

The primary user can add, edit, or remove Business eBanking users and assign service level and account level entitlements to users (through User Setup) to allow access to the company's available services. The primary user may also create and entitle additional users to perform these functions by assigning the Allow Administration role to their user setup.

- **“Deposit Account”** means any business checking or business savings account, certificate of deposit (CD) and/or other deposit account that the Entity may have with us that was established primarily for the Entity’s business use;
- **“ET”** means Eastern Time (United States);
- **“Electronic Fund Transfer (EFT)”** means any transfer of funds to or from a Linked Account, including Business Bill Payments, initiated by an Authorized User at an electronic terminal (including a personal computer);
- **“Enrollment Form”** the written Online Business Banking application form submitted by the Entity to the Bank for approval and establishment of an Online Business Banking Account;
- **“Entity”** means the undersigned corporation, partnership, limited liability company, sole proprietorship or other legal entity or association, either organized under or registered pursuant to the applicable laws of the State of New Jersey, which has been approved by the Bank to use Online Business Banking. Whenever used throughout this Agreement, this term shall include any Authorized Signer, Online Account Manager, Authorized User and any owner, shareholder, partner, member, or other person, entity or association that has an ownership interest in the particular Entity;
- **“Linked Account”** means each Deposit Account or Loan Account of the Entity held at Provident by a business managing multiple organizations which the Online Account Manager designates for access through both Online Business Banking and the Entity’s Online Business Banking Account;
- **“Loan Account”** means any mortgage loan, line of credit, installment loan or other credit account or loan that the Entity may have with us that was established primarily for the Entity’s business use;
- **“Online Account Manager”** the undersigned individual that has bound the Entity to this Agreement, as evidenced by his or her signature below, and who is authorized by the Entity to access, use and manage the Entity’s Online Business Banking Account. This person is also responsible for designating any and all Authorized Users and for monitoring all use of the Entity’s Online Business Banking Account and the Entity’s compliance with all of the terms set forth under this Agreement;
- **“Online Business Banking”** means Provident Bank Online Business Banking service described herein. This term also includes the Business Bill Payment service feature described in this Agreement as well as any other account access or electronic funds transfer service feature either accessible at or provided through the Bank’s Online Business Banking website;

- ***“Online Business Banking Account”*** means all Linked Accounts and all of the services provided to the an Entity through Online Business Banking as set forth under this Agreement;
- ***“Online Business Banking Access Device”*** Any Password or User ID, Bank-issued card, code, token or other means of access to an account that allows any Online Account Manager or other Authorized User to access and use Online Business Banking;
- ***“Password”*** is the customer-generated code selected by an Authorized User that will allows such user to connect to Online Business Banking;
- ***“User ID”*** is any Bank-generated identification code assigned to the Entity or any Authorized User that allows for access to Online Business Banking;
- ***“You” or “your”*** refers to the Entity, the Online Account Manager and/or any and all Authorized Users as determined by the context whenever such term is used herein.

2. ELIGIBILITY

- 2.1. To be eligible to use Online Business Banking, the Entity must have at least one account with Provident, access to Internet service and an e-mail address. The Entity must provide the Bank with a resolution of the Entity, in a form acceptable to the Bank, which designates therein the one (1) individual who has the sole authority to bind the Entity to this Agreement and who shall serve as the Online Account Manager. Also, the Online Account Manager must have properly completed, signed and delivered an Enrollment Form to the Bank, and the Entity must have been approved by the Bank to use Online Business Banking.
- 2.2. To be eligible for Business Bill Payment service, the Entity must have at least one account with Provident which any Authorized Signer has designated as a Business Bill Payment account. This account must be a business checking account or other transactional type account acceptable to the Bank. If an existing Business Bill Payment account is closed, the Entity must contact the Bank immediately to designate another account with us as the Entity’s Business Bill Payment Account.

3. ACCESSING ONLINE BUSINESS BANKING

- 3.1. Once we have received, processed and approved the Entity’s online Enrollment Form sent to us by the Company Administrator and/or an Authorized Signer of the Entity, Online Business Banking can be used by any Authorized User to access any Linked Accounts.
- 3.2. Access to Linked Accounts through Online Business Banking will be based upon the use of a Company ID, User ID, Password, or other Online Business Banking Access Device assigned to any Authorized User by the Company Administrator.
- 3.3. Linked Accounts must be used primarily for business purposes of the Entity. If any Linked Account is used for personal use, we reserve the right to terminate the Entity’s access to Online Business Banking.

- 3.4. Online Business Banking is available 24 hours a day, seven (7) days a week. However, availability of Online Business Banking or any individual service or feature thereof, such as Business Bill Payment, may be suspended for brief periods of time due to system outages, updates, maintenance and/or revisions.
- 3.5. The Bank hereby reserves the right at any time, in its sole discretion, to deny or restrict in any manner access to Online Business Banking, and the Bank further reserves the right to reject any Online Business Banking request.
- 3.6. All Online Business Banking requests made after 8:00 p.m. ET on any Business Day or made at any time during a Saturday, Sunday or Bank Holiday will be considered to be made on the next Business Day.
- 3.7. All ***Cutoff Times*** referenced in this agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff.

4. TYPES OF TRANSACTIONS AVAILABLE

- 4.1. Depending on the Internet-access device that is used to access Online Business Banking, the transactions that are available may vary. Generally, however, the following types of transactions are available:

Account Access. Once the Entity is enrolled in Online Business Banking, each Authorized User will be given access any Linked Account(s).

Transfers of Funds. In addition to viewing account information, Authorized Users may use the Entity's Online Business Banking Account to request the transfer of funds between Linked Accounts. However, transfer of funds to or from a passbook savings account, or certificate of deposit(s) cannot be performed through Online Business Banking as those types of accounts or not eligible.

The following limitations also apply:

Statement Savings Accounts. No more than six (6) transfers from this type of account per statement period can be made by preauthorized or automatic transfer or by telephone or Online Business Banking;

Money Market Savings Accounts. No more than six (6) transfers from this type of account per statement period can be made by preauthorized or automatic transfer or by telephone or Online Business Banking.

All "Linked Accounts". In addition to the above provisions, the number of transfers from Provident accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable Business Account Agreement and disclosures for those accounts. The Entity and each Authorized User should refer to the Business Account Agreements and disclosures for a description of any applicable transaction restrictions and service charges that may apply.

Additional Services. New services may be introduced for Online Business Banking from time to time. The Bank will notify the Entity of the existence of these new services as

required by law. When an Authorized User uses any of such new services, the Entity agrees to be bound by the rules and conditions of this Agreement and any other disclosed rules and conditions that may apply.

- 4.2. All funds from any transfers successfully submitted through Online Business Banking by 8 p.m. ET on a Business Day will be posted to the designated account of the Entity that same day. The account balance affected by a transfer will be posted to your account on the next Business Day if the transfer is submitted and processed after 8 p.m. ET on any day.

5. SECURITY

- 5.1. The Entity understands the importance of preventing the misuse of any Linked Account linked through Online Business Banking and agrees to promptly examine all applicable bank statements upon receipt of same. The Entity agrees to protect the confidentiality of all accounts and account numbers, and any Company ID, Password, User ID, or other Online Business Banking Access Device assigned to the Entity or any Authorized User and any other information of a confidential nature, such as any tax or employer identification number.
- 5.2. Each Company ID, Password, User ID or other Online Business Banking Access Device assigned to the Entity or any Authorized User is intended to provide security against unauthorized entry and access to the Entity's Online Business Banking Account. Data transferred via Provident's Online Business Banking system is encrypted in an effort to provide transmission security, and the Online Business Banking system utilizes identification technology to verify that the sender and receiver of Online Business Banking transmissions can be appropriately identified by each other.
- 5.3. Notwithstanding our efforts to ensure that the Online Business Banking is secure, please note that the Internet is inherently insecure and that all data transfers, including electronic mail, or e-mail occur openly on the Internet, and potentially can be monitored and read by others. We cannot and do not warrant that data transfers or emails utilizing Online Business Banking transmitted to and from us, will not be monitored, intercepted or read by others.

6. FEES

- 6.1. If applicable, when any transactions are requested through Online Business Banking, the Entity will be responsible for any fees and/or service charges that normally apply to the maintenance or usage of the related account or to the transaction(s) that have been requested. Please see our Business Services Fee Schedule for a listing of these fees and service charges and possible ways to waive such fees depending on the type of account maintained.
- 6.2. We may change or add fees or service charges for Online Business Banking by following the procedures outlined in the applicable Business Account Agreement for making such changes.
- 6.3. The Entity is responsible for all telephone charges incurred in connecting to Online Business Banking and for charges by any service provider providing connection to the Internet.

7. AUTHORIZATIONS

- 7.1. Only the Company Administrator will have the ability to apply to the Bank for any Password, User ID or other Online Business Banking Access Device required to access the Entity's Online Business Banking Account. Once any such Business Banking Access Device has been assigned by the Bank to the Entity, the Company Administrator will then have the sole responsibility for safeguarding such access devices and providing them to the individual(s) that the Entity and/or the Company Administrator thereby designates to be an Authorized User of the Entity's Online Business Banking Account.
- 7.2. The Entity and Company Administrator hereby agrees not to disclose or otherwise make any Company ID, Password, User ID or other Online Business Banking Access Device available to anyone that the Entity or the Company Administrator does not want to be an Authorized User.
- 7.3. The Entity hereby acknowledges that it will be liable for all unauthorized transactions that have occurred on any account as a result of any lost, stolen or compromised Company ID, Password, User ID, or other Online Business Banking Access Device up until such time that the Bank has received proper notification of such in the manner set forth in this Agreement.
- 7.4. If the Entity or its Company Administrator has authorized any person to access and use its Online Business Banking Account or has otherwise provided any person with any of the Entity's Online Business Banking Access Devices, such authorization shall be considered by us to be unlimited in amount and manner and will be effective until the following takes place: (i) the Entity notifies us in writing that it has revoked the authorization to any particular individual; and (ii) we have had reasonable opportunity and time to act on such notification. The Entity's written request to revoke or cancel an Online Business Banking Access Device will be processed the next business day after it is received, and the Entity will be responsible for all transactions made with the Online Business Banking Access Device until that time.
- 7.5. The Entity acknowledges that anytime the Entity's Online Business Banking Account is accessed using any Online Business Banking Access Device assigned to the Entity, any such access and any resulting transactions shall automatically be deemed under this Agreement to have been performed by an Authorized User and shall be deemed to have been authorized by the Entity. Likewise, any such resulting transaction shall have the same validity as if authorized in writing signed for on behalf of the Entity by any Authorized Signer on the affected account.
- 7.6. The Bank is entitled to act on any transaction instructions received using any Password, User ID or other Online Business Banking Access Device assigned to the Entity and the affected account, and the Entity agrees that the use of any Password, User ID or other Online Business Banking Access Device will have the same effect as the written signature of an Authorized Signer on the affected account authorizing the transaction.

- 7.7. The Entity must not provide any Password, User ID or other Online Business Banking Access Device to any party which it does not intend to be an Authorized User. If the Entity does so, the Entity is authorizing that party to make transactions on any Linked Account. The Entity will be responsible for any transactions, including transfers resulting from the furnishing of any Online Business Banking Access Device to any party.

8. STATEMENTS AND DOCUMENTATION OF TRANSACTIONS

- 8.1. All Online Business Banking transfers and transactions will appear on the Entity's monthly account statement(s). The Entity will continue to receive its regular account statements in the mail in accordance with the terms of each respective Business Account Agreement.
- 8.2. The Authorized User that requests a transfer or other transaction will receive a reference number upon successful submission of each EFT requested through Online Business Banking, including Business Bill Payments.
- 8.3. If the Entity's monthly statement shows transactions that were not authorized, the Bank must be contacted at once in the manner described herein. The Entity must notify us promptly about any change in its address, so that we may send the Entity's monthly statements to the correct address.
- 8.4. Certain accounts may only receive a quarterly statement if there is no monthly activity.
- 8.5. A copy of any documentation provided to the Entity and/or any Authorized User which indicates that a particular Online Business Banking transaction was made shall be admissible as evidence of such transfer and shall constitute an automatic presumption that such transaction was made. Unless otherwise prohibited by law, any communication or material you transmit to us via the Online Service or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.
- 8.6. Account information provided to you as part of the Online Service *is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record.* The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon solely by you for taking, or forbearing to take, any action.

9. LIMITATIONS, PRIORITY AND PERFORMANCE OF TRANSACTIONS

- 9.1. We may, from time to time, limit the type, number and dollar amounts of transfers requested through Online Business Banking, notwithstanding the amount in any account.

- 9.2. If a hold has been placed on deposits made to an account from which an Authorized User wishes to transfer funds, the transfer may not be completed until the hold is removed and the deposited necessary funds are thereby made available to the Entity. Please consult the Bank's Funds Availability Policy in this regard. If there are not sufficient funds available in an account on the effective date of any requested transfer submitted through Online Business Banking, we may not complete the transfer and a service charge and/or late charge may be assessed against the applicable account as described in our Business Services Schedule of Fees.
- 9.3. If a submitted Online Business Banking transaction is scheduled to occur on any day that is not a Business Day, we reserve the right to debit or credit funds from the applicable account(s) on the first Business Day following the requested transfer date.
- 9.4. Other limits may apply on the number and dollar amount of transactions that can be performed on each Linked Account. Please consult each of the respective Business Account Agreements.

10. BUSINESS BILL PAYMENT SERVICE

If the Entity chooses to subscribe to our Business Bill Payment service, a convenient feature of Online Business Banking which allows the Entity to use an Internet-enabled device to direct payments from the Entity's designated Business Bill Payment Account to third parties, the following terms and conditions set forth in this section apply in addition to all of the other terms and conditions set forth elsewhere in this Agreement.

To pay bills using this Business Bill Payment feature, an Authorized User must use a computer or other Internet-access device to first log onto the Bank's Online Business Banking website. Once logged onto Online Business Banking, the Authorized User will then be able to access Business Bill Payment and authorize payments from the Entity's Business Bill Payment Account.

We have contracted with a third party ("Business Bill Payment Agent") to perform Business Bill Payments on behalf of the Entity. The Entity's Business Bill Payment Account must be a checking account held at Provident. Through the Business Bill Payment service, Authorized Users can arrange to pay bills from the Entity's Business Bill Payment Account to businesses or individuals.

All payments made with Business Bill Payment will be deducted from the account that is designated as the Entity's Business Bill Payment Account. Any payments made through this service must be payable in U.S. dollars to a payee located in the continental United States. Any one Business Bill Payment item cannot be for an amount greater than \$20,000.00 and the daily limit total of all payments scheduled cannot exceed \$50,000.00. We reserve the right to restrict the types of payees to whom payments may be made using the Business Bill Payment service from time to time. Business Bill Payment should not be used to make payments to settle securities purchases, tax payments or court ordered payments. Payments for these payees will be the Entity's sole responsibility if delayed or improperly processed or credited.

Funds must be available in the Business Bill Payment Account on the scheduled payment date. If the date that a scheduled payment is to be initiated falls on a day that is not a Business Day, funds must be available in the Business Bill Payment Account the following Business Day. After funds are withdrawn from the Business Bill Payment 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.

The Service provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver by Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

Payments can be scheduled to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a "recurring payment"). If a recurring payment is chosen, the payment will be made automatically each billing period provided sufficient funds are available in the affected account. If the payment is not a recurring payment, it will be a "One Time Payment". Recurring payments can be changed; however, you must allow at least three (3) business days after we receive any change of information you have given us about a payee to reflect the change in our records.

If the Entity is assessed a fee due to a late or missed payment and you believe the fee assessment is an error, you must contact the *Business Bill Payment Support* at:

1-888-989-2221

Monday through Friday from 8:00 a.m. to 8:00 p.m. ET

If it is determined that proper Business Bill Payment procedures were followed, Customer Service will:

- i. Credit the Entity's checking account for the full amount of late charges assessed by the payee; and
- ii. Send a written statement to the payee explaining that the Entity is not at fault for the late or missed payment.

If it is determined that the Entity did not follow the proper Business Bill Payment procedures, it will be responsible for any fees assessed by Provident, the payee, or the Business Bill Payment Agent.

The Bank is only responsible for exercising ordinary care in processing and sending payments upon the authorization of any Authorized User in accordance with this Agreement. The Bank will not be liable in any way for damages incurred if the Entity does not have sufficient available funds in its Business Bill Payment Account to make the payment on the designated payment date, for delays in mail delivery, for changes to the payee's address or account number (unless we have been advised of the change sufficiently in advance), for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of the Bank.

If the session during which a bill payment is requested ends by **4:00 p.m. (ET)** on a Business Day, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on

the following Business Day. For all entries made using the Business Bill Payment service, the time recorded by the Business Bill Payment service controls.

The Entity will be liable to the Business Bill Payment Agent and to the Bank for the full amount of any Business Bill Payments made on behalf of the Entity and for any fees associated with the use of Business Bill Payment. In using the Business Bill Payment service, the Entity shall be responsible for any fees, losses or penalties that it may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from the affected account at the time of any designated payment.

The way to cancel or change a payment is to log onto the Business Bill Payment service and follow the steps provided therein. Payments must be changed or cancelled online using the service prior to 4:00 p.m. (ET) on the Business Day the transaction is scheduled to be initiated. If you wish to cancel a payment after it is issued, please call the Business Bill Payment Agent at 1-888-989-2221. If the Business Bill Payment Agent agreed to stop this payment, the Entity may be charged a stop payment fee. Stop payment orders, whether oral, written or electronic, will be in effect for a period of six months. Verbal requests for stop payment orders must be confirmed in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. Any item that is presented following the lapse of any stop payment order may be paid by the Bank.

If at any time the Entity decides to discontinue its Business Bill Payment service, the Entity should notify the Bank immediately by calling 732-590-9288, or by e-mailing us at commercialdepservices-cashmgmt@provident.bank, or by writing us at Provident Bank, Cash Management Operations, P.O. Box 1001, Iselin NJ 08830.

Each Business Bill Payment is deemed to be an electronic funds transfer (“EFT”) under this Agreement. Please carefully review the sections that follow in this Agreement to see your rights and responsibilities especially concerning: (i) the reporting of a lost, stolen or compromised Online Business Banking Access Device; (ii) any errors or questions you may have on your account, including any specific Business Bill Payment; or (iii) any unauthorized Business Bill Payment.

11. ELECTRONIC MAIL (E-MAIL)

- 11.1. If any Authorized User sends the Bank an e-mail message, the Bank will be deemed to have received it on the following Business Day.
- 11.2. We hereby advise the Entity that Authorized Users should not send us or ask for sensitive information, such as account numbers, Passwords, account information, etc., via any e-mail system. If the Entity and/or any Authorized User wish to contact us electronically about the Entity’s Online Business Banking Account, we ask that an Authorized User do so by logging into the Online Business Banking service site and use the EMAIL feature found therein. Use this secure form to e-mail the Bank regarding inquiries about an electronic fund transfer, error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.
- 11.3. We do not immediately receive e-mail sent to us through Online Business Banking. Therefore, the Entity and/or any Authorized User should not rely on e-mail alone if there is a need to communicate with us on an urgent basis, such as to report a lost or stolen Password, User ID and/or other Online Business Banking Access Device, or to report an

unauthorized transaction from one of the Entity's accounts. We will not take actions based on any e-mail request or inquiry which we receive until we actually have had a reasonable opportunity to act upon such.

12. ENDING THIS ONLINE BUSINESS BANKING AGREEMENT

12.1. This Agreement will become effective immediately upon acceptance of such by the undersigned Online Account Manager and shall remain in full force and effect until its termination in accordance with the following provisions:

Bank's Right To Terminate. We may end the Entity's or any Authorized User's right to use Online Business Banking for any portion or feature thereof, including Business Bill Payment, for any reason and at any time without notice.

Entity's Right To Terminate. If the Entity wishes to terminate its use of Online Business Banking, or if the Entity wishes to terminate only its use of Business Bill Payment, the Online Account Manager must send us such request in writing by e-mail at:

commercialdepservices-cashmgmt@providentnj.com

or by mail to:

Provident Bank
Cash Management Operations
P.O. Box 1001
Iselin, NJ 08830

Or, by giving such written request to a Customer Service Representative at any of the Bank's branch office locations.

12.2. In asking us to terminate this Agreement and its access to Online Business Banking, or any feature thereof, including Business Bill Payment, the Entity authorizes us to continue making any transfers that have been previously authorized until such time as we have had a reasonable opportunity to act upon the Entity's notice. Once we have acted upon the Entity's termination notice, we will make no further transfers or transactions from the related account, including transfers or transactions that have been previously authorized.

12.3. Prior to terminating this Agreement and thereby completely closing its Online Business Banking Account, the Entity hereby acknowledges and understands that an Authorized User must first log onto the Entity's Online Business Banking Account and cancel any automatic recurring Business Bill Payments prior to closing the Online Business Banking Account. Otherwise, the Bank will continue to make such recurring transfers or payments.

12.4. If the Bank terminates the Entity's use of Online Business Banking or Business Bill Payment, the Bank reserves the right to make no further related transfers or transactions from any related account, including any related transfers or other transactions that have been previously authorized.

12.5. If either the Entity or the Bank terminates this Agreement and the Entity's use of Online Business Banking or Business Bill Payment, the Bank will no longer be required to complete any related Online Business Banking or Business Bill Payment transactions. The Entity will, however, remain obligated to the Bank under this Agreement for all Online Business Banking transactions, even if they occur or are completed after this Agreement is ended.

13. RESPONSIBILITY FOR UNAUTHORIZED ONLINE BUSINESS BANKING TRANSFERS OR FOR LOST, STOLEN OR COMPROMISED ONLINE BUSINESS BANKING ACCESS DEVICES

The Bank assumes no responsibility to discover and/or audit any possible breach of security or unauthorized disclosure or use of any Password, User ID or other Online Business Banking Access Device by either the Entity or any of its Authorized Users, employees, agents or other representatives. The Bank must be notified **AT ONCE** if the Entity or any Authorized User believes that any Password, User ID or other Online Business Banking Access Device has been lost, stolen or compromised or if it is believed that there has been an unauthorized transfer of funds from any account. **Until the Bank is notified, the Entity will be liable for the full amount of all transactions involving its Online Business Banking Account. The Entity could lose all the money in its accounts (plus the maximum overdraft line of credit, if applicable).** Telephoning the Bank is the best way of keeping the Entity's losses at a minimum. Please call the Bank immediately at: ***1-732-590-9288***

The Bank's Cash Management Client Support representatives are available to take your calls at the above number from Monday through Friday from 8:00 a.m. ET to 5:30 p.m. ET. When contacting us by phone, please note that the Entity will also be required to provide the Bank with a written statement in a form acceptable to the Bank, which includes a description of the circumstances of the loss, theft or unauthorized use.

If you cannot reach the Bank's Cash Management Operations Department for any reason (for example, if the department is closed), you should e-mail us immediately at:

commercialdepservices-cashmgmt@provident.bank

If there is some good reason that prevents you from contacting us by phone or by e-mail as indicated above, you should then immediately write our Electronic Banking Department at:

Provident Bank
Cash Management Operations
P.O. Box 1001
Iselin, NJ 08830

Please include in any written notice to us your business name and the exact title on the affected account(s).

14. ERRORS AND QUESTIONS

In case of errors or questions about any transactions, transfers or balances on any account or any Online Business Banking transfers, you should contact our Cash Management Operations immediately during our normal business hours at:

1-732-590-9288

or, you can e-mail Provident at: commercialdepservices-cashmgmt@provident.bank

Or, you can write us at:

Provident Bank
Cash Management Operations
P.O. Box 1001
Iselin, NJ 08830

When contacting us:

- a. Tell us your name and account number;
- b. Describe the error or transfer about which you are unsure about;
- c. Explain as clearly as you can why you believe there is an error or why you need more information; and
- d. Tell us the dollar amount of the suspected error.

Once the Bank receives the Entity's notice as set forth above, the Bank will investigate the matter and provide the Entity with a response as soon as possible.

15. ADDITIONAL LIABILITY PROVISIONS

15.1. Customer's Responsibility. The Entity is responsible for all transfers, payments and other transactions requested and performed through Online Business Banking. If the Entity authorizes any persons to use any Password, User ID and/or other Online Business Banking Access Device assigned to the Entity's Online Business Banking Account, the Entity will be responsible for any resulting transactions. We will not be liable for and will not reimburse the Entity for any losses that may occur as a result of any use of any Password, User ID and/or other Online Business Banking Access Device assigned to the Entity's Online Business Banking Account. The Entity is solely responsible for keeping all account data and all Passwords, User IDs and/or other Online Business Banking Access Devices confidential.

15.2. Our Liability

In no event shall we be liable to anyone, including any party to this Agreement, for failure to provide access to Online Business Banking or any individual feature or service thereof, including for example Business Bill Payment. Unless otherwise required by applicable

law, we are only responsible for performing the requested Online Business Banking transaction in accordance with the terms and conditions set forth in this Agreement.

Also, we will not be liable to any party to this Agreement in the following instances:

- a) If, through no fault of the Bank, the Entity does not have enough money in any account to make a requested transfer;
- b) If a transfer request would consist of money deposited in a form or by a method which has not yet made the money available for withdrawal;
- c) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken;
- d) If there is a hold on a related account, or if access to an account is blocked, in accordance with banking policy;
- e) If funds in a related account are subject to a legal proceeding or other encumbrance restricting the transfer;
- f) If any transfer authorization terminates by operation of law;
- g) If it is believed that some unauthorized person has accessed any of the Entity's accounts and the Entity fails to notify the Bank immediately;
- h) If any Authorized User has not properly followed the instructions on how to make a transfer allowed under this Agreement;
- i) If we have received incomplete or inaccurate information from any party involving the account or transfer;
- j) If we have a reasonable basis for believing that unauthorized use of a related account or of any related Password, User ID or other Online Business Banking Access Device has occurred or may be occurring;
- k) If there is a default under this Agreement, any Business Account Agreement or any other agreement that the Entity may have with us;
- l) If the Bank or the Entity terminates this Agreement;
- m) If the U.S. Postal Service causes a delay;
- n) If we make a timely transfer to a third party at the request of an Authorized User, but such third party nevertheless does not credit the Entity's payment promptly after receipt;
- o) If a transfer is not requested soon enough for the transfer to reach a third party and be properly credited by such third party by the time it is due; and
- p) For any other reason stated in any related Business Account Agreement.

We will not be responsible for any loss or damage to you arising in connection with: (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control; or (2) any error, failure or delay in processing of any transfer resulting from

circumstances beyond our reasonable control, including, but not limited to, operational, communications and technical failure.

We make no warranties, express or implied, in connection with the services described herein including, but not limited to, the warranties of merchantability and fitness for a particular purpose, and we hereby expressly disclaim any such warranties.

In no event will we be liable for any consequential, incidental, special or indirect losses, damages including, without limitation, dishonor of checks or other items (including electronic transfers) or expenses (including counsel and third party fees) which you incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

In addition to all the above, please note that the use of Online Business Banking is not subject to any consumer related protection laws of the U.S. Federal government or of any state of the United States, such as for example the U.S. Federal Electronic Funds Transfer Act that is commonly referred to as "Regulation E").

- 15.3. Indemnification. The Entity hereby agrees to indemnify and hold us, our officers, directors, employees and agents harmless against any loss, damage, liability, cost or expense of any kind (including, but limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service by anyone using your account number, Company ID, User ID, Password or PIN or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.
- 15.4. Third Parties. We are not liable for any loss or liability resulting from any failure of our equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider or by any online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from any access to or failure to access Online Business Banking or any Linked Account.
- 15.5. Virus Protection. The Bank is not responsible for any electronic virus or viruses that any user may encounter in using or accessing Online Business Banking. We suggest that all users of the Bank's Online Business Banking service routinely scan their personal computers or other Internet-access device, using a virus protection product. An undetected virus may corrupt and destroy any infected programs, files and/or hardware.

16. RECORDING OF INFORMATION AND DISCLOSURE TO THIRD PARTIES

- 16.1. The collection of information online is designed to protect access to your accounts and to assist the Bank in providing you with the products and services your business wants and needs. All information collected and stored by the Bank is used for specific business purposes to protect and administer your accounts and transactions, to comply with state and federal banking regulations, and to help the Bank better understand your financial needs in order to design or improve our products and services.

16.2. When visiting any of the Bank's website pages to read or download information, we do not collect information about you, but we do collect and store information, by means of cookies or otherwise, about your Internet connection and the date and time of your visit. Specifically, we record:

- a) The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or princeton.edu, if you are connecting from Princeton University's domain);
- b) The Internet address of the website from which you linked directly to our site, if any (for example, www.fdic.gov, if you are following a link from the FDIC Website, or www.yahoo.com, if you are using the Yahoo search engine);
- c) The type of web browsing software you are using to view our site;
- d) The date and time you accessed our site; and
- e) The pages from where you entered and exited our site.

16.3. The information and electronic messages entered through Online Business Banking may be recorded. We may disclose information about the Entity's accounts, or the transfers, transactions or payments performed, to third parties, and you hereby authorize those third parties to disclose similar information to us:

- a) Where it is necessary for the provision of Online Business Banking and for completing any requested transfers or transactions;
- b) In order to verify the existence and condition of the Entity's account for a third party, such as a credit bureau, a merchant or another financial institution;
- c) In order to comply with government agency or court orders, or investigations or examinations by our bank regulators;
- d) In the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- e) If we are given permission by the Entity and/or by any Authorized User; or
- f) As may be otherwise authorized under the Bank's Privacy Notice or under any agreements you and/or the Entity may have with us.

17. ADDITIONAL ONLINE BUSINESS BANKING TERMS AND CONDITIONS

17.1. Amendments. The Bank may modify the terms and conditions applicable to the herein-described Online Business Banking service from time to time. We may send any notice to you via e-mail, and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law (which is generally 30 days). To the extent permitted by applicable law, we will notify the Entity of any such change or amendment electronically by posting such notice on the appropriate web page on our Online Business Banking site or by any other electronic means allowed by law. If the Entity does not agree to the change or amendment, we must

be notified prior to the effective date of the change or amendment and cancel the Entity's access to Online Business Banking.

- 17.2. Severability; Construction; Survival. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. This Agreement is binding upon the Entity's and the Bank's successors and assigns. Certain of the obligations of both the Entity and the Bank under this Agreement will, by their nature, continue beyond the termination, cancellation or expiration of this Agreement and will survive termination, cancellation or expiration of this Agreement.
- 17.3. Assignment. The Entity may not assign this Agreement. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior consent.
- 17.4. Notices. Unless otherwise required by applicable law, you hereby agree and acknowledge that any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- 17.5. Waivers. No delay or omission by the Bank in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of a right or remedy or the exercise of any other right or remedy. No waiver of any right or remedy shall be valid unless it is in writing, signed by a representative of the Bank.
- 17.6. Applicable Law. This Agreement is subject to laws of the State of NEW JERSEY and any applicable federal laws of the United States. The laws of the State of NEW JERSEY and any applicable federal laws will apply to and govern this Agreement and all claims, disputes and liabilities arising under or in connection with this Agreement, without regard to choice of law principles.
- 17.7. Website Terms and Conditions. The Entity's use of Online Business Banking is its acknowledgment that it also agrees to Provident Bank's Website Terms and Conditions.
- 17.8. Ownership of Provident's Online Business Banking, Web Pages and Other Intellectual Property. The content, information and offers found on the Online Business Banking website or any other web page of the Bank are copyrighted by the Bank or are used by the Bank with the permission of any respective owner. All Bank intellectual property, including, without limitation, the content, information and offers on the Bank's Online Business Banking website or other Bank web page, owned or validly licensed by the Bank and used in connection with Online Business Banking or any Online Business Banking services, including Business Bill Payment, shall at all times remain the sole and exclusive property of the Bank. The unauthorized use, reproduction, linking, licensing or other distribution of any such intellectual property is strictly prohibited.
- 17.9 Waiver of Rights, Choice of Law, Agreement to Arbitrate. As used herein, "Claims" means any claim dispute or controversy between the Entity and the Bank arising from or relating to this Agreement or the relationship resulting from the Agreement, including the validity,

enforceability or scope of this Agreement. "Claim" includes claims of every kind, including, but not limited to, initial claims, counterclaims, crossclaims, third party-claims, and claims based upon contract, tort, fraud, statutory law, regulation or common law. "Claim" is to be given the broadest possible meaning and includes any claim arising under or relating to any federal or state statute governing consumer credit or disclosure. The Entity and the Bank each irrevocably waive all rights to a trial by judge or jury regarding all Claims.

The Entity and the Bank each irrevocably agrees that any Claim, including, but not limited to, any dispute regarding the applicability, validity or enforceability of this section, shall be resolved by binding arbitration by and under the rules of the American Arbitration Association ("AAA") in effect at the time the Claim is filed. The Entity and the Bank acknowledge that this Agreement, including without limitation this section, is governed by the Federal Arbitration Act, which is codified at 9 U.S.C. § 1 et seq., in addition to other applicable federal laws and the applicable laws of the state of NEW JERSEY. Arbitration shall take place in the federal judicial district of the Entity's main place of business or operation. At the Entity's written request, the Bank shall consider in good faith making a temporary advance of all or part of the filing fee and/or administrative costs to be incurred in connection with the arbitration. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing fee and/or administrative costs incurred by the Entity in connection with the arbitration. However, each party will bear the expenses of that party's attorneys' fees, witness fees, and expert fees, regardless of which party prevails in the arbitration. Judgment upon any arbitration award may be entered in any court having jurisdiction.

The Entity and the Bank understand that by agreeing to this section, the Entity and the Bank are each giving up the right to litigate any Claim before a judge or jury. The Entity and the Bank understand that some of the differences between litigation and arbitration include:

- a) Federal and state court rules regarding discovery do not apply;
- b) Only individual Claims will be arbitrated (class actions and other types of consolidated proceedings cannot be pursued in arbitration);
- c) The ability to appeal, or dispute, the decision or award of the arbitrators generally is very limited; and
- d) By agreeing hereto, you are waiving certain statutory rights, specifically U.S. Federal and state laws and statutes concerning fraud, and you are giving up the opportunity to participate in a class action or act as a class representative.

The Entity hereby acknowledges and agrees that it has sought, or had the opportunity to seek, such legal advice regarding the provisions in the "Applicable Laws" section and this section of this Agreement as it deemed necessary or advisable.

If you have a question concerning arbitration or would like to obtain a copy of the AAA Rules governing arbitration, you may contact them at the following address:

American Arbitration Association
1150 Connecticut Avenue, NW
Washington, DC 20036-4104
(800) 778-7879
www.adr.org

By accepting this Agreement, the Company Administrator and the Entity hereby affirms, that each Authorized User shall meet the hardware and software requirements described in this Agreement for access and use of Online Business Banking.