LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

July 11, 2023
4:00 PM

- **CALL TO ORDER**

- **MINUTES**

1. Board of Commissioners - Work Session - June 6, 2023 4:00 p.m.
2. Board of Commissioners - Special Called Work Session - June 16, 2023 9:30 a.m.
3. Board of Commissioners - Special Called Work Session - June 19, 2023 8 a.m.
4. Board of Commissioners - Work Session II - June 20, 2023 5:30 p.m.
5. Board of Commissioners - Regular Meeting - June 20, 2023 6 p.m.

- **RESOLUTIONS**

6. 2023-35 Reappoint Member to Lumpkin County Planning Commission - *Barbara H. Bosanko to Seat 2, with a term expiring 08/27/2027*
7. 2023-36 Travel Regulations and Procedures – 2023 Update *(Finance Director Abby Branan)*

- **CONTRACTS/AGREEMENTS**

8. 2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants *(Special Projects Director Ashley Peck)*
9. 2023-075 UCBI Treasury Management Services Contract – 2023 TSPLOST *(Finance Director Abby Branan)*
10. 2023-076 Criterion Applicant Tracking Software Subscription Services Agreement *(Community & Employee Services Director Alicia Davis)*
11. 2023-077 Axon Body 3 Cameras Services Agreement and Axon Taser 7 Contract *(Sheriff Stacy Jarrard)*
12. 2023-078 2023 LMIG Contract Amendment 2 – Colditz Trucking *(Special Projects Manager Charles Trammell)*

- **OTHER ITEMS**

13. Alcoholic Beverage License - Buckley Farms & Vineyard *(County Clerk Melissa Witcher)*
14. Amendment 1: Yahoola Creek Reservoir Master Plan Map (*Community & Economic Development Director, Rebecca Mincey*)
15. Lumpkin County Veterans Affairs Committee Request to Solicit Funds for a Vietnam Veterans Memorial *(William Poole)*
16. 2019 TSPLOST 2023 Work Plan Amendment *(Finance Director Abby Branan)*

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

Lumpkin County, Georgia

County Clerk

Date: July 11, 2023

Agenda Item: Board of Commissioners - Work Session - June 6, 2023 4:00 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners

Work Session Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 6, 2023
4:00 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. Historical Society Presentation - *Janet Barger*
2. 2024 Budget Presentation *(Finance Director Abby Branan)*
3. 2022 Audit Presentation *(Mauldin & Jenkins)* ***Regular Meeting***

- **MINUTES**

4. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.
5. Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.
6. Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

- **RESOLUTIONS**

7. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*
8. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*
9. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*
10. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
11. 2023-34 June Surplus Property *(Finance Director Abby Branan)*

- **CONTRACTS/AGREEMENTS**

12. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*
13. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*
14. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*
15. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
16. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
17. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
18. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
19. 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*

20. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
21. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
22. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
23. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
24. 2023-065 Chamber of Commerce Tourism Service Contract *(Finance Director Abby Branan)*
    Work Session II
25. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
26. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center
    Ratify *(Special Projects Director Ashley Peck)*
27. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
28. 2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
29. 2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*
30. 2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*
31. 2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*

- **OTHER ITEMS**

32. Alcoholic Beverage License - Buckley Farms & Vineyard *(County Clerk Melissa Witcher)*
33. Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
34. Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 6, 2023
4:00 PM

CALL TO ORDER
The meeting was called to order at 4:01 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS
1. Historical Society Presentation - *Janet Barger*
Ms. Barger was unable to attend the meeting due to unforeseen circumstances. Chairman Dockery said the Board of Commissioners will review her presentation on the agenda packet rather than rescheduling her for next month.

2. 2024 Budget Presentation *(Finance Director Abby Branan)*
Commissioner Mayfield questioned why there were so many requested positions for the LCSO when they cannot fill the positions they already have.

3. 2022 Audit Presentation *(Mauldin & Jenkins)* ***Regular Meeting***

MINUTES

4. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.

5. Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.

6. Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

RESOLUTIONS

7. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*

8. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*

9. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*

10. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
The resolution is to amend the County's ordinance to increase the hotel motel tax to 8% with an effective date of August 1, 2023.

11. 2023-34 June Surplus Property *(Finance Director Abby Branan)*
Consideration of list of County inventory items to be declared surplus.

CONTRACTS/AGREEMENTS

12. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*
Approval of contract with TruGreen for Turf Care Management.

Special Projects Director Ashley Peck informed the BOC that there are only five applications included in the agenda packet, but that is because they are waiting on the sixth one. Commissioner Greene asked if this contract will take into consideration the field turf conversion grants that are on this agenda. Ms. Peck responded affirmatively.

13. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*
Approval of the contract for the maintenance of roundabouts and welcome sign.

14. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*
Request approval of a contract with GDOC for a Blairsville inmate labor crew.

15. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
This is an added subscription recently made available through the prepared live (911) vendor we are currently using for our text to 911 service. This part of the program will allow the center to receive incoming text over our "911" lines. It will allow us to receive text messages, photos, and video from cell phones over our 911 lines.

16. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
Approval of contract with Georgia Power for exterior lighting at the new recreation center

17. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
Consideration of the 2023-2024 Financial Agreement

Commissioner Stringer asked if anything had been included in the budget for the new vehicle that the Extension Agent is planning to acquire. Ms. Branan, the Finance Director, said the fueling cost and related expenses have been included in the budget considerations.

18. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
Enotah Public Defender Indigent Defense Contract – City

19. 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*
Enotah Public Defender Indigent Defense Contract – Four Counties

20. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

21. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement)

22. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

23. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
(Updated 6.5.23) Request to renew ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance.

Chairman Dockery said we should explore other options for this insurance.

24. 2023-065 Chamber of Commerce Tourism Service Contract *(Finance Director Abby Branan)* ***Work Session II***

25. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)

Charles Abbott Associates is the Planning Departments consultant for Commercial & Industrial Building Inspection and Plan Review Services. The Planning Department has been using these services since June 2022. The agreement for consideration will formalize the scope of services, compensation, terms, and other contractual items between Lumpkin County & Charles Abbott Associates.

26. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*

Approval of the contract with Atlanta Gas Light for the installation of gas line to the New Recreation Center.

27. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*

Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on the multi-purpose field at Yahoola Creek Park.

28. 2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*

Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on Fields 4 & 6 at Yahoola Creek Park.

Commissioner Greene asked if we are tied to fields 4 and 6 for this grant agreement, and the County Manager responded yes.

29. 2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*

Approval of the contract with Townley Construction to test all existing back flow assemblies and install any needed back flow assemblies.

30. 2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*

Approval of the contract with CSC Design for the recycling center and transfer station.

31. 2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*

This is a request for a renewal of the UFA Field Use Agreement for Soccer Programming.

Fire Station 8 Tenant Request for Cottage Industry Use

Community & Economic Development Director Rebecca Mincey explained why this item had been placed on the agenda. There is a firefighter who resides as a tenant at Fire Station #8, and his wife wants to start a cottage industry business making freeze-dried candies. This would be considered an accessory land use that requires approval from the property owner, which would be Lumpkin County in this case. Ms. Mincey explained that in order to issue her the occupational tax certificate for her business, the BOC will have to give their approval for the cottage industry use.

The County Attorney said this item will have to be spread upon the minutes at the regular meeting.

OTHER ITEMS

32. Alcoholic Beverage License - Buckley Farms & Vineyard *(County Clerk Melissa Witcher)*

This is for the issuance of an alcoholic beverage license for farm wines consumption on premises and package sales for off premises located at 427 Castleberry Bridge Road, Dawsonville, GA 30534.

33. Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
Recommendation to work with Byron Robinson and Franklin Grindle to correct the right of way deeds on Capt. McDonald Road.

34. Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Greene thanked the County EMTs for their help during his father's medical emergency.

Commissioner Mayfield said he had recently observed the LCSO during a strenuous training exercise, and he commended them for their dedication and hard work.

PUBLIC COMMENT (Agenda Specific)
Rebecca Mincey said there will be a Broadband Groundbreaking Event on Thursday, June 29th, at 10:00 am. The event will occur at the Welcome Center plaza on the square.

ADJOURNMENT
The meeting was adjourned at 4:46 pm.

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: July 11, 2023

Agenda Item: Board of Commissioners - Special Called Work Session - June 16, 2023 9:30 a.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Agenda
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

June 16, 2023
9:30 AM

- **Call to Order**
- **2024 Budget Discussions**
- **9:30 AM to 10:00 AM - Coroner**
- **10:00 AM to 11:00 AM - Library**
- **11:00 AM to 11:30 AM - Magistrate Court**
- **11:30 AM to 12:00 PM - Clerk of Court**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

June 16, 2023
9:30 AM

- **Call to Order**

The meeting was called to order at 9:46 am. Present were Chairman Chris Dockery and District Commissioners Bobby Mayfield, Rhett Stringer, and Jeff Moran.

- **2024 Budget Discussions**

- **9:30 AM to 10:00 AM – Coroner**

Chairman Dockery read aloud the request that had been submitted to the budget committee by the Coroner. Coroner Mark Cox said he is trying to figure out a way to prevent the deputy coroners from answering the majority of the calls and the coroner not doing their part. He answered over 80% of the calls last year; one deputy coroner answered 26 calls and the other answered 12. Coroner Cox has been trying to think of a way to get himself some relief since one of his employees resigned. He thinks if they increase the case fees then maybe there would be some interest in becoming a deputy coroner. Chairman Dockery made some quick calculations to figure the average cost per call if they went back to a per call fee. After some discussion on the amount of calls they determined the per call fee needed to be $225. Coroner Cox mentioned they are currently being paid by a 1099 through the Finance Department instead of payroll. He feels the deputy coroners should be paid as employees, not as contractors.

Training fees were also discussed. There are times when he will have a deputy in training go to a call with him until they complete their training. He asked for $50 a call to cover that fee. Chairman Dockery suggested he move some funds around in his budget so he could cover those fees. Coroner Cox will create a ride along policy that will list out the stipulations, requirements, and how the funds will be spent from the budget. He will switch the base pay line item of $15,000 to be his salary and the $30,398 that is currently listed there will be put in the line item to cover the per call base.

- **10:00 AM to 11:00 AM – Library**

Library Director Leslie Clark disseminated a handout with additional information regarding their requests. She said their UFB is going up over the next few years. They can meet the increase from their unassigned fund balance this year to balance the budget, but next year they will not be able to cover the costs. She said with the increase in power, goods and services, and programs, they are not going to be able to keep up and keep the services the same. She is not asking for additional services or anything additional for materials, it is just to keep up. Chairman Dockery asked how they receive the appropriations and she responded it comes to them monthly. Ms. Clark said the only fee-based items are the fines and copies. They cannot change the amount they charge for fines because that is set at the state level. They do check and make sure that the fee for the copies covers their cost and it does. The Chairman asked if they rent space for free or if it was fee-based. She replied it is free, however, it is only rented to nonprofits or to their groups like the knitting group, children's group, etc. Chairman Dockery suggested looking at a fee-based system to cover the cost of the service. He explained it wasn't to make money, it is to cover the cost of the room.

Commissioner Mayfield said the only complaint he has ever heard is that they are not open long enough. They are not asking for more staff, replied Ms. Clark, so they cannot be open longer because they have to meet the hours for the part time employees. She confirmed the main purpose for this meeting is to let the BOC know they will be asking for more money next year to cover their 2025 budget. In order for them to provide the same number of

services, they will need more money. The Chairman appreciated them letting the Board know, but they cannot say they would be able to cover the costs next year. It will be contingent on everything else that will be happening and the amount of funding available.

- **11:00 AM to 11:30 AM - Magistrate Court**

Judge Maxwell began by stating there really wasn't any need to have two full-time judges and a part-time judge. Judge Beatty would like to go to part-time and take early part-time retirement. He thinks they would be fine with an additional on-call judge instead of hiring back a full-time judge. That would make four judges total: one full-time, two-part time, and one on-call. Judge Maxwell concluded that would be a reduction of $18,134.94 to his budget and that includes adding the fourth judge. Chairman Dockery commended him on reducing his budget and helping out the County. He stated a reduction in a department's budget never happens.

Chairman Dockery asked Judge Maxwell how often he holds court. Judge Maxwell responded court is held every other Thursday of the month. They mainly hold court for arrest warrants, search warrants, code compliance violations, and animal control violations. They do not receive any funding from the arrest and search warrants. The Superior Court made them a designee to do alcohol and tobacco under age violations. There are criminal trespass and shoplifting cases from the unincorporated County that are heard as well. Commissioner Stringer asked if they have received a lot of amplified noise tickets. Judge Maxwell said there had been only one and they settled prior to seeing the judge.

- **11:30 AM to 12:00 PM - Clerk of Court**

Clerk of Court Rita Harkins requested an increase to her travel and meetings budget, an assistant clerk position, and a uniforms allowance. Ms. Harkins said they have started having both summer and winter training again. Due to the court calendar, she would like for them to know that she is unable to go to the additional training 90% of the time. She attends the spring training and would also like to have the funding to attend the winter training. The training was included in the proposed budget, but the two positions and uniforms were not. Chairman Dockery asked how many employees she currently had and she responded 10 employees and herself. They agreed on 20 shirts and after purchasing the shirts and the one-time fee for the logo, $750 would be enough to cover the uniform costs. Chairman Dockery explained the two positions were the only things that were unknown. Commissioner Stringer asked about a grant she was checking on. Ms. Harkins said she cannot get ARPA funding for the employee that it has been paying for. She said she doesn't want to train someone and then not have the support from the Board to pay for the position in the future.

- **Adjournment**

The meeting was adjourned at 12:00 pm.

Lumpkin County, Georgia

County Clerk

Date: July 11, 2023

Agenda Item: Board of Commissioners - Special Called Work Session - June 19, 2023 8 a.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Agenda
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

June 19, 2023
8:00 AM

- **Call to Order**
- **2024 Budget Discussion**
- **8:00 AM to 9:00 AM - Sheriff**
- **9:00 AM - Staff**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

June 19, 2023
8:00 AM

- **Call to Order**

The meeting was called to order at 8:04 am. Present were Chairman Chris Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

- **2024 Budget Discussion**

- **8:00 AM to 9:00 AM – Sheriff**

Chairman Dockery began listing the requests from the Sheriff's administration portion. DeAnna Williams said the taser and body cameras are set to expire and they want to make sure that is in the budget. Chairman Dockery confirmed it is included and it is very important. Sheriff Jarrard said they have hashed out everything except the extra positions in the patrol division. He is trying to stay above the curve and with the new hospital coming, he is predicting an increased amount in the call volume. Chairman Dockery asked about the City's police department and if that has decreased the calls in the city. The Sheriff responded that the City is a part-time agency and they must assist them with domestic calls and theft reports. The LCSO also has to do all of the city investigations. Chairman Dockery said the city is going to be a 24/7 department and the Sheriff agreed, but said they are 2 years out on that. Chairman Dockery said he is concerned about E911 because that is where the great increase is. He asked if the City has resulted in an increase in the call volume, and staff confirmed the City Police Department is causing more radio traffic than the County does on most days because of their frequent traffic stops. Chairman Dockery told the Sheriff the BOC would be willing to address the increase in the call volume with the Sheriff's support. Sheriff Jarrard said he would like to look more into what the other surrounding areas do with their cities.

Chairman Dockery is concerned with E911 the most. He thinks they need to look at the City paying their part or having their own E911 because the service they are providing is not paying for itself. Sheriff Jarrard said the City is working to become a full-time department, but up until that time, the City needs to cover their cost. They need 3 positions in the E911 department to cover the increase in call volume from the city. E911 Director Carlton Chester said the City could not just hire someone to answer only city calls because they are not set up like that. The Sheriff just reiterated that he knows what's coming and he is asking for additional positions to stay ahead of the curve.

Chairman Dockery ran some quick numbers and based on population we are at about the same ratio for deputies as Forsyth County. Commissioner Mayfield asked if we are currently fully staffed. Major Cochran responded no; there are currently 9 openings. Commissioner Stringer has an issue with taking from another department that is in need when they can't fill the openings they currently have. The Sheriff commended the BOC on the increasing the pay and said they have been great about giving raises. Commissioner Mayfield informed the Sheriff of a post he saw on Facebook where a deputy said they can't feed their families because the county is building a recreation center. The Sheriff said he tries to explain that funding for projects is paid from SPLOST, grants, or something like that and could only be used for building and not salaries. There are younger employees that don't understand how everything works that often make the posts like that. He said he does try to stop that from happening.

Commissioner Mayfield asked if the LCSO finance employee should be moved to the County's Finance Department. Ms. Williams responded no, because she does a lot more than just the finance portion. She is also over the uniforms and has other duties. Sheriff Jarrard thanked the Commissioners for moving CID to the old Planning building because that has given them so much more room to get more organized.

- **9:00 AM – Staff**

Chairman Dockery said they have met with the officials and now they will go through and tell them what they have proposed. The coroner came last year and wanted salaried positions, but he after he did the math and saw how it worked, he saw it was not the best way. They want to move the $15,000 to the salary and wages, so he will make that as coroner and then move the $30,000 to coroner services. That will pay for the $225 per call and he would get that as a per call fee or whoever answers the call. The coroner would like to do a $50 ride-a-long pay for training. He can move $500 to cover the ride-a-long pay in his training. Chairman Dockery asked about the coroners being paid as a 1099 and Ms. Branan confirmed that is correct. That has always been the guidance from ACCG. She said they are making a per case fee, so that is why they are issued a 1099. Chairman Dockery doesn't think that is right because they are using county supplies and equipment, so he doesn't think they can do that at a federal level. Ms. Branan is going to double check to make sure that we are doing it correctly.

The library asked for more funding to cover their health insurance increase. We have increased their budget $15,000 to cover the increase. Chairman Dockery asked staff if that is for just Lumpkin County's portion or if that is for ours and Dawson County? Ms. Branan responded it should be for our staff and for our portion of the main office, but she will double check that amount.

Judge Maxwell reduced his budget and he will be working as a part time juvenile judge.

The Clerk of Court asked for two fulltime positions, $1,000 for travel, and uniforms for her staff. They agreed $750 was more than enough to cover the cost for t-shirts and could be added. He asked about the current milage rate and said it needs to be increased to the federal rate. He said it needs to be made clear to the elected officials that if a county car is available, they are to use it and not be paid milage. Ms. Branan said the Clerk is aware of the policy, but staff cannot stop an elected official from getting paid for milage as long as she does not go over her travel budget. Ms. Branan will get with County Attorney to change the travel policy to make the mileage change.

Commissioner Stringer said the title for the Sheriff's finance person needs to be changed to reflect what she is doing and her pay. Her position is currently classified as a deputy position. The Sheriff is wanting to add an additional position, being the finance position, and freeze the deputy position. Ms. Branan said her understanding is that he is wanting to make her position what her position is and not increase her pay. She is listed as an administrative assistant in the finance system. Chairman Dockery agreed we need to get it cleaned up and list it as it is. Ms. Branan confirmed the staff did include the body cameras and tasers in the proposed budget. Chairman Dockery is really concerned with the call volume at E911 because of the city police department. Commissioner Stringer spoke to the Mayor and Councilman Gaddis, but they are not willing to look at and acknowledge the call volume. County Manager Ours asked the Sheriff to talk to the mayor and try to get her to support additional positions to assist with the call volume.

Ms. Branan disseminated additional talking points since the budget report. She explained the new FY22 audit shows the unassigned fund balance is $8,777,230. The LOST and TAVT revenue came in over the budgeted amount, however, she does not think that trend will continue. As for TSPLOST, we do not have the public works director position anymore, but we will have to pay for engineers. The project managers positions can be paid for out of the TSPLOST funds. Reservoir maintenance expenses have been moved to come from the special tax district. She continued, currently the reservoir bridge is budgeted out of the general fund, but she is suggesting it come from the special tax district. We do not know when that project will be complete or when we will be asked to pay for it. Commissioner Moran asked if we could take it from the fund balance. Chairman Dockery asked how much interest was being made off the ARPA funds. She is not sure; she will have to look and see and check to make sure there are no limitations on the funds. The consensus was for staff to come to the BOC with the options when the time comes for that bill to be paid.

Ms. Branan discussed the positions that were updated since the budget presentation. There is a proposal to add a full-time maintenance worker that will be hired for the aquatic center and to assist with the janitor workload. They will work on the pump and building maintenance for the aquatic center and there will not be enough to do with a new building, so they will be used to offset the need for an additional janitor position, said Mr. Ours. They will be placed under public buildings and will be able to be moved to assist where needed.

Additionally, since the budget presentation Randy Allison said they are no longer able to keep up with the people using transit. He is asking for an additional part time transit driver because the number of trips have gone up to pre-covid numbers.

Ms. Branan said K-9 started out with one dog but since, they have had dogs donated to them. The concern is the vet bills, food, and housing bills that come with them. She asked if they can put a limit on how many dogs they are allowed to have. They will check with the County Attorney to see if that is possible. Chairman Dockery wonders what their value is to the citizens if they were retired from somewhere else and then given to us. He thinks they should be counted as either a position or equipment. The current budget is $5,000 for the dogs and $8,000 is what is budgeted for FY24. The Sheriff is asking for $12,000. Chairman Dockery agreed with the $8,000 for next year and there has to be some accountability. They do have a K-9 account but there is only $641 in it. There is currently nothing stopping them from getting more dogs.

Next is the recreation center budget. They anticipate there will be about a $300,000 shortfall in the budget. The annual family pass will be $250.00 and there will be a 10% military discount that is not included in that amount. Chairman Dockery asked if there is a local resident discount and if so, how do they prove it? The staff responded by the address on their license. He asked who would rent the entire gym? Mr. Ours responded for a pickleball event, or a basketball tournament, and because it has a kitchen, a lot of catered events that require more room. He said the BOC just raised the hotel motel tax to 8% and currently we have 80,000 budgeted. You could say that a majority of the difference is coming from the hotel motel tax. Chairman Dockery said the swimming pool was the only thing that brought in revenue before it was taken out. He is hopeful they will make a revenue with the new one. If you break even, then you are doing good with the building. The contingency amount is built in because they do not know the cost of the natural gas, water and sewer, and what the water treatment contract will be.

The increase in the property and liability insurance is due to us not receiving the dividend.

Ms. Branan said the assessed numbers have increased 17% to the budgeted property tax. That does not include the exemptions and that would yield $13.7 million, essentially fully funding the 2024 budget as presented. That would be if you take the rollup. The budget increased 9% from last year due to the 4% merit, the increase to FICA, Medicare, and retirement, the COLA for half the year next year, and the increase in the self-insurance. Commissioner Stringer asked how many of the assessments would get appealed. The Chief Appraiser thinks there will be less than last year, but Mr. Ours will get a new number from him. Commissioner Stringer asked where the fund balance percentage would be based on what they were able to save from FY22 and it would set at 29%. Chairman Dockery asked about the possibility of shifting anything from the planning district to assist in not increasing the special tax district. Is there something that we could pay from our fund balance to help reduce the milage rate? His recommendation is to look at some things that are capital one-time expenses that could come from fund balance.

- **Adjournment**

The meeting was adjourned at 11:31 am.

Lumpkin County, Georgia

County Clerk

Date: July 11, 2023

Agenda Item: Board of Commissioners - Work Session II - June 20, 2023 5:30 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 20, 2023
5:30 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. 2022 Audit Presentation *(Mauldin & Jenkins)* ***Regular Meeting***

- **CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.
3. Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

- **RESOLUTIONS**

5. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*
6. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*
7. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*
8. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
9. 2023-34 June Surplus Property *(Finance Director Abby Branan)*

- **CONTRACTS/AGREEMENTS**

10. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*
11. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*
12. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*
13. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
14. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
15. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
16. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
17. 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*
18. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
19. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*

20. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
21. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
22. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
23. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
24. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
25. 2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
26. 2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*
27. 2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*
28. 2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*
29. 2023-073 UNG Facilities Use Agreement for 2023 8U Baseball State Championship - **Ratify** *(Park & Rec Manager Joseph Daugherty)*

- **OTHER ITEMS**

30. Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
31. Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*
32. Board Approval of a Settlement Agreement Between Lumpkin County and Sharon Booth for $22,500 Related to Northern District of Georgia, Case 2:22-cv-00237-RWS *(County Attorney Joy Edelberg)*
33. LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*
34. Fire Station 8 Tenant Request for Cottage Industry Use (*Community & Economic Development Director Rebecca Mincey*)

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 20, 2023
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:30 pm. Present were Chairman Chris Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS

1. 2022 Audit Presentation *(Mauldin & Jenkins)* ***Regular Meeting***

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.
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RESOLUTIONS

5. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*

6. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*

7. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*

8. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
The Resolution presented here is to amended the County's ordinance to increase the hotel motel tax to 8% with an effective date of August 1, 2023.

9. 2023-34 June Surplus Property *(Finance Director Abby Branan)*
Consideration of list of County inventory items to be declared surplus.

CONTRACTS/AGREEMENTS

10. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*
Approval of contract with TruGreen for Turf Care Management

11. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*
Approval of the contract for the maintenance of roundabouts and welcome sign

12. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*
Request approval of a contract with GDOC for inmate labor.

13. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
This is an added subscription recently made available through the prepared live (911) vendor we are currently using for our txt to 911 service. This part of the program will allow the center to receive incoming txt over our "911" lines. It will allow us to receive text messages, photos, and video from cell phones over our 911 lines.

14. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
Approval of Contract with Georgia Power for Exterior Lighting at the New Recreation Center

15. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
Consideration of the 2023-2024 Financial Agreement

16. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
Enotah Public Defender Indigent Defense Contract - City

17. 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*
Enotah Public Defender Indigent Defense Contract – Four Counties

18. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

19. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement)

20. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director. Commissioner Stringer said we should bid this out next year.

21. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
(Updated 6.5.23) Request to renew ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance.

Alicia Davis explained that staff reached out and requested quotes under professional services. However, the process requires us to submit a lot of information to actuaries, and it will take two months to get the results back.

22. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
Charles Abbott Associates is the Planning Departments consultant for Commercial & Industrial Building Inspection and Plan Review Services. The Planning Department has been using these services since June 2022. The agreement for consideration will formalize the scope of services, compensation, terms, and other contractual items between Lumpkin County & Charles Abbott Associates.

23. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
Approval of the contract with Atlanta Gas Light for the installation of gas line to the New Recreation Center.

24. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on the multi-purpose field at Yahoola Creek Park.

25. 2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on Fields 4 & 6 at Yahoola Creek Park.

26. 2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*
Approval of the contract with Townley Construction to test all existing back flow assemblies and install any needed back flow assemblies.

27. 2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*
Approval of the contract with CSC Design for the recycling center and transfer station Ashley Peck explained that the architect and engineer will work with the Recycling Committee and the committee will give a recommendation to the Board of Commissioners. Commissioner Mayfield mentioned the deadline by which the Recycling Committee has to give a report to the Commissioners.

28. 2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*
This is a request for a renewal of the UFA Field Use Agreement for Soccer Programming.

29. 2023-073 UNG Facilities Use Agreement for 2023 8U Baseball State Championship - **Ratify** *(Park & Rec Manager Joseph Daugherty)*
Request to Ratify UNG Facilities Use Agreement for 2023 8U Baseball State Championship.

OTHER ITEMS

30. Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
Recommendation to work with Byron Robinson and Franklin Grindle to correct the right of way deeds on Capt. McDonald Road.

31. Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*

32. Board Approval of a Settlement Agreement Between Lumpkin County and Sharon Booth for $22,500 Related to Northern District of Georgia, Case 2:22-cv-00237-RWS *(County Attorney Joy Edelberg)*

33. LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*
LCWSA is requesting BOC confirmation of budget allocations for water system improvement projects previously approved by BOC in 2021.

Abby Branan explained this project for Sherwood Forest subdivision was approved in 2021, but the amount was not known at the time. The allocation is for $80,000.

34. Fire Station 8 Tenant Request for Cottage Industry Occupational Tax Certificate/Business License (*Community & Economic Development Director Rebecca Mincey*)
For the Planning Department to issue an Occupational Tax Certificate/Business License to a tenant that rents a residential location, the Landlord/Owner is required to approve of the tenant operating a business at the location.

Fire Station 8 has a residential property on the site. The current resident for the home is looking to have a Cottage Industry Occupational Tax Certificate/Business License.

A Cottage Industry is defined as an activity primarily carried on remotely with the space occupied by the commercial operation limited to a private office or workshop, and with no retail space or other space which is open to the public, and which is operated as an accessory land use to a residential land use, and that is carried on in such a way that the primary use of the property remains residential.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Mayfield asked why the LCSO had machine guns. Sheriff Jarrard said these old ones were for the SWAT/SRT teams, and they are upgrading to newer models.

PUBLIC COMMENT (Agenda Specific)
Sheriff Jarrard thanked the Board of Commissioners for everything they do.

ADJOURNMENT
The meeting was adjourned at 5:45 pm.

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: July 11, 2023

Agenda Item: Board of Commissioners - Regular Meeting - June 20, 2023 6 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 20, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PRESENTATIONS**

1. 2022 Audit Presentation *(Mauldin & Jenkins)*

- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.
3. Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

- **RESOLUTIONS**

5. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*
6. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*
7. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*
8. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
9. 2023-34 June Surplus Property *(Finance Director Abby Branan)*

- **REPORTS**
  County Department reports can be viewed on www.lumpkincounty.gov
- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**

10. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*
11. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*
12. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*

13. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
14. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
15. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
16. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
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18. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
19. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
20. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
21. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
22. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
23. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
24. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
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- **OTHER ITEMS**

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33. LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*
34. Fire Station 8 Tenant Request for Cottage Industry Use (*Community & Economic Development Director Rebecca Mincey*)

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**

- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **EXECUTIVE SESSION – Litigation & Personnel**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 20, 2023
6:00 PM

CALL TO ORDER
The meeting was called to order at 6:04 pm. Present were Chairman Chris Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

INVOCATION
Mr. Ours gave the invocation which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA
Motion*: Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

PRESENTATIONS

1. 2022 Audit Presentation *(Mauldin & Jenkins)*

Motion*: Commissioner Mayfield moved to accept the audit, and he was seconded by Commissioner Moran. The motion carried unanimously.*

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.
3. Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

Motion*: Commissioner Moran moved to approve the minutes by acclamation, and Commissioner Greene seconded. The motion carried unanimously.*

RESOLUTIONS

5. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*

Motion*: Chairman Dockery moved to approve the resolution and was seconded by Commissioner Stringer. The motion carried unanimously.*

6. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*

Motion*: Chairman Dockery moved to appoint Lorine Peck to Seat 6 with a term expiring 6/30/2028. Commissioner Stringer seconded the motion, which was approved unanimously.*

7. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*

***Motion**: Chairman Dockery made a motion to appoint Kim Bell to Seat 9, and he was seconded by Commissioner Greene. The motion was approved unanimously.*

8. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)

The Resolution presented here is to amended the County's ordinance to increase the hotel motel tax to 8% with an effective date of August 1, 2023.

***Motion**: Commissioner Moran moved to approve the resolution and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

9. 2023-34 June Surplus Property *(Finance Director Abby Branan)*

Consideration of list of County inventory items to be declared surplus.

***Motion**: Commissioner Mayfield moved to approve the resolution and was seconded by Commissioner Moran. The motion carried unanimously.*

REPORTS

County Department reports can be viewed on www.lumpkincounty.gov

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS

10. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*

Approval of contract with TruGreen for Turf Care Management

***Motion**: Commissioner Greene made a motion to approve the contract and was seconded by Commissioner Moran. The motion was approved unanimously.*

11. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*

Approval of the contract for the maintenance of roundabouts and welcome sign

***Motion**: Commissioner Moran moved to approve the contract with Integrity Turf. Commissioner Greene seconded the motion, which carried unanimously.*

12. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*

Request approval of a contract with GDOC for inmate labor.

***Motion**: Commissioner Moran moved to approve the contract and was seconded by Commissioner Greene. The motion was approved unanimously.*

13. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*

This is an added subscription recently made available through the prepared live (911) vendor we are currently using for our txt to 911 service. This part of the program will allow the center to receive incoming txt over our “911” lines. It will allow us to receive text messages, photos, and video from cell phones over our 911 lines.

***Motion**: Commissioner Mayfield moved to approve option B, which is to purchase the additional service for a 12-month period. Commissioner Stringer seconded the motion, which was approved unanimously.*

14. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
Approval of Contract with Georgia Power for Exterior Lighting at the New Recreation Center

***Motion**: Commissioner Greene moved to approve the contract and was seconded by Commissioner Moran. The motion was approved and carried.*

15. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
Consideration of the 2023-2024 Financial Agreement

***Motion**: Commissioner Moran moved to approve the MOU, and he was seconded by Commissioner Stringer. The motion carried unanimously.*

16. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
Enotah Public Defender Indigent Defense Contract - City

***Motion**: Commissioner Mayfield made a motion to approve the contract, and Commissioner Greene seconded. The motion was approved unanimously.*

17. 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*
Enotah Public Defender Indigent Defense Contract – Four Counties

***Motion**: Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Moran. The motion carried unanimously.*

18. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

***Motion**: Commissioner Greene moved to approve the MOU and was seconded by Commissioner Stringer. The motion carried with unanimous approval.*

19. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement)

***Motion**: Commissioner Greene moved to approve the agreement and was seconded by Commissioner Stringer. The motion carried unanimously.*

20. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
This is a renewal agreement between Lumpkin County Emergency Services hereinafter called LCES and Jack Miller Freeman, Jr., M.D. hereinafter called Medical Director.

***Motion**: Commissioner Stringer made a motion to approve the contract and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

21. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
(Updated 6.5.23) Request to renew ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance.

***Motion**: Commissioner Moran made a motion to approve the contract, and he was seconded by Commissioner Mayfield. The motion carried with unanimous approval.*

22. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
Charles Abbott Associates is the Planning Departments consultant for Commercial & Industrial Building Inspection and Plan Review Services. The Planning Department has been using these services since June 2022. The agreement for consideration will formalize the scope of services, compensation, terms, and other contractual items between Lumpkin County & Charles Abbott Associates.

***Motion**: Commissioner Stringer made a motion to approve the agreement, and he was seconded by Commissioner Greene. The motion carried with unanimous approval.*

23. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
Approval of the contract with Atlanta Gas Light for the installation of gas line to the New Recreation Center

***Motion**: Commissioner Mayfield moved to approve the agreement and was seconded by Commissioner Stringer. The motion was approved unanimously.*

24. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on the multi-purpose field at Yahoola Creek Park.

***Motion**: Commissioner Greene made a motion to approve both Item 24 and Item 25 by acclamation. Commissioner Mayfield seconded the motion, and it was approved unanimously.*

25. 2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on Fields 4 & 6 at Yahoola Creek Park.

26. 2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*
Approval of the contract with Townley Construction to test all existing back flow assemblies and install any needed back flow assemblies.

***Motion**: Commissioner Stringer moved to approve the contract and was seconded by Commissioner Greene. The motion carried with unanimous approval.*

27. 2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*
Approval of the contract with CSC Design for the recycling center and transfer station

***Motion**: Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Moran. The motion was approved unanimously.*

28. 2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*
This is a request for a renewal of the UFA Field Use Agreement for Soccer Programming.

***Motion**: Commissioner Greene moved to approve the contract, and Commissioner Stringer seconded the motion. The motion was approved unanimously.*

29. 2023-073 UNG Facilities Use Agreement for 2023 8U Baseball State Championship - **Ratify** *(Park & Rec Manager Joseph Daugherty)*
Request to Ratify UNG Facilities Use Agreement for 2023 8U Baseball State Championship.

***Motion**: Commissioner Greene moved to approve the agreement and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

OTHER ITEMS

30. Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
Recommendation to work with Byron Robinson and Franklin Grindle to correct the right of way deeds on Capt. McDonald Road.

***Motion**: Commissioner Mayfield moved to approve Course of Action "A," which is to approve acceptance of the right-of-way deed for area B from Byron Robinson and Franklin Grindle as outlined on plat of survey dated April 14, 2023 by GeoImage, and to authorize the Chairman to execute a quit-claim deed to release and transfer areas A, C, and D back to Byron Robinson and Franklin Grindle, and the remainder of Tract B on the original right-of- way survey prepared for Lumpkin County to Byron Robinson. The motion was seconded by Commissioner Moran and carried with unanimous approval.*

31. Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*

***Motion**: Commissioner Mayfield moved to approve the budget and was seconded by Commissioner Moran. Commissioners Greene, Mayfield, and Moran were in favor. Commissioner Stringer was opposed. The motion carried.*

32. Board Approval of a Settlement Agreement Between Lumpkin County and Sharon Booth for $22,500 Related to Northern District of Georgia, Case 2:22-cv-00237-RWS *(County Attorney Joy Edelberg)*

***Motion**: Commissioner Greene made a motion to approve the settlement agreement, and his motion was seconded by Commissioner Stringer. The motion was approved unanimously.*

33. LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*
LCWSA is requesting BOC confirmation of budget allocations for water system improvement projects previously approved by BOC in 2021.

***Motion**: Commissioner Moran moved to approve option A, which is to confirm the allocation of $80,000 of County ARPA funds to the LC Water & Sewerage Authority for completion of improvements to the Sherwood Forest water system. Commissioner Greene seconded the motion, and it was approved unanimously.*

34. Fire Station 8 Tenant Request for Cottage Industry Occupational Tax Certificate/Business License (*Community & Economic Development Director Rebecca Mincey*)
For the Planning Department to issue an Occupational Tax Certificate/Business License to a tenant that rents a residential location, the Landlord/Owner is required to approve of the tenant operating a business at the location.

Fire Station 8 has a residential property on the site. The current resident for the home is looking to have a Cottage Industry Occupational Tax Certificate/Business License.

A Cottage Industry is defined as an activity primarily carried on remotely with the space occupied by the commercial operation limited to a private office or workshop, and with no retail space or other space which is open to the public, and which is operated as an accessory land use to a residential land use, and that is carried on in such a way that the primary use of the property remains residential.

***Motion**: Commissioner Moran moved to approve the tenant's request, and his motion was seconded by Commissioner Mayfield. The motion was approved unanimously.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Greene thanked Park & Rec for helping facilitate the baseball tournament at the University of North Georgia.

PUBLIC COMMENTS

EXECUTIVE SESSION - Litigation & Personnel

***Motion**: Commissioner Mayfield made a motion to enter executive session and was seconded by Commissioner Greene. The motion was approved unanimously, and executive session began at 6:36 pm.*

***Motion**: Commissioner Mayfield moved to exit executive session and re-enter regular session. The motion was seconded by Commissioner Greene, and it was approved unanimously.*

Regular session resumed at 7:45 pm.

***Motion**: Commissioner Stringer made a motion to approve offering a cash in lieu of benefits option to elected officials in the amount of eight percent of the annual salary. The motion was seconded by Commissioner Greene, and it was carried with unanimous approval.*

ADJOURNMENT

***Motion**: Commissioner Moran moved to adjourn the meeting and was seconded by Commissioner Greene. The motion was approved, and the meeting ended at 7:45 pm.*

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

Board of Commissioners

Date: July 11, 2023

Agenda Item: 2023-35 Reappoint Member to Lumpkin County Planning Commission - *Barbara H. Bosanko to Seat 2, with a term expiring 08/27/2027*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-35

A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY PLANNING COMMISSION

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member to the Lumpkin County Planning Commission to serve in Seat 2, whose current term will expire on August 27, 2023;

Now therefore, it is hereby resolved that the following individual is appointed to the Lumpkin County Planning Commission for the seat and term provided below:

Name	**Seat**	**Term**
Barbara H. Bosanko	2	August 28, 2023 to August 27, 2027

Resolved, adopted and effective this 18th day of July, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Finance

Date:	July 11, 2023
Agenda Item:	2023-36 Travel Regulations and Procedures – 2023 Update *(Finance Director Abby Branan)*
Item Description:	Consideration of an update to the Travel Regulations and Procedures for how the mileage reimbursement rate for use of personal vehicles is determined.
Facts & Historical Information:	Historically, the Board of Commissioners has set the mileage reimbursement rate by resolution. The last update to the mileage reimbursement rate was in 2010. The current Travel Regulations and Procedures (Travel Policy) reflects the mileage reimbursement rate that is set by the Board of Commissioners. Staff was asked to update the Travel Policy to reflect the Internal Revenue Service's (IRS) mileage reimbursement rate. The mileage reimbursement rate is the only change proposed.
Potential Courses Of Action:	A. Adopt the changes as presented B. Modify the proposed changes and adopt. C. Do not adopt the changes.
Budget Impact:	The current mileage reimbursement rate is $0.50 per mile. The 2023 IRS mileage reimbursement rate is $0.655 per mile. This will be a 31% increase that is not budgeted. Staff expects the impact to be ~$2,000.
Staff Recommendation:	Staff recommends COA A.

LUMPKIN COUNTY RESOLUTION NO. 2023-36

A RESOLUTION TO AMEND
THE
LUMPKIN COUNTY TRAVEL REGULATIONS AND PROCEDURES

Whereas, the current Travel Regulations and Procedures reflect that reimbursement for transportation expenses incurred by the use of personally owned vehicles will be at the rate as set by the Board of Commissioners for actual miles traveled in the performance of official duties; and

Whereas, historically, the Board of Commissioners has set the mileage reimbursement rate by resolution, with the last update to the mileage reimbursement rate occurring in 2010; and

Whereas, the Board of Commissioners now desires to revise the Travel Regulations and Procedures for Lumpkin County to reflect that reimbursement for transportation expenses be at the Internal Revenue Service standard mileage rate;

Now therefore, it is hereby resolved that the Travel Regulations and Procedures for Lumpkin County is hereby revised to provide that reimbursement for transportation expenses incurred by the use of personally owned vehicles will be at the Internal Revenue Service standard mileage rate for actual miles traveled in the performance of official duties as more fully set forth in the revised Travel Regulations and Procedures for Lumpkin County attached hereto as Exhibit "A", which is incorporated herein by reference;

Resolved, adopted and effective this 18th day of July, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

TRAVEL REGULATIONS AND PROCEDURES
LUMPKIN COUNTY

Revised 2023

This document is a publication of the Lumpkin County Board of Commissioners. Its purpose is to outline the official travel regulations and procedures for Lumpkin County.

A. GENERAL

Lumpkin County Travel Regulation provisions:

Employees who are required to travel in the performance of official duties are entitled to reimbursement for expenses incurred and must have authorization from the department head or other designated official prior to their travel.

Approval may be in the form of a standing travel authorization in the case of individuals required to travel on a regular or continuous basis, or a specific travel authorization in the case of those individuals who are required to make occasional trips. A specific authorization is required for each out-of-state trip.

A Request for Travel Form must be completed and submitted to the Purchasing Agent prior to booking travel. The Request for Travel Form can be found under the "Employee Only" section on the Lumpkin County website. An itinerary/brochure for the conference/training showing a schedule and meals provided by the conference/training must be submitted with the Request for Travel Form.

B. MEALS AND INCIDENTAL EXPENSES (M&IE)

1. Per Diem Rates for Meals and Incidental Expenses (M&IE) for Overnight Travel

The per diem rates for meals and incidental expenses are established on the General Services Administration, (GSA) website at www.gsa.gov. (To view current reimbursement rates for meals and incidental expenses, select "Per Diem Lookup" at the top of the page and enter your travel location.) Receipts are not necessary for meal and incidental expense reimbursement.

Reimbursement for meals and incidental expenses for the day of departure will be three-fourths of the M&IE rate prescribed for the lodging location. Reimbursement for the day of return will be three-fourths of the M&IE rate for Lumpkin County. (All rates are listed on the GSA website.)

Reimbursement for meals is not allowed for traveling companions not on official County business.

If meals are included in the conference fee, reimbursement will only be allowed for those meals not included in the cost of the conference. Reimbursement for meals not included in the cost of the conference will be paid at that meal's rate plus the incidental per diem that is established on the GSA website. (Rates will be determined using the County/City where the conference is located.)

2. Meal Expenses Not Associated with Overnight Travel

Employees who are required to travel for their job and do not stay overnight may be reimbursed for certain meal expenses under the following situations:

Employees acting as an official representative for the County may be reimbursed for meals which are an integral part of a scheduled official meeting. Reimbursement is only authorized, however, if the meeting is with persons outside the employee's department and if the meeting continues after the meal.

3. Meal Expenses Incurred While Taking Leave

Employees who take annual leave while on travel status may not be reimbursed for meal expenses incurred during the period of leave.

C. LODGING

1. General Provisions

Lumpkin County utilizes purchasing cards to secure lodging for travel. The County authorizes the room charge, associated fees, and parking for the base rate of the conference block of rooms. Should the block of rooms be filled, the County will secure lodging in the most economical manner. Should an employee travel due to a conference/training and choose to lodge outside of the conference's established block of rooms, reimbursement will only be for the actual lodging costs plus any required lodging fees up to the conference room rate. Lodging receipts are required and must itemize room charges by date. Lumpkin County does not pay for upgrades to rooms above the base rate. Employees on official County business, within the state of Georgia, should obtain tax exemption forms for sales tax and hotel/motel tax prior to departure. Original receipts must be provided upon return to substantiate the expenses. Any additional costs associated with travel companions not on official County business are not reimbursable.

2. Responsibilities of Employee

Employees traveling overnight are responsible for ensuring the most reasonable lodging rates are obtained. To accomplish this, employees should coordinate with a purchasing card holder to:

- Make reservations in advance, whenever practical
- Utilize minimum rate accommodations

- Obtain corporate/government rates, whenever possible

3. Lodging Associated with a Meeting or Seminar

Employees who stay at a hotel/motel that is holding a scheduled meeting or seminar may incur lodging expenses that exceed the rates generally considered reasonable. The higher cost may be justified in order to avoid excessive transportation costs between a lower cost hotel/motel and the location of the meeting. The County will only pay for lodging dates that coincide with the meeting, conference or seminar. Employees will be allowed to travel one day early if the conference registration is before noon and the travel is over 5 hours. Employees will be allowed to stay one additional night if the conference concludes after 3 pm and the travel is greater than 5 hours. Should an employee decide to travel outside the parameters set forth in this policy, the employee will be responsible for such charges.

4. Sharing Lodging

When employees on travel status share a room, reimbursement will be calculated on a prorated share of the total cost. A separate receipt in the name of each employee must be presented for reimbursement. The employees should have the hotel/motel split the bill and prepare a folio for each traveler. Reimbursement will be made at the single room rate when someone who is not a county employee accompanies a county employee on travel status.

5. Exemption of County and Municipal Hotel/Motel Excise Tax and Sales Tax

Section 48-13-51 of the Official Code of Georgia Annotated exempts Georgia State and local government officials and employees, who are traveling on official business, from paying the county or municipal excise tax on lodging. County employees are also exempt from sales tax associated with lodging while on official business within the state.

Employees are required to submit a copy of the tax-exempt forms when they register at a hotel/motel. These exemptions do not apply to employees staying at an out-of-state hotel/motel. The tax-exempt forms must not be used for personal travel.

Traveling employees will receive the hotel confirmation, form ST-5 State of Georgia Sales Tax Certification of Exemption, and the State of Georgia Certificate of Exemption of local Hotel/Motel Excise Tax from the Finance Department once hotel reservations are completed. The employee should travel with this documentation. While the Finance Department will submit the tax exemption certificates to the hotel during booking, it is the responsibility of the traveling employee to ensure all applicable sales and excise taxes are removed from the hotel/motel bill prior to checking out. Any charged taxes for which the County is exempt will be paid to the County by the employee.

6. Lodging Expenses Incurred While Taking Leave

Employees who take annual leave while on travel status may not be reimbursed for lodging expenses incurred during the period of leave.

7. Required Documentation of Lodging Expenses

Daily lodging expenses, including applicable taxes, must be summarized on the employee travel expense statement with original itemized folios attached to support the expense. When employees share a room, the travelers should have the bill split by the hotel/motel and individual folios prepared for each employee. In addition, any expenses that exceed what is generally considered reasonable must be explained on the travel expense statement.

8. Cancellation of Lodging Reservations and Conference Fees

Employees are responsible for cancelling reservations for lodging, or other travel reservations, in accordance with the hotel/motel/conference cancellation policy to avoid the County being charged for fees associated with no shows. If an employee fails to cancel in the proper amount of time, the employee is responsible for the payment of such fees either directly to the establishment or the County. Penalties and charges resulting from the cancellation of reservations (or other travel reservations) shall be the county's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. However, in the event of accidents, serious illness, or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the county will pay the penalties and charges. The same policy will apply to conference fees. Every effort should be made to have a credit issued for conference fees which can be applied to a future conference.

D. TRANSPORTATION

General

Use of common carrier will be left to the discretion of the institutional personnel responsible for authorizing travel. County vehicles should be used for transportation while on official County business. If no County vehicle is available, employees may be paid reimbursed for the actual mileage at the rate established by the Board of Commissioners.

Reimbursement for the most economical mode of transportation, consistent with the purpose of the travel, will be authorized.

The initial point of departure during an employee's normal workweek shall be the individual's residence or headquarters, whichever is nearest to the destination point. The initial point of departure on weekends or holidays, however, should be the individual's actual point of departure. Reimbursement will not be allowed for expenses other than

those incurred by the employee in travel status; payments to friends or other individuals will not be allowed. **When possible, employees should attempt to travel together to the same destination in one vehicle.**

1. Vehicles

Reimbursement for transportation expenses incurred by the use of personally owned vehicles will be at the ~~rate per mile as set by the Board of Commissioners~~ Internal Revenue Service standard mileage rate for actual miles traveled in the performance of official duties. The County Manager must pre-approve any use of a personal vehicle for official county business. Employees will only be reimbursed if pre-approved.

Reimbursement for transportation expenses incurred by the use of County vehicles will be limited to actual fuel expenses.
Personal mileage will be excluded in determining the mileage for which reimbursement may be made. Claims exceeding mileage computed by the most direct route from the point of departure to destination (due to field visits, picking up passengers, etc.) must be explained on the travel expense statement.

The authorized mileage rate is to include the normal expenses incurred in the operation of a personal vehicle. In addition, parking and toll expenses will be paid for official travel in personal or County vehicles. (Low-cost long-term parking or automobile storage should be used.) A receipt must be provided for parking and the date and location of toll charges must be listed on the expense statement.

Use of commercially leased vehicles will be left to the discretion of County personnel responsible for authorizing travel. Prior approval must be obtained before renting a vehicle. All requests for rental vehicles, including estimated cost must be itemized on the Request for Authority to Travel. Employees will be reimbursed for costs associated with official use of such vehicles.

Employees sharing a ride with another county employee using either a county or personal vehicle, and not claiming reimbursement for mileage should indicate in the automobile mileage record section of the expense statement the name of the person with whom they rode and the dates of the trips.

2. COMMON CARRIERS

Transportation by common carrier will be by scheduled plane, bus, or rail. Documentation for reimbursement includes ticket stubs, receipts, or other documented evidence of expenditures. Employees should obtain the lowest fares available.

Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the county's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit

of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the county will pay the penalties and charges.

When traveling by common carrier to conduct official county business, employees traveling to their destination earlier than necessary and/or delaying their return to avail the county of reduced transportation rates may be reimbursed for additional travel days. The amount saved in transportation costs due to the early and/or delayed travel must be greater than the amount expended in salary and additional subsistence for the traveler. Prior written approval of the Department Head for the particular area in conjunction with the approval of the County Manager is required.

Taxi service will be reimbursed between the individual's departure point and the common carrier's departure point, between the common carrier's arrival point and the individual's lodging or meeting place; and between the lodging and meeting places if at different locations. Baggage handling service (portage) may be reimbursed when actually incurred in moving luggage into or out of lodging places and common carrier.

E. MISCELLANEOUS EXPENSE

Registration fees required for participation in workshops, seminars or conferences which an employee is directed and/or authorized to attend will be allowed when supported by a paid receipt.

Expenses for official telephone and telegraph messages, which must be paid by the traveler, are allowable. Postage expense incurred relative to travel will be allowed.
Reasonable expenses for stationery, supplies, and stenographic or duplicating services may be allowed. Any such claims should be accompanied by a written explanation and invoice. Claims for laundry, valet service, theatre, entertainment, and alcoholic beverages will not be reimbursed.

F. REQUEST FOR REIMBURSEMENT

Requests for reimbursement for travel should be submitted within 1 week of the last day of travel. It is the employee's responsibility to read and understand this policy and to obtain any required documentation. It is the employee's supervisor's responsibility to make sure the request for reimbursement adheres to this policy and is completed and submitted correctly. Employees will not be reimbursed for non-itemized receipts. Requests for reimbursement should not contain supplies unless pre-authorized by the employee's supervisor. Any supplies purchased should be turned into the County upon return with a verification statement submitted by the person(s) that took supplies into inventory.

This policy does not apply to reimbursable travel expenses of jurors or witnesses: however, if a department deems it appropriate to use this policy as guidelines for non-employee travel-related expenses, the County may pay those expenses accordingly.

The County Manager and the Board of Commissioners reserves the right to approve or deny travel expense claims not specifically addressed by this policy. Consultation among the Department Head, Elected Official, County Manager, and/or Board may be pursued to determine a reasonable course of action.

Abuse of this policy, including falsifying expense reports, can be grounds of disciplinary action, up to and including termination of employment.

Lumpkin County, Georgia

Special Projects

Date:	July 11, 2023
Agenda Item:	2023-074 Rock House Road Property Asbestos Abatement - Southern Geotechnical Consultants *(Special Projects Director Ashley Peck)*
Item Description:	Consideration of a contract with Southern Geotechnical Consultants for the removal of asbestos from the house located on Rock House Road
Facts & Historical Information:	In 2020 Lumpkin County purchased property on Rock House Road. The property contained an existing residential structure that is in disrepair and needs to be removed. Lumpkin County requested Southern Geotechnical Consultants to determine if asbestos was present, and if it so, provide us with a cost for removal. After testing it was determined that asbestos was present in the laminate flooring of the home. This contract involves the abatement of the asbestos containing sheet flooring and associated underlayment. All labor, materials, insurance, and regulatory notifications are provided in the scope of services. All work will be done by trained and certified personnel in accordance with Federal, State and Local regulations. The cost of the removal will be $6,300.00
Potential Courses Of Action:	A. Approve the contract with Southern Geotechnical Consultants for the abatement of asbestos B. Do not approve the contract with Southern Geotechnical Consultants for the abatement of asbestos C. Approve the contract, but request modifications D. Request staff to contract with another vendor for the abatement of asbestos
Budget Impact:	The cost of the contract will be paid from contingency
Staff Recommendation:	Approve the contract with Southern Geotechnical Consultants for the removal of asbestos.

2660 White Sulphur Road ♦Gainesville, Georgia 30501
770.536.5220 phone ♦ office@southerngeotech.com

Geotechnical Engineering ♦ Special Inspections ♦ CMT ♦ Environmental Services

MEMO

To: Mr. Wayne Seabolt

From: Rodney Clark

Date: May 26, 2023

1 Rock House Road Asbestos Abatement
SGC Proposal No. GP-2637

Southern Geotechnical Consultants (SGC), LLC appreciates the opportunity to submit our proposal for providing asbestos abatement services for the referenced project. This proposal briefly describes our understanding of the project, outlines the scope of services requested, and presents corresponding fee information.

PROJECT INFORMATION

The project involves the abatement of the asbestos containing sheet flooring and associated underlayment materials at the existing residential structure located at 1 Rock House Road in Dahlonega, Georgia.

SCOPE OF SERVICES

All necessary labor, materials, insurance, regulatory notifications and incidentals shall be provided to properly remove and dispose of identified asbestos containing materials from the above referenced structure. All work shall be accomplished by trained and certified personnel in accordance with Federal, State and Local regulations. Materials addressed and approximate quantities shall be as indicated in the table following. All work shall be covered by our standard insurance. Additional coverage and limits are available. Upon completion, documentation shall be provided to demonstrate full regulatory compliance.

SCHEDULE

It is anticipated the work as described will require one shift on site. No provision has been made for the incorporation of "premium time." Should your project require a constricted schedule, we will provide adjusted pricing.

COST BASIS

Accordingly, our cost to accomplish the work as above stated is as indicted in the table following. For informational purposes, this price may be distributed substantially as indicated by individual line items. An invoice for the work upon completion with payment in full due upon receipt will be issued once work is complete.

Thank you again for the opportunity to submit this proposal. Please contact us if you wish to discuss any aspect of this proposal or if we can be of assistance to you in any capacity.

1 Rock House Road - Dahlonega, GA

Work Elements - ASBESTOS ABATEMANT

Description		SF	COST
Mobilization and Prework		LS	$1,000.00
GDNR Notification Fee		LS	$500.00
	Remove & Dispose Asbestos Materials:		
	Sheet Flooring and Underlayment	LS	$4,800.00
	Total		**$6,300.00**

SGC will submit the 10-Working Day notification documentations to the GA EPD, along with associated fees.

The project is to be performed over one continuous uninterrupted mobilization. A phased project will incur re-mobilization charges.

The work area(s) will be fully contained and placed under negative pressure with HEPA filtration for the duration of abatement activities. All work will be performed by OSHA/EPA certified Supervisors and workers.

All asbestos waste will be packaged for proper disposal in an asbestos landfill. Copies of the Asbestos Disposal Manifests will be forwarded to Owner/Owner's Representative, once SGC receives our fully executed copies back from the landfill.

Prep Phase - All non-asbestos obstacles that will have to be selectively demolished prior to actual abatement (built-in cabinetry, countertops, baseboards, doors, hardware, trim, molding, wall-mounted fixtures, mirrors sink fixtures, ceiling tile & grid, lighting fixtures, etc.) will be placed/piled neatly to-the-side (in appropriate spaces within the building and/or outside at the rear elevation of the property). The disposal of this cleaned/uncontaminated waste pile will be the demolition contractor's responsibility.

SGC will provide generator(s) to compliment & replace the existing power as we progress through the project. Power being required for all electrical equipment (negative-air machines, lightings fixtures, power tools, etc.)

SGC will provide a water tank reservoir to compliment & replace the existing water supply. Water mandated for constant wetting the asbestos waste stream per EPA standards.

SGC office will promptly send an asbestos abatement Completion Letter once the Supervisor (competent person) declares the job finished, and the crew has taken down the containment(s) and de-mobilized with all SGC supplies & equipment.

EXHIBIT A

PROPOSAL ACCEPTANCE

Description of Services Asbestos Abatement Services
Project Name 1 Rock House Road
Project Location Dahlonega, Georgia
Proposal Date May 26, 2023 / GP-2637 Consultant SGC, LLC

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:
Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention: _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.
Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other Than Above):

Name _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention: _____ Title _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:
Accepted this _____ day of _____, 20_____

_____
Print or type individual, firm or corporate name

_____
Signature of authorized representative

_____

EXHIBIT B

STANDARD TERMS AND CONDITIONS
OF CONTRACT FOR PROFESSIONAL SERVICES:

The Client and Southern Geotechnical Consultants, LLC (hereinafter referred to as Southern Geotechnical Consultants) (collectively, the Client and Southern Geotechnical Consultants shall be referred to as the "parties") agree that services covered by this Agreement shall be performed in accordance with the following Standard Terms and Conditions:

1. Standard of Care. Southern Geotechnical Consultants will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. Southern Geotechnical Consultants makes no warranty, express or implied, as to its professional services rendered under this Agreement and specifically excludes any implied warranty that the services contracted for in this Agreement are suitable for the Client's project. Client shall promptly notify Southern Geotechnical Consultants with reasonable specificity of any deficiencies or suspected deficiencies in the services of which Client becomes aware, so that Southern Geotechnical Consultants may take measures to minimize the consequences of such a deficiency. Failure to notify Southern Geotechnical Consultants shall relieve Southern Geotechnical Consultants of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. Client acknowledges that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. Southern Geotechnical Consultants therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

2. Payment. The Client agrees to pay Southern Geotechnical Consultants for work completed. Southern Geotechnical Consultants will invoice the Client periodically. Payments to Southern Geotechnical Consultants are due upon receipt of the invoice. Interest will accrue at the rate of 1.5 % per month from the date of the invoice on all payments not made within 30 days of the date of the invoice. If you dispute any portion of an invoice, you will notify Southern Geotechnical Consultants in writing with specificity within 10 days and pay the undisputed portion of the Invoice. Non payment of any invoice within 10 days of the date of the invoice authorizes Southern Geotechnical Consultants to immediately stop work on the Client's project and to withhold all documentation on the project from the Client, without incurring any liability for damages to Client or others. If any unpaid amounts have to be collected by or through litigation or the services of an attorney, the Client shall be liable for the reasonable attorney's fees and expenses of litigation incurred by Southern Geotechnical Consultants. If Client disputes any part of an invoice, Client will notify Southern Geotechnical Consultants in writing within 10 days of receipt of the invoice and shall pay the undisputed portion at the same time.

3. Additional Charges. Only those services specifically listed within this proposal are included. Any future phases or additional services will require additional fees.

Southern Geotechnical Consultants services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Delays caused by acts or conditions outside the control of Southern Geotechnical Consultants may cause an increase in the project cost. An unanticiapted number of meetings between Client and Southern Geotechnical Consultants may cause an increase in Southern Geotechnical Consultants' costs and will be billed to the Client at the hourly rate charged by Southern Geotechnical Consultants.

Unforeseen, adverse field conditions may require an increase in the project schedule and fees charged to Client. Adverse field conditions include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond Southern Geotechnical Consultants' control. Southern Geotechnical Consultants will immediately inform the Client in writing when such conditions are encountered. Client and Southern Geotechnical Consultants will agree in writing to any changes in scope and fee before proceeding with the project.

The Client shall be responsible for all governmental fees associated with the work performed under this contract and any other fees not specifically covered by the terms of this contract. The Client shall reimburse Southern Geotechnical Consultants for responding to any subpoena or governmental inquiry or audit related to this Agreement at Southern Geotechnical Consultants' standard rates then in effect.

4. Confidentiality. Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Southern Geotechnical Consultants pertaining to Client's project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Southern Geotechnical Consultants, or unless required by law.

5. Independent Contractor. Southern Geotechnical Consultants is an independent contractor and not an agent for or employee of Client and Southern Geotechnical Consultants is not empowered under the Agreement to make any binding commitments or contracts on Client's behalf nor to supervise any part of Client's project or other contractor's work for any purpose whatsoever.

6. Disputes. Any legal action between Client and Southern Geotechnical Consultants arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Lumpkin County, Georgia, regardless of who initiates the legal action. The parties agree that any legal action filed be either party shall be sent to mediation. If Southern Geotechnical Consultants is the prevailing party in any lawsuit decided by a judge or jury, Southern Geotechnical Consultants shall also be entitled to judgment for its reasonable expenses of litigation, including attorney's fees.

7. Limitation of Liability. Southern Geotechnical Consultants shall not be liable for errors or omissions which are not disclosed to Southern Geotechnical Consultants, in writing, within one (1) year of the date of this Agreement. Southern Geotechnical Consultants assumes no liability for damage to others who are not a party to this Agreement.

Southern Geotechnical Consultants shall not be liable for damages resulting from the actions or inactions of governmental agencies. Southern Geotechnical Consultants shall act as an advisor only in all governmental relations.

The Client shall be responsible for disclosing any information and providing any necessary documents related to the property or project necessary to Southern Geotechnical Consultants' performance under this Agreement. Any delays, errors or damages caused by Client's failure to timely provide documents and accurate information is the sole responsibility of Client.

Notwithstanding any other provision of this Agreement, Southern Geotechnical Consultants, its officers, directors, partners, employees, contractors or consultants shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that Client may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. Client's Responsibilities. Clint will designate to Southern Geotechnical Consultants in writing a person to act as Client's representative who is authorized to receive notices, transmit information and make decisions regarding the project. Except as otherwise agreed, Client will secure the approvals, permits, licenses and consents necessary for performance of the services. Client will provide Southern Geotechnical Consultants with all documents and other information that are pertinent to the services and are reasonably available to Client, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before Southern Geotechnical Consultants performs any subsurface activities, Client will provide it with all plans and other information available to Client concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, Southern Geotechnical Consultants will be entitled to rely upon the accuracy and completeness of the documents and information provided by the Client.

9. Termination. Either party may terminate this Agreement at any time by giving written notice to the other. Termination shall be effective when received by the party being terminated. Southern Geotechnical Consultants may terminate this Agreement at anytime without prior notice due to nonpayment by Client. If this Agreement is terminated, Southern Geotechnical Consultants shall be compensated for work actually performed and expenses incurred up to the date of termination. Southern Geotechnical Consultants shall not be liable for any consequential damages, including but not limited to, loss of use and loss of profit, incurred by the Client because of the termination of this Agreement or any subsequent resumption of the project.

10. Reuse of Documents**.** All documents (including electronic and computer formats) prepared by or furnished by Southern Geotechnical Consultants pursuant to this Agreement are the copyrighted property of Southern Geotechnical Consultants. Designs, reports, data and other work product delivered to Client are for Client's use only, for the limited purposes disclosed to Southern Geotechnical Consultants. They are not intended or represented to be suitable for reuse by Client or others for any purpose other than that specifically agreed to in this Agreement. Any reuse of documents prepared by Southern Geotechnical Consultants without the specific written consent of Southern Geotechnical Consultants is prohibited. If consent to reuse the documents is granted by Southern Geotechnical Consultants, such reuse shall be at user's sole risk and without liability or legal exposure to Southern Geotechnical Consultants and Client agrees to indemnify and defend Southern Geotechnical Consultants against any liabilities resulting therefrom. Any improper use shall entitle Southern Geotechnical Consultants to further compensation at rates then charged by Southern Geotechnical Consultants. The parties agree that any breach of this paragraph by the Client or others may result in irreparable harm to Southern Geotechnical Consultants and that it is impossible to measure in money the damages that will accrue to Southern Geotechnical Consultants as the result of such a breach. Therefore, the terms and provisions of this paragraph may be specifically enforced by Southern Geotechnical Consultants in equity, and the Client hereby waives the claim or defense that a remedy at law is adequate for a breach of any of the terms and provisions of this paragraph. Any technology, methodology or technical information learned or developed by Southern Geotechnical Consultants shall remain its property.

11. Record Retention**.** Southern Geotechnical Consultants will retain records for a maximum of three (3) years from completion of project or termination of Southern Geotechnical Consultants duties.

12. Waiver. If one party waives enforcement of any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time, without further notice to the other party.

13. Assignments**.** The provisions of this Agreement are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Neither Southern Geotechnical Consultants nor the Client shall assign or transfer its interest in this Agreement without written consent of the other.

14. Modification to Agreement**.** This Agreement represents the entire agreement between the Client and Southern Geotechnical Consultants and supersedes all prior negotiations, representations or agreements, either written or oral, for this project. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. These Standard Terms and Conditions shall govern over any inconsistent terms in the Agreement. Unless specifically excluded, all terms and conditions of the original contract shall apply to any modification or addendum. All additional work shall be charged to the Client at the standard hourly rates charged by Southern Geotechnical Consultants, unless priced differently in the modification.

15. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform and modify this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These terms and conditions of this Agreement shall survive the completion of the services under this Agreement or and the termination of this Agreement for any cause.

16. Governing Law**.** This Agreement shall be governed in all respects by the laws of the State of Georgia.

17. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (A) In person, (B) By certified mail, (C) By overnight courier, (D) By fax.

18. Counterparts. The parties may sign several identical counterparts of this Agreement. Any fully signed counterpart shall be treated as an original.

19. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement.

Lumpkin County, Georgia

Finance

Date:	July 11, 2023
Agenda Item:	2023-075 UCBI Treasury Management Services Contract – 2023 TSPLOST *(Finance Director Abby Branan)*
Item Description:	Consideration of a Treasury Management Services Contract with United Community Bank for fraud protection of the 2023 TSPLOST account.
Facts & Historical Information:	United Community Bank has provided banking services to Lumpkin County since 2004. After experiencing fraud in 2014, staff engaged UCB to provide fraud protection (Positive Pay) services through its Treasury Management division. The County currently uses Positive Pay by loading issued check file to the bank portal when checks are issued. Each business day, clearing checks are reconciled to the issued check files to ensure only checks that are issued by the County are paid. If a clearing check is not included in the issued check files, the check is returned, which prevents losses to the county. It also reduces staff time spent closing accounts, reopening accounts, changing ACH information with vendors and organization from which we receive payments.
Potential Courses Of Action:	A. Approve the contract with United Community Bank. B. Do not approve the contract with United Community Bank and not have Positive Pay services on the 2023 TSPLOST account.
Budget Impact:	There is no budget impact. The County already pays for Positive Pay services for other accounts, and the cost will not increase with the addition of the 2023 TSPLOST account.
Staff Recommendation:	Course of Action A.

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Treasury Services Application and Enrollment Form

Complete all requested information and include all required signatures to apply and enroll for United Community Bank ("Bank") Treasury Services as defined in the Treasury Services Terms and Conditions (the "Master Agreement"). Services are subject to approval by the Bank. Bank may require additional documentation and financial information about the Customer and/or the principal owner(s) of Customer. Upon receipt of this completed form, Bank will notify you of any additional financial statements, or other information required.

Customer Name	Lumpkin County Commissioners
Address	99 Courthouse Hill, Suite D, Dahlonega, GA, 30533
Phone	706-482-2554
Tax ID	58-6000857

Administrators

The following person(s) is/are hereby designated as the Administrator(s) as set forth in the Resolution of the Company set forth on **Exhibit A**.

No administrators exist.

Holiday Schedule

The following dates are Federal Holidays. Bank will not process ACH files on these dates even if it is open for business. Be careful to make sure these dates are not used as Effective Dates in your ACH files.

HOLIDAY	DATE
New Year's Day	January 1*
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	Closes at noon
Christmas Day	December 25*

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**If January 1, July 4, November 11, or December 25 fall on a Sunday, the following Monday will be considered a Federal Holiday.*

Bill Pay Operating Instructions

Exposure Limits

Bank will not transmit Bill Pay transactions that exceed the individual or daily transaction limits of $100,000.

Fraud Protection Operating Instructions

Lumpkin County Commissioners agrees to provide United Community Bank issued check information through the online banking system as checks are issued unless Full Check Block has been selected. The Bank will not be responsible for any inadequate information provided to them from the company.

The Bank will compare each paid check to the issued check information provided. The comparison is based upon check number and amount unless payee verification has been selected. Any paid checks that do not match based on check number, amount, or payee name will be listed in the positive pay system as an exception to approve or deny daily by 1:00 PM daily EDT. Authorized personnel will receive emails daily prior to 9:00AM EDT listing items that require review before 1:00PM. A reminder email will be sent at approximately 11:30AM EDT to the same authorized personnel.

Full Check Block will automatically reverse and return any checks that attempt to post to the account. ACH Debit Block and ACH Credit Block will automatically reverse and return any checks that attempt to post to the account.

Company authorizes the Bank to return/pay any item that the customer fails to notify the bank of a decision prior to 1:00pm EDT. Any ACH transactions not reviewed or are unauthorized will be returned as "Corporate Customer Advises Not Authorized". Any ACH transaction failed to be returned by United Community Bank that is not authorized under the terms of this agreement will be reimbursed by the bank upon request. Company agrees to pay the outlined fees in this contract.

TYPE	NUMBER	NAME	CHECK	ACH DEBIT	ACH CREDIT
DDA	2528406407	LCC - 2023 TSPLOST	Payee Verification	Filter	

Employee Authorization

Abby Branan

abby.branan@lumpkincounty.gov | 706-973-9467

Fraud Protection: ACH Filter

Level: Full

TYPE	NUMBER	NAME
DDA	2528406407	LCC - 2023 TSPLOST

Fraud Protection: Positive Pay

Level: Full

DocuSign Envelope ID: 1CA382D4-B973-406B-8280-BA25D76A0BFA

TYPE	NUMBER	NAME
DDA	2528406407	LCC - 2023 TSPLOST

Carlie Chinkhan

carlie.chinkhan@lumpkincounty.gov | 706-897-6303

Fraud Protection: ACH Filter

Level: Full

TYPE	NUMBER	NAME
DDA	2528406407	LCC - 2023 TSPLOST

Fraud Protection: Positive Pay

Level: Full

TYPE	NUMBER	NAME
DDA	2528406407	LCC - 2023 TSPLOST

Chris Dockery

chris.dockery@lumpkincounty.gov | 706-265-0804

Employee does not have access to any products.

Hillary Ullom

hillary.ullom@lumpkincounty.gov | 706-973-1292

Fraud Protection: ACH Filter

Level: Full

TYPE	NUMBER	NAME
DDA	2528406407	LCC - 2023 TSPLOST

Fraud Protection: Positive Pay

Level: Full

TYPE	NUMBER	NAME
DDA	2528406407	LCC - 2023 TSPLOST

Exhibit A

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Company Resolution for Treasury Management Services

Customer Name	Lumpkin County Commissioners
Address	99 Courthouse Hill, Suite D, Dahlonega, GA, 30533
Tax ID	58-6000857
Date of Meeting	(MM/DD/YYYY)

TYPE OF ORGANIZATION	GOVERNING BODY
Corporation	Board of Directors
Partnership	Partners
Limited Liability Company	Members and/or Managers
Sole Proprietorship	Owner
Unincorporated Religious Society	Board of Trustees, Deacons or Elders
Unincorporated Association	Board of Directors or
Other	

The undersigned hereby certify that the following resolutions for Treasury Management Services were unanimously adopted, approved, and confirmed by the Organization at a meeting of the Governing Body held on or before the date set forth above, which was duly noticed and attended by a quorum of such persons, or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof.

Designation of Authorized Representatives Any of the individuals listed below ("Authorized Representative"), are authorized to exercise the powers granted in this Resolution:

NAME	TITLE / POSITION	EMAIL	PHONE
Chris Dockery		chris.dockery@lumpkincounty.gov	706-265-0804

Powers Granted. Organization hereby authorizes the above Authorized Representative with the powers to: (a) Exercise any and all of the powers listed in this resolution ("Full Authority"); (b) Open any deposit or share account(s) on behalf of and in the name of Organization ("Account Opening"); (c) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit ("Payments and Deposits") with United Community Bank (the "Bank"); (d) Take any actions on behalf of Organization to borrow money, including acts to sign, execute and deliver promissory notes or other evidences of indebtedness and to pledge collateral and to otherwise endorse, assign, transfer, mortgage, or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other Organization property (now owned or hereafter owned/acquired) as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment ("Borrowing/Pledging"); (e) Take any actions on behalf of Organization for the purpose of renting, maintaining, accessing, and terminating a Safe Deposit Box and/or Self-Serve Storage Box in the Bank ("Deposit Box"); (f) Take any actions on behalf of Organization to authorize, utilize and delegate Treasury Management Services products and services, including entering into agreements for funds transfer, automated clearing house, sweep services, remote deposit capture services, master repurchase, online banking, night depository, operational issues/needs, and other agreements relating to deposit accounts with the Bank ("Treasury Management Services").

RESOLVED, that, Bank is designated as a depository for the funds of Organization and to provide other financial accommodations indicated in this resolution.

RESOLVED, Organization acknowledges and agrees that Bank may furnish at its discretion automated access devices to Authorized Representatives of Organization to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

RESOLVED, that, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw or transfer funds from the deposit account(s) of the Organization, in addition to the Authorized Representatives designated in

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any other resolution, the Authorized Representative(s) are authorized and vested with full authority to act for and on behalf of Organization as set forth herein.

RESOLVED, Organization acknowledges and agrees that Bank may rely on alternative signature and verification codes issued to or obtained from any Authorized Representative named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with Bank, personal identification numbers (PIN), and digital signatures. Organization authorizes each Authorized Representative to have custody of Organization's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

RESOLVED, that any one of the Authorized Representatives designated, subject to the limitations of power set forth above, if any, are hereby authorized to (1) execute, amend, supplement, and deliver to the Bank agreements, addenda, applications, forms and other documents, in either paper or electronic form, on behalf of this Organization upon such terms and conditions as that person may deem appropriate, (2) to appoint and delegate, from time to time, persons who may act on behalf of this Organization pursuant to such agreements, (3) add, delete, or change any service or products used by this Organization and the Organization accounts for which the service or products may be used, and (4) may further initiate transactions or instructions using security procedures applicable to any Bank Treasury Management Services and products used by Organization;

RESOLVED, that, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw or transfer funds from the deposit account(s) of the Organization, in addition to the Authorized Representatives designated in any other resolution, Organization hereby designates the Authorized Administrator set forth in any Treasury Management Services agreement, as "Authorized Representative(s)" hereunder and are authorized and vested with full authority to act for and on behalf of Organization;

RESOLVED, that regardless of the identity of the initiator, the initiation of a transaction or instructions using security procedures applicable to any Treasury Management Services used by Organization and authorized herein constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by Organization of authorized persons or signature requirements identified on any signature card or other documents relating to Organization's deposit account maintained with Bank, and that the submission of transactions and instructions using the security procedures shall be considered the same as an authorized written signature of an authorized signatory(ies) of Organization in authorizing Bank to execute each such transaction or instruction;

RESOLVED, that Organization shall be bound by any and all transactions initiated either by any Authorized Representative or solely through the use of security procedures designated for any applicable Treasury Management Services and products, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Organization;

RESOLVED, Organization hereby agrees to be bound by and expressly agrees to the terms of any and agreements executed or acknowledged electronically, including data in electronic form, which is logically associated with other data in electronic form and which is used by the signatory to sign as set forth in 15 U.S.C. §7006, and Organization agrees to be bound by and expressly consents to the terms and conditions of any products or services provided by the Bank and authorized in this Resolution after Bank receives any agreement from anyone using the credentials of a Company Authorized Representative.

RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved;

RESOLVED, that any officer of the Organization or any member of the Governing Body is authorized to certify these resolutions, which supersede all resolutions of like tenor previously furnished to the Bank, and to provide written notice to the Bank in the event these resolution hereafter modified or rescinded; and

RESOLVED, that these Treasury Management Services resolutions will continue in full force and effect and shall remain irrevocable as far as the Bank is concerned until the Bank is notified in writing of their modification or rescission, which shall have prospective effect only. These Treasury Management Services resolutions shall (a) be supplemental to and in addition to any resolutions provided by Organization in connection with any account opening (each an "Account Resolution"); and (b) not be modified, rescinded or altered by any changes by Organization to an Account Resolution.

I further certify that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions duly adopted by the Organization and affirmatively appearing in the permanent records of the Organization.

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I further certify that there is no provision within the articles or incorporation, the by-laws, the articles of organization, the operating agreement, the partnership agreement, or other governing document of the Organization, whichever of the foregoing instruments is applicable, that either restricts the passing of the foregoing resolutions or prevents me from executing this certification, and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law.

I further certify that the foregoing resolutions (i) have not been modified, amended or rescinded, (ii) are in full force and effect, and (iii) are binding upon the Organization.

I further certify that the Organization is duly organized, validly existing and in good standing under the laws governing its creation and existence, and is duly registered in all states in which it does business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Organization on the date first set forth above.

Administrator/Authorized Signature of Approval

By signing below, Customer (i) hereby requests Bank to provide to Customer the products and services selected in this Enrollment Form (the "Services"), (ii) acknowledges receipt of, and agrees to, accepts and agrees to be bound by, the terms and provisions of, Bank's Treasury Services Terms and Conditions, as amended from time to time (the "Master Agreement"), (iii) acknowledges receipt of, and agrees to, accepts, and agrees to be bound by the terms and provisions of, Bank's Service Agreement(s) for the Services selected in this Enrollment Form, including any and all schedules hereto, all as amended, (iv) acknowledges receipt of Bank's fee schedule(s) for the Services, (v) agrees to timely notify Bank and request completion and execution of a revised Enrollment Form or Service Agreement, as applicable, in the event any information set forth therein shall become inaccurate, incomplete, or incorrect in any material respect, (vi) represents and warrants that Customer has reviewed, considered and consented to the Security Procedures set forth in this Enrollment Form and in the Master Agreement and that the Security Procedures offered by Bank are commercially reasonable, and (vii) represents and warrants that the person completing and/or executing this Enrollment Form has been duly authorized by Customer to do so and to fully and legally bind Customer to the terms, conditions, and provisions of this Enrollment Form, the Master Agreement, and the Service Agreement by and through the execution hereof, and that its performance under these terms will not violate any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with the Bank or otherwise.

I certify that this Enrollment Form is true and complete. I authorize Bank or its agents to verify the information obtained in this application and to obtain additional information concerning my financial condition, including, without limitation, credit reports, although Bank may rely on your financial statement without any further verification. I authorize Bank to furnish such information and any other credit experiences with me to others and to answer any questions about my credit experience and other financial relationships with Bank, to the extent not prohibited by applicable law. I agree to notify Bank, in writing, of any change that materially affects the accuracy of this statement.

The individual(s) signing below must be an authorized signer on the Main Checking Account identified in Section II of this Enrollment Form.

Chris Dockery

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Treasury Management Services
Terms and Conditions

Treasury Management Services
P.O. Box 398
Blairsville, Georgia 30514

Telephone: (866) 270-6100
E-Mail: ecorp@ucbi.com
Website: www.ucbi.com

DocuSign Envelope ID: 1CA382D4-B973-406B-8280-BA25D76A0BFA

INTRODUCTION

Thank you for choosing United Community Bank for your Treasury Management business needs. We appreciate the opportunity to serve you. If you have any questions about our Treasury Management Services or about these Treasury Management Services Terms and Conditions (this "Booklet"), please contact your Treasury Management representative. The General Terms and Conditions (Part I) and separate sections for the Services (Part II) within this Booklet contain capitalized terms which are defined herein. This Booklet contains the terms and conditions under which we provide you with Treasury Management Services. It is used in conjunction with the terms and conditions applicable to the deposit accounts for which Services are provided. Please read this Booklet carefully and keep it for your records.

Some Services require Customer to complete additional forms ("**Operating Instructions**"), which provides Bank with necessary information to set up the Service. The Operating Instructions must be completed by you before using the applicable Service. The Operating Instructions are incorporated herein and made a part of this Booklet. You may begin using the Service when we have received all required and properly executed forms.

Part I below is the General Terms and Conditions that apply to all the Services. Following the General Terms and Conditions are the Service Sections (Part II) which contain the terms and conditions applicable to each Service.

By either (a) signing the Treasury Management Services Enrollment Form for this Booklet, or (b) providing such other documentation to the Bank for purposes of enrolling Customer in the Services in such a form acceptable in Bank's sole discretion, or (c) using any services described herein according to Customer's current configuration with the Bank (collectively the "**Enrollment Form**"), the entity designated in the Enrollment Form ("**Customer,**" "**you," "your," "yours"**) acknowledges and agrees that it has received, read, and understands United Community Bank ("**UCB**," "**Bank,**" **"our," "we," "us"**) Treasury Management Service Terms and Conditions Booklet, all Operating Instructions, the Enrollment Form and all other agreements referenced herein, each as amended from time to time (collectively referred to herein as the "**Booklet**" or "**Master Agreement**") and the Customer agrees to be bound by the terms and conditions of the Booklet and any Schedules and Operating Instructions described therein.

After the Customer executes the Enrollment Form, the Customer may from time to time request the Bank to provide any of the Services described in the Booklet ("**Services**"). The Customer may begin to use any such Service once Bank has approved such use and has received all required properly executed forms. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Customer's Accounts, Customer accepts and agrees to the terms and conditions of Part I of this Booklet, which is applicable to all Services, as may be in effect from time to time. Customer also accepts and agrees to the terms and conditions of those Sections in Part II of this Booklet governing the specific Service(s) Customer has selected in the Enrollment Form. Terms defined in Part I are applicable to all of the terms contained in this Booklet. Terms contained within Part II are applicable only to the provisions of the Service contained in the Service Section in which the term is defined. In the event of a conflict between the terms in Part I and the terms in Part II, the terms in Part II shall control.

By executing the Enrollment Form, the Customer warrants and certifies that the Customer has taken all action required by its organizational or constituent documents to authorize the Customer representative to execute and deliver on behalf of the Customer the Enrollment Form, all Schedules attached thereto, and any other documents the Bank may require with respect to the Services, including the necessary action to agree to and be bound to the terms and conditions set forth in the Booklet.

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I. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all the Treasury Management Services provided by Bank. These Services currently include, but are not limited to, the Online Service, ACH Origination, Wire Transfer of Funds, Remote Deposit, Positive Pay, Lockbox Services, ACH Block/Filter Service, Account Reconciliation Services, and SmartSafe (individually the "**Service**," collectively the "**Services**"). Bank and Customer agree that this Booklet shall also govern all new Treasury Management Services used by Customer in the future. Bank agrees to provide and Customer agrees to purchase certain Services provided for and described in this Booklet and agrees to such terms and conditions of this Booklet. Customer agrees as follows:

1. Authority, Representations and Warranties.

Customer hereby warrants that it has full right, authority and power to agree to the terms of this Booklet and that execution of the Enrollment Form has been duly authorized by necessary governing bodies or executive officers, as the case may be. Customer agrees to supply Bank any information that the Bank may reasonably request including, but not limited to, such documents as may be satisfactory to the Bank which establish the authority of any representative to enter into or act on behalf of Customer in regards to this Booklet or to enter into the Services and or to perform any other act contemplated under this Booklet.

Customer further warrants that it is validly existing and in good standing under the laws of the applicable state and any consent or authorization of any governmental authority or third party required to be obtained by Customer in connection with this Booklet or any Treasury Management Service used or performed has been obtained.

You acknowledge, represent and warrant that the Services will not be used for accounts established primarily for personal, family or household purposes. Specifically, you acknowledge, represent and warrant that the transfer of funds from your Accounts is for business purposes and not for personal, family or household purposes. Accordingly, the provisions of the federal Electronic Fund Transfer Act, as amended, and the Consumer Financial Protection Bureau's Regulation E, as amended, and any other laws or regulations, as well as any terms or provisions of this Booklet, intended for the protection of consumers or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Accounts.

2. Commonly Controlled Entities.

Customer, and each Commonly Controlled Entity, (as defined below) represent and warrant to Bank: (1) that each of the Commonly Controlled Entities is an entity in which the Customer or its Parent (herein defined) has direct or indirect majority ownership interest; (2) that each such entity maintains one or more checking accounts with Bank (each, a "**Commonly Controlled Entity**"); (3) that the person executing the Enrollment Form on behalf of the Customer is an authorized signatory on each of the Commonly Controlled Entity Accounts with Bank; (4) that the execution of the Enrollment Form by such person constitutes the acceptance of and agreement to the terms and conditions contained in the Service Agreement, both on behalf of the Customer and each such Commonly Controlled Entity, for the purpose of granting authority for such person to perform transactions under the Service Agreement; (5) that all actions by such person on behalf of the Customer or a Commonly Controlled Entity constitutes the duly authorized action of the Customer and/or such Commonly Controlled Entity, as applicable; and (6) that each Commonly Controlled Entity is deemed to be a party to this Booklet. For purposes of this Booklet, "Parent" means a person or entity that has a majority ownership interest in Customer.

a. Bank, in its discretion, may permit Customer to link its Accounts maintained at Bank to the Accounts of other Commonly Controlled Entities through the Services, to permit Customer to perform all banking transactions authorized in the Service Sections and this Booklet, relating to such Commonly Controlled Entities' Accounts without requiring other signatures or further authorizations of the applicable Commonly Controlled Entities.

b. Customer, and each Commonly Controlled Entity, represent to Bank that they have entered into an agreement in which Customer agrees to perform certain Treasury Management Services, on behalf of Commonly Controlled Entities that requires Customer to have access to, and authority to conduct banking transactions on behalf of and with respect to, the Commonly Controlled Entities' Accounts maintained at Bank. By signing the Enrollment Form, Customer and each Commonly Controlled Entity make such representation to Bank and authorize Bank to perform such transactions based upon Customer's instructions.

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c. Customer and each Commonly Controlled Entity represents and warrants to Bank that if Accounts held under different tax identification numbers are linked, the person signing the Enrollment Form is an authorized signatory for each Commonly Controlled Entity, is authorized to designate the multiple ACH Block/Filter Service access included in this Booklet and the Service Section, and that no Account included for common access is restricted from such common access by any provisions of Customer's charter, bylaws or similar documents or any applicable laws or any existing resolution, declaration or agreement with Bank and that each of the requested Services has been duly and legally authorized by Customer and each Commonly Controlled Entity. Where Accounts held under different tax identification numbers are requested to be linked, Customer, and each Commonly Controlled Entity, acknowledges that Bank shall rely on the Security Procedure to determine authority of Customer to transfer funds or conduct other transactions effecting Accounts of other Commonly Controlled Entities. Customer and each Commonly Controlled Entity acknowledges that it is responsible for determining any limitations on access to its Accounts by its officers, employees, or other designated representatives.

d. Where Bank permits linkage between Commonly Controlled Entity accounts, Customer and each of the Commonly Controlled Entities hereby jointly and severally direct Bank and authorize it: (a) to provide complete access by Customer to Commonly Controlled Entities' Account(s), and (b) to recognize, accept and effectuate all transactions initiated through the Services available under this Booklet by Customer, with respect to Commonly Controlled Entities' 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 the provisions of the agreement between Customer and its Commonly Controlled Entities respecting such banking or other matters, nor any of their respective duties thereunder, it being understood that recitation of the said agreement herein is for reference purposes only.

e. By executing the Enrollment Form and agreeing to the terms and conditions contained in the Booklet, Customer and each Commonly Controlled Entity represents and warrants to Bank that (i) it has fully advised the appropriate owners, officers, and other personnel of Customer and each Commonly Controlled Entity regarding the terms hereof, including with respect to, among other things, terms and conditions relating to Customer's rights and obligations with respect to Account linkage matters and with respect to the Commonly Controlled Entity's joint and several obligations hereunder relating to such transactions; (ii) Customer and each Commonly Controlled Entity fully agrees to be bound by the terms hereof in respect of its Accounts, including with respect to, among other things, the charging of fees to its Accounts as described in this Booklet; (iii) Customer and each Commonly Controlled Entity hereby assume all obligations and risks pursuant to the terms of this Booklet with respect to transactions affecting Customer and each Commonly Controlled Entity's Accounts. Bank shall have no responsibility with respect to the application of funds pursuant to transactions under this Booklet and Bank's obligations with respect to such funds and Account linkage matters shall be limited strictly and specifically to those expressly set forth herein.

f. Monthly maintenance fees for use of the Services shall be charged to Customer's Account. All transaction fees and charges incurred for specific transactions and Services by Commonly Controlled Entities executed using the Services shall be charged to the applicable designated Account of the applicable Commonly Controlled Entity.

g. A Commonly Controlled Entity may withdraw the authority granted under this Booklet for Customer's authorized representative to act on behalf of such Commonly Controlled Entity hereunder and under one or more Service Sections by providing notice of such withdrawal of authority to Bank as provided herein, but such notice shall not be effective until five (5) Business Days after receipt and written acknowledgment of such receipt, by Bank, or such earlier time as Bank may effectuate such withdrawal of authority. Customer and Bank agree that in the event of withdrawal of the authority granted herein by a Commonly Controlled Entity, Customer and Bank shall terminate this Booklet and all applicable Service Sections (collectively "**Service Sections**") in accordance with the termination provisions of the Service Sections.

The delivery of notices, documents and correspondence to Customer in connection with this Booklet and each Service Section shall be deemed to be delivery to each Commonly Controlled Entity.

3. Deposit Account Terms and Conditions.

Customer acknowledges and agrees that Customer's demand deposit accounts maintained with Bank (individually "**Account**," collectively "**Accounts**") are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Booklet are subject to the terms and conditions of the rules, regulations and agreements ("**Terms and Conditions**") governing accounts in effect from time to time between Customer and Bank including without limitation, the arbitration provisions. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Booklet shall control over any inconsistent terms and conditions of the

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Deposit Account Agreement. Customer acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Customer's demand deposit account required by Bank. If Customer has not signed the foregoing forms required by Bank, by signing the Enrollment Form, Customer acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Customer's account. Customer also agrees to establish all accounts that must be opened in conjunction with the Service provided by Bank.

4. Required Deposit Balance.

Bank offers Treasury Management Services under the Service Sections only in association with one or more deposit accounts maintained by Customer at Bank. If required by Bank, Customer agrees to maintain the minimum collected balance ("**Required Deposit Balance**") in the amount and in the account specified in the Service terms and conditions of the specific Services selected and designated by Customer and the set of detailed instructions referred to as the "Operating Instructions," establishing the procedures and operating instructions governing the Service.

5. Services Requested by Customer.

Bank shall perform the Services selected by Customer in accordance with the Service terms and conditions contained herein and the Operating Instructions governing the selected Service. "Operating Instructions" shall mean any information provided by Bank to Customer and any information provided by Customer to Bank giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Booklet, are made a part hereof. Some of the Services require Customer to complete and provide to Bank information or documentation in, or as part of the Booklet, Enrollment Form, Schedules, Addenda, Operating Instructions, input forms or other documents required in connection with these Services. Customer's use or continued use of each of such Services will be conditioned on and subject to Customer entering into, or completing and providing to Bank, the foregoing when Bank so requests. Use of a Service under a preceding agreement for such Treasury Management Service will constitute affirmation that Customer agrees to and is bound by the terms and conditions of this Booklet and the applicable Service terms and conditions and not the preceding agreement.

Bank, in its sole discretion, may not permit Customer to use the Service(s) until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service(s), and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service(s). In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

6. Effective Date.

The effective date of this Booklet shall be the date upon which the Enrollment Form is executed by Customer and accepted by Bank. Once the Customer has signed the Enrollment Form, the Customer may request the Bank to provide Services which are provided for in this Booklet. Customer may begin to use any such Service once Bank has approved such use and has received all required properly executed forms. Bank shall have no obligation to deliver or render the Service(s) until Bank has approved such use and received all required and properly executed forms. The effective date of the terms of a Service contemplated in Part II of this Booklet shall be the date upon which Bank approves Customer's use of the Service or the date on which Customer uses the Service.

7. Data and Information Supplied by Customer.

Customer shall transmit or deliver data and other information in the format and on the media as provided for in each Service Section terms and conditions contained herein and the Operating Instructions or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by Customer. Customer shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees 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 the Customer. The data transmitted by Customer must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to Customer 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

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Customer's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the Operating Instructions.

8. Update Notice.

Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within five (5) Business Days of the change. Customer shall provide any additional information requested by Bank within five (5) days of such request.

9. Security Procedures.

Bank shall provide Customer with one or more User ID(s) and/or passwords (collectively, a "**Access Code**") to access certain Services. The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service ("**Security Procedure**"). 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 Security Procedures 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 Security Procedures. Providing these Security Procedures to another person effectively constitutes a grant of authority to access your Accounts.**

a. You agree to comply with the Security Procedures and any other procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, Access Code, Password, User ID, personal identification number, user identification technology, token, certificate, layered security, software 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 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 Booklet 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 transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

b. You agree to appoint and designate, in the Enrollment Form, 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, e-mail and/or other delivery service selected by Bank at Bank's option, with a User ID and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. 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 Booklet.

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c. 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 your authorized representative(s). 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 ID), 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.

d. 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.

e. 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.

10. Physical and Electronic Security.

a. Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is 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 or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's 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. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

b. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its User(s), agents, and employees shall 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. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

c. In the event of a breach of the Security Procedure, Customer agrees 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 Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

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11. Hardware and Software.

Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Service and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. Bank is not responsible for, and Customer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. In addition to installing antivirus software, Customer hereby agrees to scan its computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Services, Customer shall only use the hardware approved in advance by Bank and shall only use such software as is approved in advance by Bank.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), and (b) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Services (everything in this clause (c) collectively, the "**Documentation**") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

12. Internet Disclaimer.

For any Service described herein 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 Customer's 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, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

13. Service Limits.

Customer agrees that Bank may establish limits or restrictions on Services provided in this Booklet and that Bank may amend those limits without notice. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Bank deems necessary. Customer agrees to abide by and honor the limits or restrictions established by Bank. Customer also agrees that Bank shall have no liability to Customer for refusal to process any transaction or to act on any request by Customer that exceeds the limit or restriction, or if the Customer has insufficient available funds to effect any transactions.

14. Financial Information and Audit.

Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by Bank. Customer agrees to provide the requested financial information within a reasonable period of time upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Booklet and the Services. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with the terms of this Booklet, applicable laws and regulations, and the NACHA Rules and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, compliance with

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the NACHA Rules and this Booklet, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates the Service terms and conditions or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service and this Booklet according to the provisions hereof.

15. Changes and Modifications.

Bank may amend, add to, modify or delete the terms or replace this Booklet in its entirety at any time, in its sole discretion, by giving written notice to Customer. Notwithstanding the foregoing, Bank may amend the Schedule of Fees at any time, in its sole discretion with or without notice. In the event performance of the Service provided herein in accordance with the terms of this Booklet would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Booklet, then this Booklet shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. Any practices or course of dealings between Bank and the Customer, or any procedures or operational alternatives used by them, shall not constitute a modification of this Booklet, nor shall they be construed as an amendment to this Booklet.

Further, we may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

16. Deadlines.

Customer shall deliver or transmit all data or information to Bank by the deadline(s) specified in the Service terms and conditions 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.

17. Customer's Duty to Inspect.

Bank will provide notice of receipts of deposits to Customer's Accounts with Bank on Customer's periodic Account statement. If Customer uses Bank's information/balance reporting services, Customer can also receive notice through various reports or terminal printouts. Customer shall inspect all reports, journals, and other material evidencing the output of the Service(s) performed by Bank. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. Customer must report all errors to the Bank for Services performed and reported to Customer daily by the close of business on the Banking Day following the day on which the report, journal or other material evidencing the output of the Services is rendered. Customer must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of Customer to promptly report errors within such specified time shall preclude Customer from asserting the error, discrepancy or any loss caused by the error against the Bank.

Reporting Unauthorized Transactions. You should notify us immediately if you believe your User ID or Password has 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 Part I, Section 1.27 between 8:30 a.m. and 5:00 p.m., Monday through Friday Eastern Time (Standard or Daylight), during a Business Day, or write us at the address provided in Part I, Section 1.27.

18. Checks and Other MICR Documents.

Customer shall purchase all checks and other Magnetic Ink Character Recognition ("**MICR**") documents from vendors selected or approved by Bank. In the event that Customer selects its own vendor for checks or other MICR documents,

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Customer must submit sample documents to Bank for testing before the Service is rendered. Checks and other MICR documents must meet the standards and specifications selected by Bank in its own discretion. If Customer encodes the amount or other information on checks, deposits or other items in magnetic ink, Customer warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Bank shall have no liability for any loss, claim, action, or expenses, including reasonable attorneys' fees, arising out of such error.

19. Remotely Created Checks.

If Customer uses a Service wherein Customer creates or deposits a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, Customer warrants 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.

20. Payment for Services.

Customer agrees to pay Bank the charges for the services provided in connection with this Booklet, as may be set forth from time to time in the Business Products Pricing Guide.

Customer may contact the Treasury Management Department at by calling or emailing us, as set forth in Section 1.27 below, to obtain a current Schedule of Fees for the Services. All fees are subject to change from time to time by Bank, in Bank's sole discretion, with or without any notice other than the posting of the Schedule of Fees on our website at http://www.ucbi.com.

Customer authorizes Bank to deduct any charges for the services from any account Customer has with the Bank, even if such deductions cause an overdraft in the account. Should Customer fail or refuse to pay any charges under this Booklet, Customer agrees to pay all collection costs (including reasonable attorneys' fees) which may be incurred by Bank. Bank shall have the right to increase or decrease any charges imposed for the Services. Customer's use of the Service(s) after changes have been made shall constitute Customer's agreement to the same.

21. Taxes, Tariffs, Assessments, and Additional Fees and Costs.

In addition to the Service fees, Customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Booklet, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank), and any fees or charges provided for in the agreement between Bank and Customer with respect to the Account (the "Account Agreement"). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties

22. Security Interest.

To secure the payment and performance of Customer's obligations set forth herein pertaining to any Service(s), Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Customer to Bank under this Booklet or any other obligation of Customer to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

23. No Obligation to Lend Money.

Customer and Bank covenant and agree that nothing in this Booklet shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Customer even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions or the Operating Instructions make reference to a line of credit. Customer represents and warrants to Bank that it understands and acknowledges that this Booklet does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to Customer in providing the Services that are the subject of this Booklet. In the event that Bank shall perform a Service for Customer that creates an overdraft on the Customer's account(s) such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

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24. Stop Payment Orders.

Unless otherwise specified in the Service terms and conditions or Operating Instructions, 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 for other accounts in effect at that time.

25. Bank Shall Not Examine Items.

Customer acknowledges and agrees that Bank will not examine checks, drafts and other items issued by Customer or payable to Customer and received by Bank and processed in conjunction with the Service rendered by Bank. Therefore, legends and other instructions placed on items by Customer or other parties, such as, but not limited to, “not valid over $500,” “void after ninety (90) days,” “full accord and satisfaction,” shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, postdated checks, stale dated checks, number of required signatures on checks, or discrepancies between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Customer further acknowledges and agrees that Bank shall not be liable to Customer for any loss that Customer may suffer as the result of Bank's processing items containing such legends, instructions, irregularities or signature requirements.

26. Privacy and Confidentiality.

a. Privacy Policy. 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.

b. 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 Booklet and any applicable Service Section 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 Booklet and any applicable Service Section, 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 Booklet and any applicable Service Section 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 Booklet, 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 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 Booklet and any applicable Service Section 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 this Booklet.

27. Notices.

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Any notice or other communication required or permitted to be given under this Booklet to Customer may be delivered or sent by U.S. Mail or private courier to the address provided for on the Enrollment Form for Customer, by electronic delivery to the e-mail address on file for Customer, or any other method allowed by law, and unless otherwise provided herein, such notices shall be deemed given to Customer when sent.

Any written notice or other communication required or permitted to be given under this Booklet to Bank may be delivered or sent by U.S. Mail to Bank at the following address:

United Community Bank
Attn: Treasury Management Department
P.O. Box 398
Blairsville, Georgia 30514

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notices to Bank shall be deemed given when received. In situations that do not require written notice, you may contact the Bank by telephone or email at:

Tel: (866) 270-6100
E-mail: ecorp@ucbi.com

28. Limitation of Liability.

Without limitation on any similar provisions set forth in the terms and conditions for each Service, Customer agrees:

a. THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE EVEN IF CUSTOMER, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO CUSTOMER UNDER THIS BOOKLET SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE FOREGOING, BANK SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF CUSTOMER OR CUSTOMER'S AGENTS OR OF ANY THIRD PARTY, INCLUDING BANK'S VENDOR, ANY FEDERAL RESERVE BANK, ANY COURIER SERVICE, THE NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION ("**NACHA**"), ANY TRANSMISSION OR COMMUNICATIONS FACILITY, OR ANY OTHER THIRD PARTY INVOLVED WITH THE SERVICE. NO SUCH THIRD PARTY SHALL BE DEEMED BANK'S AGENT. SUBJECT TO THE LIMITATIONS IN THIS BOOKLET AND UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY DAMAGES OR OTHER COMPENSATION DUE CUSTOMER IN CONNECTION WITH THIS BOOKLET OR THE SERVICE SHALL BE LIMITED TO THE LESSER OF: (A) CUSTOMER'S ACTUAL AND DIRECT DAMAGES, (B) THE AMOUNT OF THE TRANSACTION TO WHICH THE ERROR, OMISSION, OR OTHER DISCREPANCY RELATES, OR (C) THE AMOUNT OF FEES RECEIVED BY BANK UNDER THIS BOOKLET FOR THE SERVICE FOR WHICH THE CLAIM IS MADE DURING THE SIX (6) MONTH PERIOD 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.

c. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES SHALL BE AT CUSTOMER'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

d. EXCEPT AS EXPRESSLY SET FORTH IN THIS BOOKLET, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER 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. CUSTOMER AGREES 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 BOOKLET OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

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e. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CUSTOMER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S 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 CUSTOMER USES, 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.

f. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S 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 CUSTOMER IN CONNECTION WITH THIS BOOKLET, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

g. WITHOUT LIMITATION ON THE FOREGOING, CUSTOMER AND NOT BANK, WILL BE RESPONSIBLE FOR ALL CLAIMS OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING OUT OF THIS BOOKLET, INCLUDING ALL LOSSES AND EXPENSES INCURRED BY BANK ARISING OUT OF CUSTOMER'S FAILURE TO REPORT REQUIRED CHANGES, TRANSMISSION OF INCORRECT DATA TO BANK, OR FAILURE TO MAINTAIN COMPLIANCE WITH THE LAWS, REGULATIONS AND RULES. WITHOUT LIMITING OR SUPERSEDING ANY LIMITATION OF LIABILITY PROVISIONS IN THE TERMS AND CONDITIONS GOVERNING EACH SERVICE, AND EXCEPT FOR THOSE LOSSES CAUSED DIRECTLY BY BANK'S GROSS NEGLIGENCE OR TO ACT IN GOOD FAITH, CUSTOMER AND NOT BANK, SHALL BE RESPONSIBLE FOR ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES ARISING FROM OR RELATED IN ANY WAY TO (I) ANY SERVICES PERFORMED IN CONNECTION WITH THIS BOOKLET, (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 CUSTOMER OR AUTHORIZED USER, (III) CUSTOMER'S BREACH OF ANY OF CUSTOMER'S COVENANTS, AGREEMENTS, RESPONSIBILITIES, REPRESENTATIONS OR WARRANTIES UNDER THIS BOOKLET, AND/OR (IV) CUSTOMER'S BREACH OF APPLICABLE LAWS, RULES OR REGULATIONS.

IN THE PERFORMANCE OF THE SERVICE, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION PROVIDED BY CUSTOMER, IRRESPECTIVE OF THE ACCURACY OR COMPLETENESS THEREOF, AND MAY RELY ON THE TERMS AND CONDITIONS OF THIS BOOKLET. BANK SHALL NOT BE RESPONSIBLE FOR PERFORMING ANY SERVICE NOT EXPRESSLY CONTRACTED FOR IN WRITTEN AGREEMENT WITH BANK.

BANK SHALL NOT BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF TRANSFEREE INSTITUTIONS AND THEIR PERSONNEL WHO ARE NOT AGENTS OF BANK. BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM CUSTOMER) OR THOSE OF ANY OTHER PERSON AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT.

CUSTOMER HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS, UNAUTHORIZED INTRUSION OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL, THE INTERNET OR THE CUSTOMER EQUIPMENT.

IN THE EVENT OF ANY LOSS SUSTAINED BY CUSTOMER WHICH IS NOT OTHERWISE EXCLUDED FROM LIABILITY AND ARISES OUT OF ANY MISDIRECTED OR UNAUTHORIZED PAYMENTS OR TRANSFERS RESULTING FROM EITHER GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY BANK, BANK'S LIABILITY SHALL BE LIMITED TO THE RETURN OF THE IMPROPERLY REMOVED OR TRANSFERRED FUNDS TO THE DESIGNATED ACCOUNT FROM WHICH THEY WERE REMOVED TOGETHER WITH INTEREST THEREON IN AN AMOUNT EQUAL TO THE INTEREST WHICH COULD OTHERWISE HAVE BEEN EARNED ON THE FUNDS MADE UNAVAILABLE TO CUSTOMER COMPUTED ON A DAILY BASIS AT THE FEDERAL FUNDS RATE IN EFFECT AT THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH CUSTOMER MAY ASSERT,

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INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS PURSUANT TO THIS PART I.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

29. Bank's Obligation; Attorneys' Fees.

Bank agrees to use ordinary care in rendering Services under this Booklet and any applicable Service(s) provided in accordance with the Service Section(s). 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 Booklet and any applicable Service Section or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Booklet and any applicable Service Section. 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 forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

a. Access. We will not be liable under this Booklet 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.

b. 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 (Netscape Navigator®, Microsoft Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Service.

c. Any Transaction or instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) 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; (vi) is not in accordance with any other requirement stated in this Booklet and any applicable Service Section or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

30. Compliance with Laws, Rules, and Regulations.

Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees 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, 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.

31. Prohibited Transactions.

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Customer agrees not to use or attempt to use any Service (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 Customer is bound, (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Booklet. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Booklet; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Booklet.

32. Relationship of Parties.

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

33. 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 Booklet 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 Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

34. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to Customer or by adjustment of the aggregate ledger and collected balances of Customer's Accounts.

35. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Booklet, Customer and any Commonly Controlled Entity ("Indemnifying Parties") agree to defend, indemnify and hold harmless Bank, and its officers, directors, agents and employees ("Indemnified Parties") from and against any actions, causes of actions, suits, claims, damages, losses, liabilities or expenses (including attorneys' fees and costs) arising from or in any way related to (a) the acts or omissions of Indemnifying Parties or their employees or agents including negligence, willful misconduct or breach of any warranty or failure to comply with this Booklet; (b) any misuse of the Service by Indemnifying Parties, or their employees or agents; (c) the failure of Indemnifying Parties or their agents or employees to comply with applicable state and federal laws and regulations; (d) actions by third parties, such as an introduction of a virus, that delay, alter or corrupt the transmission of information to Bank; (e) Indemnifying Parties' breach of any of covenants, obligations, responsibilities, agreements, representations or warranties under this Booklet or any other agreement between Customer and Bank; (f) all claims of any sort by third parties or others arising from or in any way related to this Booklet, including all losses and expenses incurred by Bank arising out of Indemnifying Parties' failure to report required changes, transmission of incorrect data to Bank, or breach of any applicable laws, rules or regulations; (g) 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 Customer or Authorized User; (h) Indemnifying Parties' failure to keep any Security Procedures or Security Devices confidential and secure; and (i) any Services performed in connection with this Booklet except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith.

36. Termination.

Customer and Bank have the right to terminate this Booklet or any Service without cause upon thirty (30) days advanced written notice to either party. Such notice sent by Customer to Bank shall be sent to the address described in subsection 1.27 contained herein. Such notice by Bank to Customer may be sent to the address provided on the Enrollment Form or as provided for in subsection 1.27. Such termination shall not be effective until it is actually received and acknowledged by Bank. Since the service cancellation request can take several days to process, Customer should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Bank of its desire to terminate the Service. Bank will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers or transactions made due to the lack of proper notification by Customer of the Service termination or discontinuance for any reason. Bank reserves the right to terminate or suspend Customer's use of the Service in whole or in part at any time with

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or without notice. Upon termination, Customer shall return all software, hardware, storage media, procedures manuals, and all other property of the Bank. In the event of termination or suspension by the Bank or by the Customer, the Customer shall remain liable for all charges incurred through the date of termination. All substantive and procedural provisions hereof relative to liabilities of the parties shall survive any termination of this Booklet.

Notwithstanding the foregoing, Bank may terminate this Booklet and the Services immediately by giving written notice to Customer if: (a) Customer ceases to conduct business in the ordinary sense, (b) Customer fails to perform or comply with any of the terms or conditions of this Booklet or the Service terms and conditions contained herein, or defaults under any other agreement between the Bank and Customer, (c) if any proceeding for voluntary or involuntary bankruptcy, insolvency, or similar proceedings is commenced by or against Customer.

37. Suspension of Services.

Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend any Service, in whole or in part, at Bank's sole discretion and with or without notice to Customer.

38. Arbitration and Waiver of Jury Trial.

WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, CUSTOMER AND BANK EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS BOOKLET 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 BOOKLET OR ANY SERVICE SECTION, 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 PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALLY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. 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; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS BOOKLET OR ANY SERVICE AGREEMENT. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN BLAIRSVILLE, GEORGIA, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

39. Governing Law.

The rights and obligations of the parties to this Booklet shall be governed by the law of the State of Georgia.

40. Services Offered as Security Procedures.

Bank has offered Customer each of the Services set forth in this Booklet. To the extent Customer does not select the Positive Pay Service, the ACH Debit Block/Filter Service and/or the Account Reconciliation Service ("Fraud Detection Services") in the Enrollment Form, Customer is rejecting a Security Procedure offered by the Bank. Each of the Fraud Detection Services are intended to help identify and limit fraud or other unauthorized transactions against your account and you agree that such Fraud Detection Services are commercially reasonable security procedures offered by the Bank. To the extent you (i) refuse these Fraud Detection Services (ii) fail to select such Service in the Enrollment Form or (iii) cancel or cease using any Fraud Detection Services, you agree to indemnify and hold the Bank harmless for any fraudulent or unauthorized transactions which could have been prevented or mitigated by your use of the Fraud Detection

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Services offered. You understand and acknowledge that the pricing and requirements of the Fraud Detection Services have been provided to you through this Booklet, the Fee Schedule, Enrollment Form and/or Operating Instructions.

41. Miscellaneous Provisions.

a. Headings. The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Booklet or its interpretation, construction, or meaning.

b. Severability. The holding of any provision of this Booklet as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Booklet, which shall remain in full force and effect.

c. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Customer 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.

d. Binding Effect. This Booklet shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

e. Incorporation by Reference. All Schedules referenced in this Booklet, the Enrollment Form and any online screen instructions (including the Services and their respective Operating Instructions), as amended from time to time pursuant to the provisions hereof, shall be deemed incorporated herein by reference thereto and shall become a part of this Booklet as if fully set forth herein.

f. Entire Agreement. This Booklet 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 Booklet.

g. Transfers and Assignments. Customer cannot transfer or assign any rights or obligations under this Booklet without Bank's written consent. Bank may assign its rights and delegate its duties under this Booklet to a company affiliated with Bank or to a third party.

h. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Booklet, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

i. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Booklet shall be and remain Bank’s property. Bank may, at its sole discretion, make available such information upon Customer’s request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

j. Recording and use of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Booklet may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

k. Construction. This Booklet is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Booklet, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

l. Use of Trademarks. Customer may not use Bank’s name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank’s name, trademarks or promotional materials, Customer will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Customer’s goods or services.

m. 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 this Booklet.

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

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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 Section 1.27 above.

n. Hours of Operation. Our representatives are available to assist you from the hours of 8:30 a.m. to 5:00 p.m. Eastern Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 1.27 above.

o. Ownership of Website. The content, information and offers on our website are copyrighted by us 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 Booklet, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's Online Banking Services sites are the trademarks, service marks or logos of Bank, or others as indicated.

p. Web-linking Practices. Bank may provide access to information, products or services offered on other third party web sites. Bank is not responsible for, nor does control, the content, products, or serviced provided by linked sites. Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and Bank 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.

q. Geographic Restrictions. The Services described in this Booklet, the Enrollment Form, and any other agreement 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.

II. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SERVICES

1. ONLINE SERVICE

This Section One governs Customer's use of the Online Service.

1.1. Definitions. The following terms and definitions apply when used in this Booklet.

"Account" or "Accounts" means one or more checking, savings, money market deposit, certificate of deposit accounts, or loan account that you have with us for commercial use.

"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.

"Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with Online Banking Services.

"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 Service is made available to you pursuant to a License Agreement with a third-party vendor. Before using the Bill Payment Service, you must accept third-party's Terms and Conditions. Your use of the Bill Payment Service warrants your agreement to be bound by third-party's Terms and Conditions.

"**Bill Payment**" or "**Payment**" means the remittance of funds, initiated through Online Banking Services, from a Bill Payment Account to a Payee.

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"**Banking Day(s)**" as used through this Booklet means the part of a day on which the Bank is open to the public for carrying on substantially all of its banking functions.

"**Business Day(s**)" as used through this Booklet means 8:30 a.m. to 5:00 p.m. Monday through Friday, Eastern Time (Standard or Daylight). Federal Holidays are not included. Federal Holidays are listed on the Federal Reserve's website at http://www.frbservices.org/holidayschedules/index.html.

As set forth herein, some online transaction deadlines may vary from this definition.

"Commercial Online Banking Service," "Online Banking Services," "Online Service," or "Service" means the service(s) described in this Part II Section One.

"Deposit Account Agreement" has the meaning provided in Part I, Section 1.3.

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

"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 Online Banking Services.

"Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

"**PC**" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

"**Transfer**" means a transfer of funds, initiated through Online Banking Services, from one eligible account to another.

"**Transfer Day**" means Monday - Friday, to 6:00 p.m. Eastern Time (Standard or Daylight). Federal Holidays are not included.

"**User Guide"** means the document(s) provided by Bank to Customer in conjunction with a specific Service selected by Customer that further defines the Service or any requirements related to the Service.

Other definitions may be set forth elsewhere in this Booklet.

1.2. Setup and Use of Online Banking Services.

a. Eligibility. You must have at least one eligible deposit or loan account with us. "Eligible Accounts" include the following, all of which are internal (same bank) accounts:

   1. Checking (Demand Deposit) Accounts
   2. Savings Accounts
   3. Money Market Accounts
   4. Loans
   5. Certificates of Deposit

   If you have more than one Account or other relationship with us, we will "link" the relationships together unless you request certain accounts not be linked. 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.

b. Access. You must designate a User ID and Password which will be required to gain access to the Service. Prior to your first use of Online Banking Services, the Bank will assign you a User ID and Password (the User ID and Password collectively are referred to as the "**Access Codes**"), required to gain access to Online Banking Services The Online Banking Services system will ask you to change your Password the first time that you use the system.

1.3. Security Procedure.

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

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Codes to another person effectively constitutes a grant of authority to access your accounts. Further, Customer must enter a randomly generated code to process all ACH credit transactions and all wire transfers (domestic and international).

1.4. Access.

Services are generally accessible twenty-four (24) hours a day, seven (7) 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 Booklet or any applicable Service Section 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. You agree to gain access to Online Banking Service and to use the Services in accordance with the instructions provided to you by us (the "**Instructions**"). The Bank may change the terms and conditions of this Booklet or any applicable Service Section 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 Part 1, Section 1.15. Use of Online Banking Services after the effective date of such changes will constitute your consent to the changes.

1.5. Online Banking Services Access.

1.5.1. Products and Services Offered.

Business customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Obtain Account balances. Your account balance is generally current as of 8:30 a.m. Eastern Time (Standard or Daylight) 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.
3. Review recent transactions on your Accounts.
4. View copies of Checks drawn on your Account.
5. Transfer money to make loan payments.
6. Access various reports regarding your account information in various formats.
7. Issue Stop Payment Orders on checks drawn on Bank.
8. Use Bill Payment Services.
9. Use Positive Pay Services.
10. Originate ACH entries.
11. Submit Wire Transfers.
12. Mobile Banking Service.
13. Mobile Remote Deposit Service.
14. View eStatements & notices.

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

1.5.2. Additional Services.

Additional services may be included in an update to this Booklet or in other separate agreements to notify you of the existence of any new services available through Online Banking Services. Information about new services may be obtained from our website at http://www.ucbi.com. Not all of the products or services described on the Bank's website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Booklet or separate agreements covering these services.

1.5.3. Restrictions; Limits.

In most cases you may use Online Banking Services 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 Online Banking Services account access, restrict Online Banking Services account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

1.5.4. Vendor.

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You acknowledge and agree that the Service is 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.

1.6. Additional Information about the Services.

1.6.1. Account Access.

Transfers from your Account will be deducted on the date you instruct us to process Transfers. 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.

1.6.2. Processing Fund Transfers.

We can process a Transfer until 6:00 p.m. Eastern Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any transfers you make or authorize to be made. If we complete a 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 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, we may refuse to make the Transfer or we may make the Transfer and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("**NSF**") charges that may apply.

1.6.3. Cancelling Transfers.

Transfers are usually processed immediately (unless designated as recurring or future-dated) and, thus, may not be cancelled. For recurring or future-dated Transfers, you may cancel a Transfer transaction. However, to do so, you must cancel prior to 8:00 a.m. on the Transfer Day the transaction is scheduled to be processed. If you do not cancel a transaction before that time, we may process the transaction.

1.6.4. 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 monthly statement period. 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 monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

1.6.5. E-Mails.

The Bank may 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 Customer Care (see Part I, Section 1.27). 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.

1.6.6. 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 Online Banking Services on the same Business Day as an Online Banking Services transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking Services transfer to be made, then

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the electronic funds transfer will have priority and the Online Banking Services transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

1.6.7. Stop Payment Orders.

Unless otherwise specified in any applicable Service Section or Operating Instructions, 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. Customer acknowledges that Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by Customer. Any Stop Payment Request for ACH debits must be placed in person or by contacting Customer Care. If Customer has elected to issue stop payment orders via Online Banking Services, the following provisions shall apply:

1.6.7.1. You have requested us to provide Stop Payment Services under Online Banking Services 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.

1.6.7.2. 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.

1.6.7.3. 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.

1.6.7.4. Stop Payment Requests that we receive prior to 5:00 p.m. Eastern Time (Standard or Daylight), on a 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.

1.6.7.5. 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 Online Banking Services 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.

1.6.7.6. 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.

1.6.7.7. 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.

1.7. Bill Payment Service.

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1.7.1. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. You may be required separately to enroll in the Bill Payment Service. 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.

1.7.2. 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 3:00 p.m. Eastern Time (Standard or Daylight). Changes to scheduled Payments must be made before 8:00 a.m. Eastern Time (Standard or Daylight) the Business Day before the day it is to be initiated. Bank may, in its sole discretion, accelerate the effective time of any scheduled Payments or change requests. If the transaction is no longer showing a “Scheduled Payments” status, then the Payment cannot be modified or deleted. 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 (whether we make these Payments electronically or by check) on: (a) the Business Day we process the Bill Pay request, if you schedule a Payment for processing the same Business Day as the day of receipt by us of that request; and (b) the Business Day immediately preceding the date you schedule a Payment for processing, if the bill payment is future dated (that is, set by you for processing on a future date) If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the previous Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

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. The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date. Please allow three (3) to five (5) Business Days for electronic Payments to be processed and 7 to 10 days for paper checks to be delivered. 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. Bank may, in its sole discretion, establish maximum payment amounts and aggregate daily limits. 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. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee.

For all subsequent Payments, you agree to allow at least three (3) to five (5) 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. For scheduling purposes, the first Business Day after we receive your Bill Payment request should be counted as Day 1.

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. Bill Payments made by paper checks processed by nonaffiliated third parties may show as drawn on the third party processor or its bank rather than on you or on us. If your Bill Payment is sent by check and the check is not presented for payment within ninety (90) days, we may stop payment on the check. If we do so, we may delay crediting the check amount to your Account. You agree to reimburse us if the check is later cleared and payment occurs, notwithstanding our stop payment of the check.

1.7.3. 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

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Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed five (5) Business Days 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 5:00 p.m. Eastern Time (Standard or Daylight) 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 may 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.

1.7.4. If you do not schedule or process a Payment via the Bill Payment Service for any three (3) month period, we may terminate your Bill Payment Service. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future bill payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling us at the number provided in Part I, Section 1.27. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.

1.8. Mobile Banking Service. If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

1.8.1. Description of the Mobile Banking Service. Mobile Banking Service refers generally to any service allowing an existing Bank customer to access and view Accounts from a web-enabled mobile phone or device ("**Mobile Device**") whose network allows secure SSL traffic and supports WAP browsers. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit (or Remote Deposit) Service, remotely make deposits. In most cases you may use the Service 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 Service account access, restrict Service 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 these services may be provided by a 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.

1.8.2. Service Included.

- The Service is similar to Online Banking Service on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking Service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
- If you have signed up for our Online Banking Bill Pay Service, the Service allows you to pay bills to payees. A confirmation message and number will be displayed after the bill payment is complete. The payees must be set up through the Online Banking Service.
- If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Online Banking Service.
- If you have signed up for the Mobile Remote Deposit Service, you can transmit the image of a check to us for deposit to your Account.
- From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

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1.8.3. Eligibility/How To Register For Mobile Banking Service. To use the Service, you must have an open account at the Bank, register for Online Banking Services, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application ("**App**") or the browser on your Mobile Device. During this registration process, you will be required to provide your Online Banking Service identification credentials ("**Access Code**") that you must use each time you access the Service.

1.8.4. Security Procedure. In addition to other Security Procedures provided for in this Agreement, the use of the Access Code and your Mobile Device 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 using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. **You are responsible for safeguarding the Access Codes and your Mobile Device. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

1.8.5. Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

1.8.6. Physical and Electronic Security. Because the Mobile Banking Service is similar to Online Banking Service on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

1.8.7. Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate 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.

1.8.8. Processing Internal Fund Transfers. We can process a Transfer until 6:00 p.m. Eastern Time (Standard or Daylight) on a Transfer Day. If you initiate a Transfer after the cut-off time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. 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 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.

1.8.9. Cancelling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service and we must receive your instruction to cancel prior to the cut-off time on the Transfer Day or Business 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.

1.8.10. Transfers 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 monthly statement cycle without regard to whether the Transfers are made using your personal computer or Mobile Device. Each fund transfer through the Service from your

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savings or money market deposit account is counted as one of the six (6) transfers permitted each monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts. An excess withdrawal fee designated in our Schedule of Fees will be assessed each statement cycle that you exceed the six (6) allotted transactions.

1.8.11. Bill Payment Service and Transfers. If you have signed up for our Online Banking Bill Payment Service, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. You cannot use this Mobile Banking Service to set up new payees. You must use the Online Banking Bill Payment Service to set up new payees. 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. You may not schedule Payments or create a new Payee through this Mobile Banking Service. Please refer to your Online Banking Service Section of this Agreement for the procedures that must be followed to perform these functions. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit. Other than the functions previously described that must be performed through the Online Banking Service, Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Online Banking Service.

1.8.12. Confirmation Numbers. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

1.8.13. No Fees to Access Mobile Banking Service. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

1.8.14. Export Control and International Use. The United States controls the export of products and information containing encryption ("**Controlled Technology**"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("**EAR**"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

1.8.15. Proprietary Rights. Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

1.8.16. Your Mobile Device and Your Software. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services.

1.8.17. 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 any App on your Mobile Device or your mobile browser (Internet Explorer Mobile®, Safari®, Opera Mini™/Opera Mobile™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.

1.9. Mobile Remote Deposit Service.

1.9.1. If the Mobile Remote Deposit Service is offered by the Bank, selected as a Service by you on the Enrollment Form and you have been approved by the Bank to use the Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Bank's Mobile Deposit Service ("**Mobile Deposit Service**") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use

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Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that e-mail and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current e-mail address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

1.9.2. Mobile Deposit Service Description. The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("**images**") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service and be approved by the Bank.

1.9.3. Limits. We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

1.9.4. Provisional Credit and Funds Availability. Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.

1.9.5. Checks Deposited. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "**item**" within the meaning of Article 4 of the Uniform Commercial Code ("**UCC**") (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of you maintained at another financial institution, (c) are prohibited by Bank's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior express written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's express written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

1.9.6. Requirements. Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check and include (i) your signature, (ii) your account number and (iii) the following statement: "FOR MOBILE DEPOSIT ONLY AT UNITED COMMUNITY BANK."

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You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

1.9.1. Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before 6:00 p.m. Eastern Time or other cut-off time established by Bank from time to time (the "**Cut-Off Time**") on a Business Day that the Bank is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. Cut-off time information is available at http://www.ucbi.com or by calling the Bank as set forth in Part I, section 1.27. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

1.9.1. Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of thirty (30) calendar days from the date of the Image transmission (such period the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

1.9.1. Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

1.9.1. Returned Deposits. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

1.9.1. Your Warranties. You make the following warranties and representations with respect to each image:

- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- Image Quality. Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this

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Agreement;

- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Bank is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

1.10. Responsibilities.

1.10.1. Your Responsibility.

1.10.1.1 Deadlines. You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Booklet or any other applicable agreement or instruction. 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.

1.10.1.2 Use of Services. You will use the Services only for your own internal business use in accordance with the terms of this Booklet. 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**").

2. ACH ORIGINATION/THIRD PARTY SENDER SERVICE

This Section Two governs Customer's use of the ACH Origination Service.

Customer wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH pursuant to the terms and conditions contained herein and the NACHA Rules and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "**Rules**"), and Bank is willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries. This Section Two sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Services outlined herein ("**ACH Services**"). By using the ACH Service described in this Section Two, Customer accepts and agrees to all terms, conditions, and provisions and agrees that this Section Two sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Service outlined herein. In the event of inconsistency between a provision of this Section Two, the UCC, and/or the terms and conditions applicable to the deposit account, the provisions of this Section Two shall prevail. Except as otherwise provided in this Section Two, all of the provisions of this Booklet are applicable equally to Customer without regard as to whether Customer is an Originator or a Third Party Sender as those terms are defined in the Rules. Terms not otherwise defined in this Section Two shall have the meaning ascribed to those terms in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry.

2.1. Compliance with Rules and Laws. Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Booklet, and any amendments to these Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH transactions complies with U.S.

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law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("**OFAC**"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Customer with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of noncompliance by the Customer and the Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Customer provided in the following paragraphs of this Booklet in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of this Booklet in no way limit the requirement of complying with the Rules.

2.2. Credit Approval. In utilizing the Automated Clearing House Network in performance of this Agreement, Bank must make certain warranties on behalf of Customer. Specifically, Bank is charged with assuring the financial soundness of Customer to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Customer and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Customer as may be necessary from time to time. Bank may also assign Customer a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Customer each day ("**ACH Processing Limit**"). Customer acknowledges that the ACH Processing Limit is solely for the protection of Bank and its assets. Customer understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Customer or the Customer's designated representative.

2.3. Transmission of Entries by Customer. User(s) shall initiate the debit or credit Entries hereunder on behalf of and selected by Customer in the ACH Origination Services Application Form. Notwithstanding the designation of an Administrator by Customer, Bank shall be entitled to deem any person having knowledge of any Security Procedure, as defined herein and required to initiate Entries under this Section Two, to be a User. User(s) shall transmit or deliver Entries to Bank in computer readable form to the locations(s) specified by the Bank and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be delivered or transmitted to Bank's designated location not later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule indicated on the Enrollment Form. Upon transmittal, the Customer shall confirm with the Bank via Bank-approved written notice the name, amount, and number of transactions for each file. For the purposes of this Section Two, "**Settlement Date**" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Customer. Entries received after the cut-off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in Customer's account or the ACH Processing Limit set forth in "Selection of Standard Entry Class Codes, Purpose(s) & Requested Limits" section of the ACH Origination Services Application Form and approved by Bank. Bank may, in its sole discretion, limit or restrict the use of specific Standard Entry Class ("SEC") codes. Customer may not reinitiate Entries except as prescribed by the Rules. To use the ACH Services to initiate tax Entries, Customer must have enrolled in the Electronic Federal Tax Payment System (EFTPS) on Form 9779, agreed to the terms and condition of the Booklet, and have requested the Credit option. Compliance with all special requirements of the EFTPS system, including the generation of pre-notification entries before the first tax payment is sent, and the use of the CCD format with a TXP addenda record to generate tax payments is also required.

2.4. Third Party Service Providers. This Section 2.4 is not applicable to Customer if it is a Third Party Sender. Customer may be using special equipment, services or software provided by a third party to assist it in processing Files (sometimes also referred to as "batches") hereunder ("**Service Provider**"). Customer agrees not to use a Service Provider to transmit files to Bank without first entering into Bank's Third Party Service Provider Agreement. If Customer uses Service Provider to transmit Files to Bank and Customer and Service Provider have not entered into a Third Party Service Provider Agreement, Customer (a) agrees that Service Provider is acting as Customer's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("**Service Provider Agreement**"). All of Customer's obligations and responsibilities under this Agreement will apply to the Service Provider, and Customer's separate agreement with the Service Provider must so provide. At Bank's request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has

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not been designated as a User or if the Third Party Service Provider has not executed the Service Provider agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

2.5. Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of the Booklet, the Customer shall comply with the "Security Procedures" described in the Operating Instructions, and Customer acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH Entries.

2.6. Credit and Debit Entries; Records Retention. Customer, or if Customer is a Third Party Sender shall ensure that the Originator, shall obtain an authorization ("**Authorization Agreement**") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Customer and Customer, or if Customer is a Third Party Sender shall ensure that the Originator, shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the authorization within ten (10) days request by Bank to any affected Participating Depository Financial Institution, as defined in the Rules.

2.7. Processing, Transmittal and Settlement by Bank. Except as otherwise provided for in this Booklet and if Bank elects to accept Entries, Bank shall:

(a) (i) use commercially reasonable efforts to comply with the instructions of Customer, (ii) process Entries received from Customer to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the ACH processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("**On-Us Entry**"), Bank shall credit the Receiver's account in the amount of such credit Entry on the date ("**Effective Date**") contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section 2.4. Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer; and

(b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Customer from time to time; (ii) the Effective Date satisfies the criteria provided by Bank to Customer; and (iii) the ACH processor is open for business on such Business Day. Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer. Customer will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

2.8. Settlement for Credit Entries and Returned Debit Entries. Customer agrees to pay Bank for all credit Entries issued by Customer or User(s), or credit Entries otherwise made effective against Customer. Customer shall make payment at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine ("**Payment Date**"), and the amount of each On-Us Entry at such time on the Effective Entry Date of such credit Entry as Bank, in its discretion, may determine. Customer shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by Bank. Payment shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") designated in the Operating Instructions, as payment for credit Entries issued by Customer or returned or dishonored debit Entries. In the event that the Authorized Account(s) does not have sufficient available funds on the Payment Date, Bank is hereby authorized to charge any account maintained by Customer with Bank as payment for credit Entries issued by Customer or returned or dishonored debit Entries. Customer shall maintain sufficient collected funds in Customer's account(s) to settle for the credit Entries on the Payment Date. In the event that the Authorized Account or any other Customer account at Bank has collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may take any of the following actions:

(a) refuse to process the Entries or Bank may process the Entries, in which event Bank shall return the data relating to such credit Entries to Customer, whereupon Bank shall have no liability to Customer or to any third party as a result thereof; or

(b) Process that portion of the credit Entries as Customer has sufficient collected funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Customer, whereupon Bank shall have no liability to Customer or any third party as a result thereof; or

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(c) Process all credit Entries. In the event Bank elects to process credit Entries initiated by Customer and Customer has not maintained sufficient collected funds in the Authorized Account or any other Customer account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Customer shall be immediately due and payable by Customer to Bank without any further demand from Bank. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

(d) Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if the designated Authorized Account does not have sufficient balances to settle.

Bank requires that Customer pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH File; provided, however, that if Customer is using a direct-processing method for transmitting Files to the Bank (i.e., Secure File Transfer Protocol ("SFTP"), ACH Pass-Thru or other direct-processing method approved by Bank), then Bank requires Customer to pre-fund an Account maintained at Bank on the Settlement Date. Bank reserves the right, in its sole discretion, to make exceptions to the pre-funding requirement. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 4:00 p.m. Eastern Time (Standard or Daylight) one (1) Banking Days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

2.9. On-Us Entries. Except as provided in Section 2.11, Rejection of Entries, or in the case of an On-Us Entry, the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Date contained in such Entry, provided the requirements set forth in Section 2.8(b) (i), (ii), and (iii) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Date.

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

2.11. Cancellation or Amendment of Entry By Customer. Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must issue the cancellation or amendment in accordance with the Bank's Security Procedure and Bank shall use reasonable efforts to act on the request by Customer for cancellation of an Entry prior to transmitting it to the ACH processor or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. The Customer shall notify the Receiver of any reversing entry initiated to correct any entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing entry. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to 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 its acceptance of the cancellation or amendment.

2.12. Reversals of Entries.

2.12.1. General Procedure. Upon proper and timely request by Customer, the Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Date for the Entry or File to be reversed; and (ii) be accompanied by a Reversal/Cancellation Request form and comply with all of the Rules. In addition, if the Customer requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Authorized Account an amount equal to that Entry or File. The Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

2.12.2. No Liability: Reimbursement to the Bank. Under no circumstances shall the Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. Customer shall reimburse the Bank for any expenses, losses or damages it incurs in effecting or attempting to effect Customer's request for reversal of an Entry.

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2.13. Obligations of Third-Party Sender Under the Rules. This Section is applicable only if Customer is a Third Party Sender. Except for any Entry initiated by Third-Party Sender as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Booklet, for each and every Entry transmitted by Third-Party Sender to Bank, Third-Party Sender represents and warrants to Bank and agrees that Third-Party Sender shall: (i) perform all of the duties, including, but not limited to, the duty to identify Originators; (ii) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; (iv) make all of the representations; (v) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator; or a Third-Party Sender in accordance with the Rules; and (vi) conduct, or have conducted, an audit of its compliance with the Rules in accordance with Appendix Eight of the Rules.

Third Party Sender agrees and acknowledges that Bank does not maintain a separate contractual relationship with any of the Originators for which Third Party Sender intends to transmit Entries. Subject to Bank's right of approval, Third Party Sender may from time to time agree to process Entries for new Originators. The terms and conditions governing the relationship between the Third Party Sender and the Originator shall be governed by a separate agreement between Third Party Sender and the Originator. The agreement between the Third Party Sender and the Originator shall contain a provision wherein the Third Party Sender establishes an exposure limit for the Originator related to the dollar amount of entries that may be originated by the Originator across Multiple Settlement Dates. Bank reserves the right to terminate its agreement to process any Entries created for the benefit of any Originator unless and until such Originator enters into a separate contractual relationship with Bank on terms satisfactory to Bank. In the event Bank enters into a separate contractual relationship with any Originator for which Sender had been transmitting Entries, Third Party Sender will at such time be deemed a Third Party Service Provider for the purposes of this Agreement and the Rules.

2.14. Customer as Receiver. If Customer is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Customer by Bank, Customer acknowledges and agrees that Customer is obligated to Bank for the amount of the payment order and Bank is authorized to charge Customer's account(s) for any amount paid to Customer. If Bank credits Customer's account for an Entry or other funds transfer naming Customer as the Receiver, such credit Entry to Customer's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the Banking Day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Customer at an earlier time at Bank's option. Bank has no obligation to notify Customer of receipt of a funds transfer naming Customer as the Receiver even if payment for the funds transfer to Customer is made by credit to Customer's account or the payment order directs payment to an account. Demand by Customer for payment of a payment order for which Bank is obligated to pay Customer must be made in writing and delivered to Bank. Issuance of a check by Customer on the account to which payment was made shall not constitute notice under this section.

2.15. Error Detection. Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if the Customer discovers that any entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, Customer 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 result of the error or issuance of duplicate Entries.

2.16. Pre-Notification. Customer, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Customer receives notice that such pre-notification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Customer will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided

2.17. Notice of Reject and Returned Entries and Notifications Of Change. Bank shall notify Customer by e-mail, facsimile transmission mail, or other means of the receipt of a returned entry from the ACH Operator. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 2.4, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Section with respect to the original Entry. Customer shall notify the Receiver by phone or electronic transmission of receipt of each return entry no later than one Business Day after the Business Day of receiving such notification from Bank. Customer shall retain and

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provide the Bank, on request, all information necessary to remake any file of Entries for five (5) Business Days after the Settlement

In the event the Unauthorized Return Rate (as defined by the Rules) exceeds the rate based on the calculations noted in the Rules, Customer will share the data requested by the Bank and will immediately begin the process of bringing the rate to an acceptable level.

In the event the Administrative Returns Rate (as defined by the Rules) exceeds the level prescribed by the current edition of the NACHA Operating Rules for any two (2) calendar months or sixty (60) day period, Customer will share any data requested by the Bank based on the Rules. If it is determined that remediation is necessary the Customer will develop a plan to reduce that figure to under an acceptable level.

In the event that the Overall Return Rate (as defined by the Rules) is greater than the level prescribed by the current edition of the NACHA Operating Rules for any two (2) calendar months or sixty (60) day period, Customer will share any data requested by the Bank based on the Rules. If it is determined that remediation is necessary the Customer will develop a plan to reduce that figure to under an acceptable level.

Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Banking Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within the time period proscribed in the Rules or prior to initiating another Entry to the Receiver's account, whichever is later.

2.18. Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Customer's periodic statement issued by Bank with respect to the Authorized Account or any other Customer Account at Bank pursuant to the agreement between Bank and Customer. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement. If Customer fails to notify Bank of any discrepancy within thirty (30) days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within thirty (30) calendar days of receipt of such periodic statement, Customer shall be precluded from asserting any discrepancy against Bank.

2.19. Notice of Improper Entries. Bank shall provide Customer with a periodic statement reflecting the total of each File transmitted by Bank or credited to a Receiver's account maintained with Bank. The Customer shall examine the periodic statement and notify the Bank of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the periodic statement is made available to Customer. If the Customer fails to deliver such notice, the Customer may not assert against the Bank any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If the Customer fails to deliver notice to the Bank of any unauthorized or erroneous Entries within one (1) year from the Bank's issuance of any advice or statement reflecting such Entries, Customer is precluded from asserting that the Bank is not entitled to retain the principal amount of the unauthorized or erroneous debit of Customer's account(s).

2.20. Provisional Settlement. Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

2.21. Identification of Receiver. If Customer identifies the Receiver of the Entry by account number or identifying number, or by name and account number or identifying number, Customer acknowledges that payment of the proceeds of the Entry to the Receiver shall be made by the RDFI, or by Bank in case of an On-Us Entry, on the basis of the identifying or Bank account number even if it identifies a person different from the named Receiver. Customer is liable for and must settle with Bank for any Entry initiated by Customer that identifies the Receiver by account or identifying number or by name and account or identifying number.

2.22. Customer Representations and Warranties; Indemnity. With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are

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limited to those types of credit and debit Entries set forth in the Enrollment Form, (d) Customer shall perform its obligations under this Booklet in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (e) Customer shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and (f) Customer shall ensure that any and all non-public personal information provided by Customer to Bank shall be secure and will not be disclosed to any unauthorized person. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the entry. Customer shall defend, indemnify and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, suits, costs, claims, losses, damages, or expenses, including attorneys' fees and expenses, resulting from or arising out of (i) any breach of any of the agreements, representations, or warranties of Customer in this Section Two; or (ii) any act or omission of Customer or any other person acting on the Customer's behalf.

2.23. Additional Customer Warranties for Selected Standard Entry Classes. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Service Section. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer hereby indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

2.24. Delay or Failure to Transfer Funds. Bank shall not be liable to Customer or Receiver for any damages of any kind for any delay in payment, including special, consequential, punitive, or indirect loss or damage. Bank shall not be liable or responsible to Customer for any delay or failure to transfer any amount hereunder for any reason including but not limited to rules, regulations, or policies of the Federal Reserve Board which place an aggregate limit on the amount Bank can transfer from time to time during any Banking Day. In no event shall Bank be liable to Customer for attorneys' fees incurred by Customer in any action brought by Customer under this Booklet.

2.25. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for three (3) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Customer specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

2.26. Interest Calculations. Any interest payments due by either party pursuant to Article 4A of the Georgia UCC shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Authorized Account.

2.27. Customer as Receiver. If Customer is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Customer by Bank, Customer acknowledges and agrees that Customer is obligated to Bank for the amount of the payment order and Bank is authorized to charge Customer's account(s) for any amount paid to Customer. If Bank credits Customer's account for an Entry or other funds transfer naming Customer as the Receiver, such credit Entry to Customer's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the Banking Day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Customer at an earlier time at Bank's option. Bank has no obligation to notify Customer of receipt of a funds transfer naming Customer as the Receiver even if payment for the funds transfer to Customer is made by credit to Customer's account or the payment order directs payment to an account. Demand by Customer for payment of a payment order for which Bank is obligated to pay Customer must be made in writing and delivered to Bank at the location designated in Part I, Section 1.27. Issuance of a check by Customer on the account to which payment was made shall not constitute notice under this section.

2.28. Financial Information and Audit. Bank may from time to time request information from Customer in order to evaluate a continuation of the Service provided by Bank under this Section Two and/or adjustment of any limits set herein. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Section Booklet. Upon request by Bank, Customer hereby authorizes Bank to enter

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Customer's business premises for the purpose of ensuring that Customer is in compliance with this Booklet and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at Customer location related to information technology, the Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Booklet or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate any Service(s) provided under this Booklet according to the provisions hereof.

2.29. Third-Party Vendor Liability Limitation. Bank provides notice to Customer of the following: Bank has an obligation to indemnify, defend and hold harmless third-party vendor ("**Third Party**") from and against damages, liabilities, costs and expense incurred as a result of i) any errors caused or created by the ACH files received from any Originator; ii) any noncompliance by Bank, its Originators or its customers with the NACHA Rules or applicable federal or state laws or regulations; and iii) any action or omission of action by Bank, its Originators, and any other third party relating to the Service and service related activities, except to the extent caused by Third Party. Customer expressly agrees that Third Party shall not be liable to Customer or to any third party, including but not limited to Bank's Originators or customers, for any loss, damage, cost or expense arising from the use of any non-authorized transfer from Bank's account by any party which was originated by any party other than a Third Party employee or agent; failure or delay in making a requested transfer; erroneous transfers; liability by reason of insufficiency of funds in any account; and failure by any party other than Third Party employees and agents to comply with the NACHA Rules or applicable federal or state laws or regulations.

2.30. Payment for Services. Customer shall pay the Bank the charges for the services provided in connection with this Section Two, as set forth in the ACH Origination Services Fee Schedule. All fees and services are subject to change with or without notice at the sole discretion of the Bank. Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Bank and Customer with respect to the Account (the "Account Agreement"). Bank may charge the Authorized Account, as well as any other account of Customer with the Bank, for any charges or fees due to it. If Customer does not pay fees within thirty (30) days as provided herein, such failure shall constitute a breach of this Booklet and Bank may terminate any Service(s) provided under this Booklet as provided herein. Bank's election to terminate any Service(s) shall be in addition to other remedies available to Bank.

2.31. Same Day Entries. A Credit or Debit Entry with an Effective Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time shall be considered to be a Same Day Entry. Origination of Same Day Entries shall comply with the Rules and shall not exceed any dollar amount limitations set forth therein. In addition to any other fees that Customer is obligated to pay Bank, Customer hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Customer.

2.32. INTERNATIONAL ACH TRANSACTIONS ("IAT"). Customer shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, Customer agrees to comply with the Rules with regard to all IAT Entries.

3. WIRE TRANSFER OF FUNDS

This Section Three governs Customer's use of the Wire Transfer of Funds Service.

In accordance with procedures established from time to time between the Customer and the Bank, both parties agree that all "**Funds Transfers,**" as defined in Section 4A-104 of Article 4A of the UCC (hereafter cited as Sections thereof) will be processed in accordance with the terms and conditions listed below. This Section Three will not apply to transfers which are covered under Consumer Financial Protection Bureau Regulation E, and the Electronic Fund Transfer Act of 1978.

3.1. Procedures and Conditions.

3.1.1. Online Wire Transfers. Customer agrees to strictly follow all procedures and conditions established for the Online Service and initiation of any Payment Order as that term is defined in UCC Article 4A Section 4A-103(a)(1) ("**Wire Transfer**") via Online Service, which may be issued from time to time by Bank and any amendments thereto including, without limitation, all procedures and conditions set forth in this Booklet.

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Customer acknowledges and agrees that Customer has sole responsibility for the security of the Identification Codes, Passwords, Security Devices, Security Procedures utilized by the Administrator and all Users.

3.1.2. Oral or Written Wire Transfers. Issuance of a Wire Transfer by any means other than through the Online Service is a rejection by Customer of the Security Procedures offered by Bank to Customer and constitutes Customers selection of an alternate security procedure. Customer hereby expressly agrees to be bound by any Wire Transfer, whether or not authorized, issued in its name and accepted by Bank in compliance with the security procedure chosen by Customer. By executing the Enrollment Form, or in one or more resolutions acceptable to the Bank and certified by Customer, Customer designates those individuals set forth in the Enrollment Form (herein referred to as "**Customer's Authorized Representative(s)**") who shall be authorized to designate, in the Enrollment Form or other form acceptable to Bank, one or more "**Authorized Customer Agents**" as the sole representatives of Customer authorized to transmit and verify wire transfer instructions hereunder on behalf of Customer which are not issued via the Online Service, and shall indicate in the Enrollment Form the functions that each Authorized Customer Agent is authorized to conduct on behalf of Customer. Designation of Authorized Customer Agents may be altered or revoked from time to time upon written notice to the Bank from any Customer Authorized Representative, provided that the Bank may in its sole discretion act upon verbal notice of revocation which the Bank reasonably believes to be from any Customer Authorized Representative, which revocation shall later be confirmed in writing by a Customer Authorized Representative. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate wire transfer instructions under this Agreement to be an Authorized Customer Agent. In addition, Bank may rely on and accept Wire Transfers issued on behalf of Customer by any individuals authorized by Customer to sign checks on Customer accounts.

3.2. Authority to Transfer Funds. Customer authorizes Bank to accept or execute any Wire Transfer and charge the applicable Designated Account, without limitation as to amount, when such request is received via the Online Service in accordance with the Security Procedures. Customer acknowledges and agrees that such Wire Transfer will be conclusively presumed to be a proper transfer authorization by Customer; and that Bank shall have no responsibility for the accuracy, legitimacy or completeness of the data received from Customer.

Without limitation on the foregoing, Customer specifically authorizes Bank to do the following:

3.2.1. Transfer funds from a Customer account(s) with Bank to any other Customer account(s), whether such account(s) is/are with Bank or other institution(s); and

3.2.2. Transfer funds from a Customer account(s) with Bank to any account(s) of a third party, whether such third party account(s) is/are with Bank or other institution(s).

3.3. Execution and Acceptance of Wire Transfers. Bank is hereby authorized to honor, execute and accept each and every Wire Transfer received by it in the name of the Customer as sender and initiated by an Administrator or User via the Online Service. If Bank elects to accept a Wire Transfer issued by Customer, Bank shall use reasonable efforts to comply with the Wire Transfer in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Wire Transfer if Bank is not also the beneficiary's bank. Customer shall issue the Wire Transfer 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 Wire Transfers under this Booklet to be a User. Bank may, in all cases, rely on and accept Wire Transfers issued on behalf of Customer by any individual(s) authorized by Customer to sign checks on any of Customer's depository accounts with Bank.

3.4. Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of Part I of this Booklet, Customer shall comply with any additional "Security Procedures" required by Bank or as otherwise communicated to Customer, and Customer acknowledges and agrees that the Security Procedures, including any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Wire Transfers.

3.5. Settlement. The Bank is not obligated by this Booklet or this Section Three to honor, execute, or accept any Wire Transfer. If Bank elects to accept Wire Transfers issued by Customer, Customer agrees to settle for all Wire Transfers issued by Customer, Customer's Administrator(s) or User(s), or Wire Transfers otherwise made effective against Customer. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Customer in the Enrollment Form ("**Designated Account**") as settlement for Wire Transfers issued by Customer. Customer shall maintain sufficient collected funds in the Designated Account to settle for the Wire Transfer at the time that the Wire Transfer is issued. Bank may, in its sole discretion, transfer funds from the Designated Account in excess of the collected balance and thereby create an overdraft. In this event, Customer shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any

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interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Customer'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 Customer with Bank that are not designated as a Designated Account if Bank accepts the Wire Transfer and the Designated Account does not have sufficient balances to settle for the Wire Transfer. Bank may process Wire Transfers in any order convenient to Bank and Bank may charge items, including settlement for Wire Transfers, in any order or sequence selected by Bank.

3.6. Method of Issuance of Wire Transfers.

3.6.1. Issuance of Wire Transfers. Customer may issue Wire Transfer orally, electronically, or in writing. Wire Transfer may only be executed on Business Days which are Monday through Friday. Wire Transfer received before the cut-off time will be processed on the same Business Day. Wire Transfer 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. The Wire Transfer cut-off time is posted on our website at http://www.ucbi.com. Bank may, at its option, record electronically all telephonic instructions received by Bank from Customer without further notification and may retain such recordings for any period of time selected by Bank. Customer consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

3.6.2. Repetitive Instructions. Bank will transfer funds on a repetitive basis to other Customer accounts or third party accounts as described in written instructions to the Bank signed by an Administrator or Authorized Customer Agent as contained in the Enrollment Form. 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.

3.7. Errors in Wire Transfers. Customer agrees that Bank shall have no obligation to discover errors in Wire Transfers and shall not be liable to Customer for errors made by Customer, 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 Wire Transfer. Bank shall likewise have no duty to discover and shall not be liable for duplicate Wire Transfers issued by Customer. In the event that Customer makes an error or issues a duplicate Wire Transfer, Customer 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 wire transfer.

3.8. Use of Account Numbers. The Customer is notified, and hereby acknowledges, that in executing or otherwise acting on a Wire Transfer 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 Wire Transfer 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. Customer is liable for and must settle with Bank for any wire transfer initiated by Customer 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 Wire Transfer and the Customer shall be responsible for any inconsistencies. The Customer 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.

3.9. Amendments and Cancellations.

3.9.1. A Wire Transfer may be canceled by the Customer, 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 Wire Transfer.

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

3.9.3. Customer acknowledges and agrees that after a Wire Transfer 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 Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in

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good faith by Bank to approximate the costs and expenses (including attorneys' 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 Customer 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.

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

3.11. Use of Correspondents, Agents, and Systems.

3.11.1. The Customer agrees that in executing any Wire Transfer the Bank may make use of such correspondents, agents and Wire Transfer and communication systems as it deems necessary or desirable to execute such Wire Transfer. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer 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 Wire Transfer by such correspondents, agents and Wire Transfer 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 Wire Transfer and communication systems, all such risk being borne by the Customer.

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

3.12. Unauthorized Transactions and Other Errors. Bank and Customer may agree that Bank shall provide the Customer with advices describing each Wire Transfer paid or executed on behalf of the Customer. Such advices shall be mailed not later than the Business Day following the day of execution or payment to a beneficiary of a Wire Transfer or as determined by the Bank in its discretion. The Customer shall notify the Bank of any discrepancy between the Wire Transfer and the related wire transfer, or of any unauthorized transaction or other error on the next Business Day following receipt of any advice or within thirty (30) calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Designated Account, whichever is earlier, which time limits Customer agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally to Bank by Customer, it shall be confirmed promptly in writing by Customer. The Customer will be deemed to have received any advices and statements of account that are mailed by the Bank five (5) Business Days after such mailing. The Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Wire Transfer referenced in a statement of account for the Designated Account or in an individual advice, and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer 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. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

3.13. International Wire Orders. Subject to the terms and conditions of this Section, and subject to any instructions we provide, you may use the Service to make funds transfers denominated in U.S. dollars to beneficiaries located outside of the United States. Such fund transfers may be finally paid to the beneficiary either in the foreign currency of the country to which the funds are transferred, in U.S. dollars, or in other currency, according to our policies and procedures, the policies and procedures of the beneficiary's bank, and/or the policies and procedures of any intermediary banks participating in the transaction, subject to applicable exchange rates. You specifically agree that we may, in our discretion, prior to or upon execution of any international Wire Transfer submitted by you, convert the U.S. dollar amount to the

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currency of the destination country at our exchange rate in effect at the time of conversion. It is your responsibility to advise your beneficiary of the possibility and effect of currency conversions in the course of the execution of any Wire Transfer. If we make any refund of an international Wire Transfer to you, we will make such refund in the U.S. dollar amount of the transaction. You bear all risk of loss due to fluctuations in the rate of currency exchange. You hereby acknowledge and agree that any and all Wire Transfers issued by you under this Section Three are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act and/or Consumer Financial Protection Bureau Regulation E.

3.14. Furnishing Information. Upon request the Customer 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 Wire Transfers, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

3.15. Transactions with Banks. If the Customer is a bank (as defined in UCC 4A), and under applicable law the Customer is not deemed the originator of the order to which a Wire Transfer relates, the Customer 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 Customer had been an originator.

3.16. Interest. If Customer timely notifies the Bank of an erroneous or unauthorized Payment Order pursuant to Section 3.12, the Bank will pay Customer interest for the loss of the use of its funds in accordance with Georgia law as amended from time to time. The Bank shall assume no responsibility for lost interest with respect to the refundable amount of any unauthorized transfer or error unless the Bank is notified within thirty (30) calendar days of notification by the Bank of the acceptance of such transfer. (Section 4A-204).

4. REMOTE DEPOSIT

This Section Four governs Customer's use of the Remote Deposit, sometimes referred to as Remote Deposit Capture Service.

Bank offers the Remote Deposit Service under this Service Section only in association with one or more deposit accounts maintained by Customer at Bank.

4.1. General Description of Remote Deposit Service. Subject to the terms, provisions and conditions of this Booklet, Bank shall provide the Remote Deposit Service to Customer, which allows Customer to make deposits to Customer's deposit accounts listed set forth in the Enrollment Form (each such deposit account an "**Account**" and, collectively, the "**Accounts**") from Customer's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a "**Processor**"). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "**Image**" and, if more than one, "**Images**"), must read and capture the MICR line on each check and must read and capture all such other data and information as is required by this Booklet. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more Files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and all batched ACH (as herein defined) data and other required information (each such file a "**File**" and, if more than one, "**Files**") to Bank or Processor via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Booklet, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "**Deposit Agreement**") and this Service Section. In addition, or as an alternative to transmitting images of checks, Customer may use the desktop scanner to initiate electronic signals for paperless debit entries through Bank to accounts maintained either at Bank or in other depository financial institutions by means of the ACH. Customer and Bank agree that Bank may convert the Images to ACH entries on Customer's behalf. Customer hereby appoints Bank as Customer's agent for the specific purpose of making the determination and decision to convert the Images to ACH entries. Customer and Bank agree that Customer shall be and remain the Originator and Bank shall be the ODFI, as those terms are defined in the NACHA Rules. Customer understands and agrees that Customer must execute, and Bank must approve and accept, Bank's then current agreement pertaining to the provision of ACH services (such agreement the "**ACH Agreement**") before initiating ACH debit entries. Customer shall receive credit for ACH debit entries in accordance with the terms of the ACH Agreement. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of the Remote Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or

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any third party. Customer hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Section and that Customer will not use the same or similar services of any other party.

4.2 Hardware and Software. Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Remote Deposit Service and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. If Bank provides Customer with hardware for the Service, Customer hereby agrees to follow Bank's required maintenance standards and to reimburse Bank for any and all damage to the hardware provided to Customer, regardless of whether Customer caused such damage or not. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit Service. If Customer provides the Scanner, Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Remote Deposit Service and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. Bank is not responsible for, and Customer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank hereby advises Customer, and Customer hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Remote Deposit Service, Customer shall only use the hardware described in the hardware list provided by Bank to Customer (as the same may be amended or supplement, the "**Hardware List**") or such other hardware as is approved in advance by Bank and shall only use such software as is approved in advance by Bank. All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), (b)) the Remote Deposit Procedure Manual (defined below) and (c) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Remote Deposit Service (everything in this clause (c) together with the Remote Deposit Manual, collectively, the "**Documentation**") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

4.3 Checks Deposited. Customer hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). Customer agrees that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the UCC. Customer further agrees that it will not remotely deposit any check or other item that: (a) is payable to any person or entity other than Customer, (b) is drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, (c) are prohibited by Bank's then current procedures pertaining to the Remote Deposit Service (the "**Procedures**") or are in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) has not been previously endorsed by a bank and are either a "substitute check" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement document" that purport to be a substitute check, without Bank's prior express written consent, (f) is drawn on a financial institution that is located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, or (h) which is not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "**Prohibited Check**" and, collectively, "**Prohibited Checks**").

Customer may be required to maintain a reserve ("**Settlement Reserve**") of an amount to be solely determined by the Bank. Customer acknowledges and agrees that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of Customer's obligations under this Booklet. Customer's obligation to maintain a Settlement Reserve shall survive the termination of this Booklet, with such obligation lasting until all of Customer's obligations under this Booklet have been fully offset.

4.4 Scanning of Checks and Transmission of Files. Customer shall properly install and use all Software and Hardware required by this Service Section or otherwise required for, or related to, the use of the Remote Deposit Service. Customer shall (a) endorse each Check to be deposited, either manually or through the Bank's virtual endorsement option, in accordance with the Procedures (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check

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and (c) transmit the File containing the images of the MICR line from and all other required data and information from or pertaining to such Checks, and all batched ACH data and other information, to Bank or its Processor in accordance with the Operating Instructions and the Procedures, a copy of which Procedures have either heretofore been, or are herewith, provided to Customer by Bank, and Customer acknowledges receipt thereof. Bank reserves the right to amend the Procedures, with or without prior notice to Customer. Bank may also provide Customer with, or require Customer to establish, a User ID, a personal identification number ("**PIN**") and/or passwords and other procedures (collectively, "**Security Procedures**") to access the Remote Deposit Service. The specific Security Procedures will be described in either the Procedures or the Operating Instructions. Customer agrees to, at all times, (a) comply with the Security Procedures, (b) safeguard the confidentiality and security of the Security Procedures and all other proprietary property or information Bank provides to Customer in connection with the Remote Deposit Service and (c) notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached. Customer acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. Customer may send multiple Files to Bank or Processor throughout the day, not to exceed the number of Files specified in the Operating Instructions. The total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified in the Operating Instructions (the "**Deposit Limit**"). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. If Bank elects to accept a File that exceeds the Deposit Limit on one or more occasions, such acceptance by Bank shall not require Bank to accept Files that exceed the Deposit Limit on subsequent occasions. Customer agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified in the Operating Instructions (the "**Cut-Off Time**"). A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced in accordance with the Procedures or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

4.5 Maintenance and Destruction of Original Check. Customer shall stamp the original Check "Processed" before or during the process of scanning the Check in accordance with Section 4.4 of this Booklet. Customer shall securely store all original Checks for a period of sixty (60) days after Customer has received notice from Bank that the File containing the images of such Checks has been accepted (such period the "**Retention Period**"). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within five (5) Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

4.6 Image and MICR Quality. Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

a. the amount of the Check;
b. the payee of the Check;
c. the signature of the drawer of the Check;
d. the date of the Check;
e. the Check number;
f. the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and

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g. all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute ("**ANSI**"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the Procedures, Customer shall ensure that the following information is captured from the MICR line of each Check:

a. the American Bankers Association routing transit number ("**RTN**");
b. the number of the account on which the Check is drawn;
c. when encoded, the amount of the Check; and
d. when encoded, the serial number and the process control field of the Check.

4.7 Receipt of File. Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Service Section and followed the Procedures. If Bank determines that Customer has not complied with this Booklet or followed the Procedures or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "**Corrected File**"). As a form of correction, Bank may credit Customer's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Booklet and processed and transmitted the File in accordance with the Procedures, the File is balanced and the Images meet the requirements of Section 4.6 of this Service Section, then Bank shall accept the File (an "**Accepted File**") for deposit to Customer's Account. Upon acceptance of the File, Bank shall electronically notify Customer of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer's Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

4.8. Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank shall grant Customer's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "**Provisional Credit**" means that the credit is made to Customer's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Reg CC. For the purposes of determining the time for which funds may be held by Bank under Reg CC, the place of deposit shall be Blairsville, Georgia.

4.9. Laws, Rules and Regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission ("**FTC**"), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization ("**ECCHO**") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "**Rules**") and laws are incorporated herein by reference. In the event of conflict between the terms of this Booklet and the Rules, the Rules will control.

4.10. Collection of Checks. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

4.11. Contingency Plan. Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise process a deposit or comply with this Booklet, for any reason, including, but not

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limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Booklet. Notwithstanding the foregoing, and to the extent applicable, Section 4.12 of this Booklet dealing with warranties shall apply to the deposit of original Checks.

4.12. Warranties. Customer represents, warrants and covenants the following to Bank:

4.12.1. Checks Deposited. Customer shall only deposit Checks that are authorized by this Booklet, the Procedures, and the Deposit Agreement;

4.12.2. Image Quality. Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Service Section;

4.12.3. Accuracy of Information. All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Service Section;

4.12.4. Business Purpose Only. Customer is not a consumer, and the Remote Deposit Service shall be used for business purposes only;

4.12.5. No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);

4.12.6. No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

4.12.7. Information. All information provided by Customer to Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Bank;

4.12.8. Authority and Legality. (i) Customer is authorized to enter into, and perform its obligations under, this Booklet; (ii) the person signing the Enrollment Form on behalf of Customer is duly authorized to execute the Enrollment Form; (iii) this Service Section is valid and enforceable against Customer in accordance with its terms; and (iv) the entry into, and performance of, this Service Section by Customer will not violate any law, or conflict with any other agreement, to which Customer is subject;

4.12.9. No Litigation. There is no action, suit or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.

4.12.10. Transactions. All Checks and business transactions of Customer are, and will be, bona fide. All signatures on Checks are authentic and authorized.

4.12.11. Rule Compliance. Customer conducts its business, and submits Checks and Files in compliance with this Booklet, the Procedures, applicable law and the Rules.

4.12.12. Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

4.13. Returned Checks.

4.13.1 Chargeback of Returned Checks. If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with Section

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4.5 of this Service Section, the original Check will not be returned, and Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer.

4.13.2. Special Instructions. Customer may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Customer to Bank (the "**Special Instructions**"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of the Enrollment Form. Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to Customer Account to which the Checks were deposited. In the event that Customer has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check or an ACH entry in excess of the limit established or permitted for the number of times that an Check or ACH entry may be re-presented by the Rules. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank.

4.14. Fees and Charges. So long as this Booklet remains in effect, Customer agrees to pay to Bank the normal deposit account service charges established from time to time by Bank and, in addition thereto, the fees and charges set forth in the Business Products Pricing Guide or provided from time to time hereafter to Customer, and all such other fees and charges as may be agreed upon from time to time by Customer and Bank.

Customer authorizes Bank to deduct any charges for the Remote Deposit Service from any Account, even if such deduction causes an overdraft in the Account. Should Customer fail or refuse to pay any charges under this Agreement, Customer agrees to pay all collection costs (including reasonable attorneys' fees) which may be incurred by Bank. Bank shall have the right to increase or decrease charges imposed for the Remote Deposit Service and will notify Customer of the changes, to the extent required by law. Customer's use of the Remote Deposit Service after changes have been made shall constitute Customer's agreement to the same.

In addition to the Remote Deposit Service fees, Customer agrees to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Remote Deposit Service, this Booklet, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

4.15. Errors or Discrepancies. Transaction confirmation is generally provided through Customer's periodic account statements issued by Bank pursuant to separate deposit account agreements between Bank and Customer and may be provided through Internet access to Customer's Account information (provided Customer has enrolled in certain Internet-delivered Services).

4.15.1. Customer agrees to promptly examine Customer's account statements and any other notices or confirmations provided by Bank with respect to Service transactions and to notify Bank immediately in the event of any errors or any discrepancies between Customer's records and information received from Bank. Customer also agrees to notify Bank immediately of any error or discrepancy Customer may find in reviewing Customer's Account information via the Internet.

4.15.2. Bank and Customer agree that thirty (30) days is a reasonable period of time for Customer to notify Bank of errors and discrepancies (including, without limitation, unauthorized transactions), unless any other applicable administrative documents, operating rules, agreements or laws provide for a shorter notification period, in which case such shorter period shall apply, and if Customer fails to notify Bank in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Bank of the documentation reflecting such error or discrepancy, Customer shall be precluded from asserting such error or discrepancy against Bank.

4.15.3. Customer agrees to provide Bank with all information Bank reasonably requests in connection with investigating any error or discrepancy.

4.15.4. This Service Section does not modify error or discrepancy notification requirements that may be set forth in deposit agreements between Bank and Customer governing Customer's Account(s) (including,

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without limitation, notification regarding checks paid without a properly authorized signature), except to the extent that any errors or discrepancies specifically relate to Remote Deposit Service transactions.

4.16. Limits on Services. Bank, in its discretion, reserves the right to establish from time to time limitations and restrictions with respect to Remote Deposit Service transaction amounts, frequency of Remote Deposit Service transactions, the types of Accounts that are eligible for Remote Deposit Services, and other matters relating to the Remote Deposit Services based on Customer's Account balances, the terms and provisions of other agreements in effect between Customer and Bank with respect to specific transactions to be performed hereunder, applicable law, systems limitations, and other factors deemed significant by Bank in its sole discretion. Customer agrees to abide by and be bound by all limitations and restrictions imposed from time to time by Bank.

4.17. Indemnification and Liability; Third Party Claims. Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "**Indemnified Party**" and, collectively, the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, suits, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Booklet, including all actions, causes of action, claims, suits, damages, liabilities and expenses arising out of, related to or resulting from: (a) Customer's (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's warranties, representations and/or obligations under this Booklet or any other agreement between Customer and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Booklet and/or (d) Customer's breach or violation of any Rules; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

4.18. Third Parties; Maintenance.

4.18.1. Remote Deposit Service from Others. Customer may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a "**Third Party**" and, if more than one, "**Third Parties**"). Customer (i) agrees that any Third Party is acting as Customer's agent in the delivery of Checks and Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Booklet. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall provide at least ten (10) days advance written notice to Bank in the event it uses any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.

4.18.2. Equipment Maintenance. If Customer provides the equipment, Customer shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to use the Remote Deposit Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

4.19. Term. This Remote Deposit Service Section shall commence on the day the Remote Deposit Service is selected and the Enrollment Form is executed by Customer and, unless sooner terminated hereunder, will continue for a period of one (1) year ("**Initial Term**"). Thereafter, unless sooner terminated hereunder, the Service Section will automatically renew for successive one (1) year periods ("**Renewal Term**"), unless either party provides the other party with at least thirty days (30) written notice to the contrary prior to the end of the applicable term. Notwithstanding the foregoing, Bank may immediately terminate this Service Section upon Customer's breach of this Service Section or violation of any law, rule or regulation. In the event that the Bank exercises its right to terminate prior to the expiration of the Initial Term or a Renewal Term or in the event of Customer terminates this Service Section prior to the expiration of the Initial Term or Renewal Term, Customer shall pay an early termination fee in an amount specified in the Business Products Pricing Guide.

5. LOCKBOX SERVICE

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This Section Five governs Customer's use of the Lockbox Service.

Upon Customer's execution and delivery of the Enrollment Form and completion of the Operating Instructions set forth in the Enrollment Form for lockbox services ("**Lockbox Services**") or upon its use of the Service, whichever occurs first, Bank agrees to process payments and credit Customer's Authorized Account(s) for payments received in Customer's designated Lockbox. Bank, in its sole discretion, may not permit Customer to use the Lockbox Services until Bank has determined that Customer 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 receive and review for proper execution by an authorized signatory and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Lockbox Service as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

1. **Description of Service**. The Lockbox Service is a service offered by Bank to Customer whereby Customer directs those persons or entities making payments and other remittances to Customer to mail the payment and certain documentation to a Post Office Box from which Customer has authorized Bank and/or Bank's subcontractor ("**Subcontractor**") to remove the contents. The terms Bank and Subcontractor may be used interchangeably when used in relation to any services performed by a subcontractor on behalf of Bank including, but not limited to, the receipt and processing of checks and remittances and any data related thereto. It is the responsibility of the Customer to notify remitters that remittances shall be mailed to the Lockbox assigned by Bank. Bank shall perform certain specified functions and deposit the checks into Customer's account. Customer hereby requests and Bank has agreed to perform the Lockbox Services as provided in the Operating Instructions set forth in the Enrollment Form. The Operating Instructions shall be issued and executed at the time the Customer selects the Lockbox Service. The Operating Instructions may be modified at a later date to account for requested changes by the Customer and/or changes that may occur during the lockbox project development and implementation. Changes in the Operating Instructions may be considered as additional service and therefore subject to additional service fees.

2. **Establishment of Account**. Customer shall open a business checking account ("**Account**") and shall submit all forms and documents, including but not limited to signature cards, partnership agreements, and resolutions, as required by Bank in conjunction with this Service.

3. **Authorization to Establish Post Office Box**. Customer hereby authorizes Bank to establish a Post Office Box in Customer's name and Bank shall have exclusive access to the Post Office Box. Customer shall execute any and all forms required by the Postmaster to establish the Post Office Box and to grant Bank exclusive access thereto. Customer shall not have access to the Post Office Box and shall not authorize any other person or entity to have access to or remove the contents of the Post Office Box.

4. **Authorization to Process Deposits**. Customer hereby authorizes Bank to open the envelopes addressed to Customer, process the contents, indorse the items on behalf of Customer, prepare deposit tickets and perform any other functions specified in the Operating Instructions. Notwithstanding the foregoing and as provided elsewhere in this Booklet, Bank may deposit items to Customer's Account without indorsing items in Customer's name.

5. **HIPAA**. Bank agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. §1320d et seq. ("**HIPAA**") and any current and future regulations promulgated thereunder, all as amended from time to time and collectively referred to herein as the "HIPAA Requirements". Bank agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Booklet. Bank agrees that all services provided through this Service Section shall be provided pursuant to that certain Business Associate Agreement entered into between the parties. To the extent required, Bank will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services for determining compliance with the HIPAA Requirements.

6. **Bank's Duties and Responsibilities**.

   6.1. Processing Items. As an agent for Customer, Bank shall remove the contents of the Post Office Box each Business Day at intervals determined by Bank in its sole discretion. Customer acknowledges and agrees that removal of the items from the Post Office Box shall constitute delivery of the items by Customer to Bank for collection. Bank shall open the envelopes, process the contents and deposit the checks into Customer's account in accordance with the Operating Instructions. Bank shall use reasonable efforts to process all items removed from the

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Post Office Box on the Business Day the items are removed therefrom; however, Customer agrees that in addition to the "Force Majeure" clause of this Booklet, Bank shall have no liability to Customer for failure to process all items on any given day if the volume received by Bank for all of Bank's lockbox Customers exceeds Bank's ability to process all of the items on the day of receipt.

6.2. As provided in the Booklet, Bank shall not examine items. Notwithstanding the foregoing and without creating any liability on the part of Bank, if Bank detects an alteration, an incomplete check, postdated check, stale dated check, or other irregularity, Bank shall send such item to Customer or Customer's designated agent.

6.2. Endorsement of Checks. The UCC provides that a bank becomes a holder of unendorsed items when the Customer who is a holder of the item delivers the item to a depositary bank for collection. In accordance with that section, while Customer authorizes Bank to indorse items in its name and on its behalf, Bank may, in its sole discretion, elect not to place Customer's indorsement on items deposited by Bank to Customer's account.

6.2. Return Items. Items returned unpaid by the drawee bank shall be processed in accordance with Bank's standard chargeback procedures.

6.2. Delivery of Information. The Bank shall make available to Customer online reporting and access to images processed through Lockbox. The Bank will provide Customer with access credentials to Customer's designees. It is the sole responsibility of Customer to insure that each authorized user protects his or her access credentials.

7. **Indemnification**. Customer agrees to, and does hereby, indemnify and hold the Bank harmless from and against any and all expenses, costs, (including attorneys' fees) claims, causes of action, and liabilities resulting from claims by third parties which directly or indirectly arise from handling of and credit given for remittance items handled under this Service Section, it being understood and agreed that Bank acts herein as agent for Customer.

8. **Effective Date.** The effective date of this Service shall be the date designated in the Operating Instructions.

6. POSITIVE PAY

This Section Six governs Customer's use the Positive Pay Service. Bank, in its sole discretion, may not permit Customer to use the Positive Pay Services until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Positive Pay Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Bank offers the Positive Pay Service subject to the terms of this Booklet only in association with the Customer Accounts, and this Booklet supplements but does not replace the terms and conditions governing the Account.

To utilize the Positive Pay Services described herein Customer must be enrolled in and be an active participant in the Online Banking Service offered by Bank. Customer agrees that by using the Positive Pay Services described in this Section Six, Customer has read and agrees to the terms and conditions pertaining to the Designated Accounts (as defined below).

6.1. The Positive Pay Service. Customer may use the Positive Pay Service to quickly identify and act upon fraudulent checks as well as quickly reconcile Customer's Designated Accounts. Customer shall provide the Bank with a Check Issue File or File in the manner described and defined below, detailing all checks Customer has issued on the Designated Accounts. This File is to be imported into the Bank's system for comparison to checks presented for payment against Customer's Designated Accounts. "**Designated Accounts**" are the deposit accounts designated on the Enrollment Form. Customer must log into the Online Banking Service to utilize the Positive Pay Service described herein.

6.1.1 Check Issue File. A "Check Issue File" (referenced sometimes herein as the "**File**") is a file issued by Customer to the Bank which provides a list of all outstanding checks issued by Customer against the Designated Accounts which were not previously listed on a Check Issue File. If Customer has selected the "Payee Positive Pay" service in the Enrollment Form, Customer shall also provide the name of the Payee on the Item in the Issue File. If Customer has not selected Positive Pay Service, the Bank shall not review or attempt to match the payee on the checks identified by Customer in the File. This includes situations where Customer provides the payee name in the File but has not selected Payee verification on the Enrollment Form. The File transmitted to Bank shall constitute the signature of Customer for purposes of determining

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whether a Presented Check is properly payable. "**Presented Check**" means a check drawn on a Designated Account and presented to Bank for payment. By transmitting the File, Customer expressly warrants that all Presented Checks that match the information in the File are properly payable. The File must accurately state the check number, issue date, and exact dollar amount on each check drawn on the Designated Accounts. Customer may upload Files to Bank's system on a monthly, weekly, daily and/or hourly basis. Before beginning the Positive Pay Service and providing its first File, Customer must provide Bank a list of all outstanding checks on the Designated Accounts. As noted herein, any Presented Check that does not appear in a File received by Bank or that is not manually uploaded by Customer, shall appear in the Check Exceptions. In order to avoid having a large number of items in the Check Exceptions, due to checks being presented before Bank has had an opportunity to match them to the uploaded checks, Customer should upload the File or checks to Bank's system no later than 3:00 p.m. Eastern Time one (1) Business Day before a check is delivered to the payee.

In the event of system failure, either that of Customer or of the Bank, and the File cannot be or is not received by the Bank for any reason or the Bank cannot process the file for any reason, the File shall be considered as not received, even if the Bank has possession of the File. The Bank shall have no responsibility for a File that is not received and all checks presented on a Designated Account for which no File is received will be listed on the Check Exceptions as provided below.

6.1.2. Software. It is not required that Customer have any type of accounting software to utilize this Positive Pay Service, because Customer also has the ability to manually upload outstanding checks via the Online Banking Service. Customer may upload a file to Bank's system using a spreadsheet format that meets the requirements of Bank that may be established from time to time. Bank shall have the right to reject any file that is presented in a format that cannot be uploaded by Customer or processed by Bank. If you do have software that will create a Positive Pay file, our system may be customized to fit your software formatting requirements. We do ask that if you are going to use software to upload a Positive Pay file to our system that you send us a test file at least five (5) business days before activating this service. This will allow us to test compatibility of your software file format.

6.1.3. Printed Check requirement. If you order or print checks from any check-printing vendor other than the Bank's approved vendors, you agree to ensure the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Positive Pay violations and additional costs to you.

6.1.4. Payment of Presented Items and Reporting of Exception Issues. Bank shall compare each Presented Check (other than checks not covered as discussed in subsection 6.5) to the checks identified in the File received by the Bank from the Customer. Unless Customer has selected the Payee Positive Pay service in the Enrollment Form, Bank will not review or attempt to match the payee on the check even if Customer has provided Bank with the payee information. Unless Customer has selected Positive Pay Service, the Bank is directed otherwise and agrees, Customer has sole responsibility for matching the payee on the checks identified by Customer in the File. If Customer has selected Payee Positive Pay, Customer acknowledges and agrees that Bank shall use reasonable efforts to match the name of the Payee on the Item in the Issue File to the Presented Check and that Bank shall not be liable to Customer if Bank is not able to match the Payee designated in the Issue File to the Presented Check, even in circumstances where the Payee on the Presented Check does match the Payee on the Item in the Issue File. In the event that the check number and the amount of the Presented Check match the Item in the Issue File but the Payee does not match, the Presented Check shall be designated as an Exception Item subject to further review by Customer. It is your responsibility to work and clear your Positive Pay exceptions each Business Day by the deadline imposed by Bank.

A "**Matched Check**" is a Presented Check that matches a check identified in the File by check number, issue date, and exact dollar amount. There is an additional, per check fee to have Bank examine each check identified in the File for the payee. The Bank may debit and charge this fee to the Designated Account.

The Bank shall provide to Customer, via the Online Banking Service, a list of any Presented Checks on the Designated Accounts (other than checks not covered as discussed in subsection 6.5), that do not exactly match (per the criteria identified above) the checks identified in the file ("**Exception Check**") in a form entitled "**Check Exceptions**." Bank will seek to make the Check Exceptions available to Customer, via the Online Banking Service, by 8:30 a.m. Eastern Time each Business Day. Customer may set up an Alert in the Online Service and Bank will send an Alert via email, or text message when the Check Exceptions form is available. The Customer must log into the Online Banking Service to review the Check Exceptions. Customer must log into the Online Banking Service to review the Check Exceptions each Business Day by the deadline imposed by Bank.

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6.2. Pay Request/Return Request. Prior to the deadline imposed by Bank or upon Bank's notification if Customer has elected to receive an Alert, a Positive Pay Contact (defined below) of Customer will either confirm the validity of the Exception Item and request the Bank to pay the Item ("**Pay Request**") (in which case Bank will pay the Exception Item provided Customer responds within the time specified below), or will instruct Bank to dishonor (return) the Exception Item ("**Return Request**"). Bank may rely upon instructions received from any one Positive Pay Contact. Bank is not required to obtain approval or confirmation from Customer, from any Administrator or from any other Positive Pay Contact. Customer agrees that a Positive Pay Contact will respond to Bank concerning each Exception Item using the electronic service by by the deadline imposed by Bank ("**Positive Pay Cut-Off**") on the same business day that Bank notifies Customer of the Exception Item. Customer agrees to pay Bank the Exception Item's fee, plus interest if applicable, for each Exception Item presented to Bank. Notwithstanding the provisions contained in this Section 6.2, Bank may return (without providing Customer notification prior to such return) each Exception Item that is personally presented by an individual to Bank for payment.

Customer shall designate Authorized Users who are authorized to instruct Bank concerning the disposition of Exception Items (**"Positive Pay Contacts"**). Any Administrator may, from time to time, add or delete Positive Pay Contacts or change contact information by providing Bank a revised list. No such change in Positive Pay Contacts or contact information shall be effective until Bank receives the revised list and has a reasonable period of time to act thereon. Bank shall not be responsible for any claims, liabilities, losses, damages, costs or expense resulting from, or relating to, Bank's payment or return of a Presented Check, or Bank's other action or inaction, that is based upon: (i) an Unauthorized Person's instructions to pay or return an Exception Item or other instructions; (ii) an Unauthorized Person's failure to respond to Bank's notification concerning an Exception Item; or (iii) an Unauthorized Person's revision to the list of Positive Pay Contacts. **"Unauthorized Person"** means any person included in the Positive Pay Contacts list that is, however, not authorized to act on Customer's behalf, whose name remains on the list because of an Administrator's failure to update the list or because of other Customer error.

Each Matched Check or check within the Check Exceptions which Customer authorizes Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) check verification procedures. Bank will have no liability whatsoever for paying such Matched Check or Customer authorized check even if its serial number or amount is altered, or even if it is a counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued. Customer acknowledges and agrees that each Presented Check which Bank pays in accordance with this Section Six will be conclusively deemed to be properly payable.

Subject to subsections 6.6 and 6.7, Bank shall not pay any Presented Check for which Bank has received from Customer a "stop payment" order request consistent with the Terms and Conditions agreement between the parties governing the Designated Accounts.

Customer agrees and understands that the Positive Pay Service applies only to MICR encoded paper checks and documents. Therefore, the Positive Pay Services and this Section Six shall not apply to any electronic funds transfer ("**EFT**"), ACH transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Section Six shall have no effect with respect to any such transactions on Bank's or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

6.3. Default. THE FAILURE OF CUSTOMER TO COMMUNICATE EITHER A PAY REQUEST OR RETURN REQUEST AS TO THE CHECKS WHICH ARE ITEMIZED AS CHECK EXCEPTIONS, OR THE FAILURE OF BANK TO RECEIVE ANY SUCH PAY OR RETURN REQUEST FROM THE CUSTOMER, SHALL BE CONCLUSIVELY DETERMINED TO BE A PAY OR RETURN REQUEST BY DEFAULT AS INSTRUCTED BY CUSTOMER IN THE ENROLLMENT FORM. BANK SHALL NOT BE LIABLE TO CUSTOMER FOR PAYING OR RETURNING SUCH CHECK EXCEPTIONS AND SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH PAID CHECKS.

6.4. Checks Not Covered. This Positive Pay Service does not cover a Presented Check which the Bank has already cashed, negotiated or paid or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items. All transactions presented to Bank for immediate payment, such as Presented Checks presented over the counter (i.e. at a teller window or drive through) to be cashed or paid, will not be matched to the File or sent as an Exception Check prior to payment of such checks.

Notwithstanding any other provision of this Section Six, Customer authorizes Bank to return the Presented Check which fits the criteria in the preceding paragraph. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

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6.5. Errors. The Bank is not responsible for detecting any Customer error contained in any File, Pay Request or Return Request communicated by the Customer to the Bank or for any File, Pay Request or Return Request not timely received by Bank via Online Banking Service.

6.6. Predetermined Decisions. Customer may elect to designate in the Enrollment Form certain companies for which Customer makes predetermined decisions to either pay (White List) or automatically return (Stop Payment List). If Customer elects to utilize Predetermined Decisions, then Customer agrees to indemnify and hold Bank harmless for any payments made or returned as a result of Customer's use of Predetermined Decisions.

6.7. Stop Payment and Return Decisions. The Positive Pay Service will not be used as a substitute for Bank's stop payment service. Customer will follow Bank's standard stop payment procedures if it desires to return a Matched Check or other check that was validly issued. Nothing in this Section Six will limit Customer's right to stop payment on any Matched Check or other check or Bank's right to return any Matched Check or other check that Customer has authorized Bank to pay in accordance with this Section Six if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.

6.8. Communication. The Customer is solely responsible for setting up the Online Banking Service, for providing accurate electronic addresses for communication in connection with transactions contemplated in this Section Six, for all security of Customer's systems and devices used to access the Online Banking Service.

6.1. Limitation of Liability.

6.9.1. Wrongful Dishonor. Bank's liability to Customer for any Presented Check erroneously paid by Bank in breach of this Section Six ("**Bank's Wrongful Honor**") shall be limited to the lesser of the amount of the wrongfully paid Presented Check or Customer's actual damages resulting from Bank's payment of the Presented Check. Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's Wrongful Honor discharged for value an indebtedness of Customer. Bank also retains the right to assert Customer's failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the UCC. Bank's liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts. Customer agrees that Bank exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Section Six.

6.9.2. Loss Recovery Efforts. The Customer agrees to cooperate with Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Positive Pay Service. The Customer acknowledges that the fees of Bank for the Positive Pay Service, has been established in contemplation of: (a) these limitations on our liability, (b) the responsibility of the Customer to review statements, confirmations, and notifications promptly and to notify Bank immediately of any discrepancies or problems, and (c) the responsibility of the Customer to assist Bank in any loss recovery effort.

6.9.3. Hold Harmless. Customer shall accept liability to any party and indemnify and hold the Bank harmless for any damages, losses, fines, fee, taxes, legal expenses, or actions at law arising from the return (dishonor) of any Presented Check if such return resulted from the correct application of any Pay or Return Request of Customer.

6.9.4. Properly Payable Debit. Any Presented Check that is paid in accordance with the Positive Pay Service shall conclusively be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying Presented Checks in accordance with the Positive Pay Service.

6.10. Security Procedures. Without limitation on the security precautions or procedures set forth in Section One pertaining to the Online Banking Service, the Customer agrees:

6.10.1. In its sole and absolute discretion Bank may elect to specify security procedures which relate to this Positive Pay Service and the Online Banking Service. When such procedures are specified, Customer agrees that the purpose of the security procedures is to verify the authenticity of any Pay Request and Return Request submitted to Bank by Customer. Customer's continued use of this Positive Pay Service following receipt of any security procedure specifications from Bank constitutes Customer's acceptance of such security procedure, Customer's acknowledgement that such security procedures are commercially reasonable, and

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Customer's agreement that all Pay Request and Return Request communicated by Customer hereunder will comply with such security procedures.

6.10.2. Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Pay Request and Return Request and to limit access to the Positive Pay Service procedures to only those individuals whom Customer has authorized to act on its behalf with respect to this Service, and shall otherwise comply with the procedures and security precautions set forth herein pertaining to the Online Banking Service. Any Pay Request or Return Request (including a request for cancellation, amendment, or reversal of any such request or instruction) or other communication received by Bank that purports to have been submitted or authorized by Customer in accordance with this Section Six and/or Section One pertaining to the Online Banking Service, with the user name, password, or other identification codes designated by Customer shall be effective and binding upon Customer even if such request or instruction was not in fact authorized by Customer, provided Bank has acted in good faith.

6.10.3. If Customer believes the security procedures have been compromised or that confidential information regarding the use of this Positive Pay Service has become known to any individual who might initiate unauthorized Pay Requests or Return Requests, Customer agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the Positive Pay Service.

6.11. Bank Discretion to Require Use of Reverse Positive Pay. If Customer cannot in the Bank's discretion consistently provide Bank an electronic Check Issue File, Bank may at its discretion require Customer to enroll in reverse positive pay. "Reverse Positive Pay" is a verification system which does not require a customer to provide a Check Issue File to Bank. Instead, Bank will submit all Check items to Customer for a pay/return decision (the "Reverse Positive Pay File"). Customer shall review and decide to pay or return all items daily prior to the Positive Pay Cut-Off. Under Reverse Positive Pay, the term "Exception Check" or "Exception Item" means only items that are duplicate or stopped, but all items will be presented for Customer for decision. Reverse Positive Pay is not available for Checks presented over-the-counter; these Checks will be cashed or deposited in accordance with Bank's standard teller procedures, and Customer cannot make a pay/return decision on over-the-counter checks presented to Bank.

7. ACH DEBIT BLOCK/FILTER

This Section Seven governs Customer's use of the ACH Debit Block/Filter Service ("**ACH Block/Filter**"), sometimes also referred to as ACH Positive Pay (the "**Service**"), and by selecting this Service and/or using the Service, Customer accepts and agrees to all terms, conditions, and provisions of this Section Seven. In the event of inconsistency between a provision of this Section Seven, the UCC and/or the Depository Agreement, this Section Seven shall prevail.

Bank, in its sole discretion, may not permit Customer to use the ACH Block/Filter Service until Bank has determined that Customer 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 receive and review for proper execution by an authorized signatory and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer'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 Agreement or otherwise prescribed by Bank.

7.1. Description of Service. Subject to the terms and conditions of this Agreement, Bank shall provide the Service to Customer, which allows Customer to authorize or block Automated Clearing House ("**ACH**") transfers to or from Customer's deposit accounts at Bank. As used herein, "**ACH Transaction(s)**" shall refer to certain electronic funds transfers which settle within a Bank or between Banks according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("**NACHA**"). "**Debit Entry**" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s) or savings account(s). "**Credit Entry**" shall refer to any ACH Transaction which has the intended effect of depositing funds to Customer's demand deposit account(s) or savings account(s). Customer acknowledges and agrees that by instructing Bank to block designated ACH Entries, Bank shall dishonor and return all such blocked ACH Entries.

7.2. Transmitting and Processing Instructions. Customer, or its authorized representative or agent, shall provide ACH Block/Filter instructions ("**Operating Instructions**"), provided in the Enrollment Form, to Bank. Amendments of the Operating Instructions shall be by such method and in such format as Bank shall specify. Bank shall process Operating Instructions received from Customer in accordance with the procedures and requirements set forth herein. Bank shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Customer. Bank shall not be obligated to process Operating Instructions unless all of Bank's specified requirements and conditions have first been satisfied or waived by Bank, in its sole and absolute discretion.

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7.3. Excluded SEC Codes. Customer acknowledges that the following ACH Standard Entry Class (SEC) Codes are excluded from use with the Service: ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK ("**Excluded Entries**").

ACH Entries which are Excluded Entries will not be presented as exceptions through the Service, however, the Bank may attempt to contact the Customer whenever Excluded Entries are received for a decision.

7.4. Form of Instructions. Instructions may include any one or more of the following actions:

a. Customer may block all ACH Debit and/or Credit Entries on its Account(s) for a specified period of time.
b. Customer may authorize specified ACH Debit and/or Credit Entries to post against its Account(s) and block all others.
c. Customer may block all ACH Debit and/or Credit Entries to its Account(s) (i) greater than a specified amount, (ii) from specified Customer Name(s), (iii) specified Company ID(s), and/or (iv) specified SEC Codes.
d. Customer may authorize specified ACH Debit and/or Credit Entries to post on a recurring occasion or specified expiration date.

7.5. Limit of Liability.

a. **Dispute over Return of ACH Debit Entry**. Customer acknowledges that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute the Bank must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the National Automated Clearing House Association governing ACH transactions ("**Rules**"). Customer hereby indemnifies and holds 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 the use of the Service by Customer.
b. **Identification of ACH Transactions to Block**. Customer and Bank acknowledge that ACH transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of Bank's ability to monitor for transactions which Customer desires to block. Bank shall act in good faith to process Customer's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Customer in Operating Instructions, Bank shall be held harmless for posting an ACH transaction to Customer's account and any dispute related to such a transaction shall be between Customer and the Originator of the transaction.
c. **Right to Suspend Services.** Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice to Customer if Customer shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Service.
d. **Examination of Account Statements.** Nothing in this Agreement shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the Service provided to Customer hereunder. Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.
e. **Hold Harmless.** Customer shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Customer's pay/return instructions.
f. **Properly Payable Debit**. Any ACH Debit Transaction that is paid in accordance with the Service shall be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying ACH Debit Transactions in accordance with the Service.

7.6. Indemnification. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, Customer 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 Agreement, including all losses and expenses incurred by Bank arising out of Customer's 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, Customer agrees 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 Customer, (iii) Customer's breach of

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any of its covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Customer's breach of applicable laws, rules or regulations.

8. ACCOUNT RECONCILIATION

This Section Eight governs Customer's use of the Account Reconciliation Service (the "**Service**"), and by selecting this Service and/or using the Service, Customer accepts and agrees to all terms, conditions, and provisions of this Section Eight. In the event of inconsistency between a provision of this Section Eight, the UCC and/or the Depository Agreement, this Section Eight shall prevail.

Bank, in its sole discretion, may not permit Customer to use the Account Reconciliation Service until Bank has determined that Customer 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 receive and review for proper execution by an authorized signatory and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer'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 Agreement or otherwise prescribed by Bank.

8.1. Description of Service. The services provided by Bank under Account Reconciliation can include the following, as elected by Customer in the Enrollment Form:

8.1.1. Full Reconciliation. Customer transmits information (the "Issue File") about checks issued on the designated account(s) during the current reporting period ("Check Issue Activity") to the Bank where the Issue File is matched to transactions that have actually cleared Customer's account for payment. The matched data is returned to Customer electronically so Customer can automatically update its accounts payable system. Customer can also see what Check Outstanding Items exist. If the Issue File is not received by the Bank within five (5) business days after the end of the reporting period, the reconciliation will be performed without the Issue File. If an Issue File is not received by the deadline for three consecutive months, the service will be downgraded to a partial reconcilement with associated fees applied for the partial service. Setup fees apply for reinstatement to full reconciliation. Service must begin at the beginning of a statement cycle and requires a minimum of a ten (10) banking day lead-time from the beginning of the requested statement cycle.

8.1.2. Partial Reconciliation. A listing of transactions that have cleared Customer's account is sent to Customer electronically for upload to its accounts payable system. A paper report can also be mailed, if preferred; however, Bank may assess a fee for sending paper reports. Service must begin at the beginning of a statement cycle and requires a minimum of a ten (10) banking day lead-time from the beginning of the requested statement cycle.

8.1.3. Issue Range Reconciliation. A listing of paid and outstanding items are reported to Customer based on the serial number range of checks that Customer issued during the reporting period. Service must begin at the beginning of a statement cycle and requires a minimum of a ten (10) banking day lead-time from the beginning of the requested statement cycle.

8.1.4. Deposit Reconciliation. Deposits are captured for the reconcilement period and printed individually on a report in location number order (for those deposits containing the location number in the MICR line) and then date order. The deposits are listed and subtotaled by location (for those deposit slips containing the location number in the MICR line). Also provided is a Recapitulation report that indicates the deposit total by day by depositing location (summary reports covering more than one day will simply total all deposits for each location). Deposit Reconcilement Service requires a minimum of a three (3) banking day lead-time from the beginning of the requested start date.

8.2. Customer Responsibilities.

8.2.1. Quality Check Assurance: Customer must provide and maintain quality checks for any and all reconciliation services. Voided checks for the purpose of testing will be required with every new account. Rejects due to check quality will be assessed a "Reject Quality Surcharge". The "Surcharge" will commence 30 days after notification if the quality issue is not completely resolved. Service may be discontinued should item rejects continue for a period of 90 days or more, following notification and fee assessment by the Bank.

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8.2.2. Dollar Limit Verification: Dollar Limit Verification allows the Customer to predetermine amount limits on checks presented for payment on its account. All checks presented for payment over or under the predetermined amount as selected by Customer on the Set Up Form will be returned "refer to maker" until service is cancelled by Customer. The Bank is not obligated to honor any dollar limit for the Customer unless the Customer has selected the Dollar Limit Verification service. Any claimed loss which results from the Bank's payment of checks not in accordance with the Customer's instructions in the Set Up Form will be governed by the same legal principles as those concerning improper payment over a binding stop payment.

8.2.3. Download/E-mail Disclaimer: Customer agrees that once transaction information, check image(s), or other data has been provided to Customer—whether downloaded from Bank's website, forwarded by Bank, upon Customer's request, as an attachment to an e-mail transmission, or otherwise provided to Customer—that Customer is solely responsible for preserving the confidentiality of any such information retrieved or sent and Customer assumes all risks involved in forwarding the such information to the Internet destination or other destination of Customer's choice.

8.2.4. Stop Payment: In order to stop payment on a check included in the Issue File, the Customer shall deliver a stop payment order via telephone, Online Banking, or in writing prior to the presentment of the item. A cancel or void should only be used if a check has not been disbursed. Bank's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Bank's system, the stop payment will not be placed.

8.2.5. Miscellaneous: Customer acknowledges that notwithstanding the return of checks by the Bank in accordance with Customer's instructions under this section, the Customer may be subject to claims for payment by the payee of any check or by a holder in due course of a check. Information provided on the set up will remain in effect until an appropriate Customer representative otherwise notifies the Bank in writing. All notices, communications, and instructions from one party to the other in connection with this Service shall be sent via the Internet to particular parties, which the recipient may amend from time to time by prior written notice.

8.3. Special Paying Instructions on Reconciliation Accounts. If approved by Bank, Bank shall follow the procedures for the payment of checks as specified by Customer in the Enrollment Form. The Bank must be given reasonable time to process the Customer's special paying instructions, and the Bank reserves the right to charge additional fees for these services. If the Bank follows the Customer's paying instructions, Bank is not liable for any damages in connection with the payment or return of Customer's check(s). The Bank will use ordinary care in the examination of Customer's check(s) and in following Customer's instructions. Any claimed loss which results from the Bank's payment of checks not in accordance with the Customer's instructions in the Enrollment Form will be governed by the same legal principles as those concerning improper payment over a binding stop payment.

9. SMARTSAFE

This Section Nine governs Customer's use of the SmartSafe Service (the "**Service**"), and by selecting this Service and/or using the Service, Customer accepts and agrees to all terms, conditions, and provisions of this Section Nine. In the event of inconsistency between a provision of this Section Nine, the UCC and/or the Depository Agreement, this Section Nine shall prevail.

Bank, in its sole discretion, may not permit Customer to use the SmartSafe Service until Bank has determined that Customer 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 receive and review for proper execution by an authorized signatory and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer'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 Agreement or otherwise prescribed by Bank.

9.1. Description of Service. Subject to the terms and conditions of this Agreement, Bank shall provide the Service to Customer, which is offered by Bank through a third party service provider whereby Customer places currency into a special type of smart safe containing a currency validation component ("**SmartSafe**") that creates an electronic entry of the total amount of currency placed in the vault ("**Entry**") and transmits the Entry, via a third party, to Bank for deposit to Customer's Account.

9.2. Third-Party Service Provider. Customer shall enter into a separate agreement with a Third Party ("**Third Party Service Agreement**") which contains the terms under which the Third Party will provide a SmartSafe to Customer and will provide other services related to the pickup and verification of the currency and transmission of the Entry to the Third

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Party for transmission to Bank. Customer hereby agrees that Bank shall be a third party beneficiary to the Third Party Service Agreement. Customer hereby authorizes Bank to accept the Entry from the Third Party for credit to Customer's Account maintained with Bank. Customer agrees that Bank's obligations under this Service Agreement shall terminate upon the termination of the Third Party Service Agreement.

9.3. Hardware and Software. Customer acknowledges that all hardware and software ("**Equipment**"), including but not limited to the SmartSafe, shall be provided by the Third Party. Customer (i) agrees that the Third Party is acting as Customer's agent in the capture of the amount of the currency placed in the SmartSafe and transmission of the electronic entry to Bank, and (ii) agrees to assume full responsibility and liability for any failure of the Equipment provided by the Third Party. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by the Third Party or a malfunction of Equipment provided by a Third Party. Customer is solely responsible for maintaining compliance with the requirements of the Third Party, including obtaining any software updates. Customer shall be solely responsible for obtaining and properly maintaining its Equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, and any other equipment or items necessary to receive the Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to properly maintain the aforementioned items contained in the previous sentence.

9.4. Credit for the Cash Deposit. The Third Party shall program the SmartSafe to prepare and transmit the Entry to Third Party at a time designated in the Third Party Service Agreement, which shall not be earlier than 3:00 of the Business Day on which the currency is placed in the SmartSafe. Customer acknowledges that the Entry shall identify Customer by the Customer's Account number maintained with Bank. Customer hereby authorizes Bank to deposit the amount of the Entry to Customer's account number designated by Third Party. Bank shall memo post the Entry to Customer's account on the date of receipt of the Entry by Bank and the funds shall be reflected in the Customer's available balance on that day.

9.5. Verification of Funds. The currency in the SmartSafe shall be picked up and verified by the Third Party in accordance with the Third Party Service Agreement. Notwithstanding the foregoing, Customer agrees that Customer shall be liable to Bank for any discrepancies between the amount of credit given to Customer for the Entry and the amount of currency in the Safe when verified by the Third Party and for the amount of any counterfeit currency (collectively "**Discrepancies**") and Bank may make adjusting entries to Customer's account, even if the adjustment creates an overdraft in Customer's account, for any Discrepancies. Customer agrees that the amount of any Discrepancies shall be finally determined by the Third Party and such amount shall be conclusive and binding on the Customer.

9.6. Ownership of Currency. The currency placed in the SmartSafe shall remain the property of Customer until such time that the Entry is transmitted to the Third Party. Customer acknowledges and agrees that the currency becomes the property of Bank at the time that the Entry is transmitted to the Third Party. Notwithstanding the fact that the currency becomes the property of Bank, Customer agrees that Customer assumes the liability for any loss of the currency for any reason including but not limited to fire, theft, flooding, accident or other catastrophe, or war. Customer shall be liable for such loss of the currency until such time as the Third Party signs for and takes possession of the currency.

9.7. Bankruptcy. The Currency becomes the property of Bank upon the transmittal of the Entry to the Third Party. Customer has no interest therein, but only the fiduciary duty to safeguard such Currency for the benefit of the Bank. Therefore, if any proceeding under the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as amended, is commenced by or against the Customer, or if the Customer is adjudged insolvent, or if Customer makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Safe and its contents, the currency shall not be treated as an asset of Customer.

9.8. Contingency Plan. Customer hereby agrees that in the event of a malfunction of the Equipment or if for any reason the Third Party is not able to generate and transmit the Entry, Bank shall not credit Customer's account for the amount of the currency placed in the SmartSafe. In such event, Customer agrees that the Third Party shall physically remove the contents of the SmartSafe, transport the contents of the SmartSafe to Bank or Bank's agent and otherwise process the transaction as though it were a Vault Service that is not subject to the Service provisions contained in this Section 9.8.

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No signature is required on this Treasury Management Service Terms and Conditions. By signing the Enrollment Form, Account Authorization Form, or otherwise enrolling for any Services described herein, Customer acknowledges its receipt of and agreement to the terms of this Booklet, the Operating Instructions, the Master Agreement, and any Schedules.

Lumpkin County, Georgia

Human Resources

Date: July 11, 2023

Agenda Item: 2023-076 Criterion Applicant Tracking Software Subscription Services Agreement *(Community & Employee Services Director Alicia Davis)*

Item Description: Consideration of Approving Criterion Applicant Tracking Software Subscription Services Agreement.

Facts & Historical Information:

For several years Lumpkin County has utilized the CivicPlus/CivicHR Human Resources Management System online job application software. There are many benefits to the online application process such as the ability for an interested applicant to apply once for multiple positions; the ability to easily receive non-local applications for any open position; protection from discrimination claims; immediate communications with hiring managers; and the ability to store and retrieve information without having to physically keep paperwork.

CivicPlus/CivicHR has sold the business to Criterion and we are expected to lose service from CivicHR, probably by September. Typically, this program renews in October; however, CivicHR is not able to tell us exactly when they will discontinue the service. Authorizing the service agreement with Criterion now will mean their service is in place to work with CivicHR to seamlessly take over the program with no break in service. Criterion will be able to save all previous applications and tracking information as well as easily slide us over to their platform to continue offering online application options.

Potential Courses Of Action:

1. Approve the Criterion Subscription Services Agreement.
2. Choose not to approve the agreement.
3. Direct staff to solicit more solutions.

Budget Impact: The cost of CivicHR for 2022 was $7,728.53, which was budgeted. It is not known what the renewal cost would have been if CivicHR had not been sold. Criterion's cost for one year of service is $7,360.50. There will also be a one-time training fee of $1,950. This cost has not been budgeted, but the implementation costs could be covered by contingency.

Staff Recommendation: Staff recommends approval of Course of Action A.

Criterion

Subscription Services Agreement

This agreement is between Criterion Inc., a Delaware corporation (**Criterion**), and the customer agreeing to these terms (**Customer**). It is dated as of the date Criterion signs below.

1. **SOFTWARE SERVICE**. This agreement provides Customer access to and usage of an Internet based human resources software service, including, without limitation, its features, functions, user interface, and underlying software, as specified on an order (**Service**). Orders may be entered into directly with Criterion or with a Criterion approved reseller.

2. **USE OF SERVICE**.

   a. **Customer Owned Data.** All data uploaded by Customer to the Service remains the property of Customer, as between Criterion and Customer (**Customer Data**). Customer represents and warrants to Criterion that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Data for use within the Services under this agreement. Customer grants Criterion the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service.

   b. **Contractor Access and Usage**. Customer may allow its contractors to use the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

   c. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Criterion promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's user documentation and applicable law.

   d. **Criterion Support.** Criterion must provide customer support for the Service under the terms of Criterion' Customer Support Policy (**Support**) attached hereto as Exhibit A and incorporated herein.

   e. **Professional and Additional Services.** Criterion may provide professional services (**Professional Services**) and tax filing and payment processing services (**Additional Services**) as specified under an order. In the event that Additional Services are specified under an order, the terms of Exhibit B Additional Services, which are attached hereto, will be incorporated into this agreement and the applicable order.

3. **SERVICE LEVEL AGREEMENT & WARRANTY**.

   a. **Warranty.** Criterion warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the Service Level Agreement, attached hereto as Exhibit C and incorporated herein (*excluding* maintenance outages, force majeure, outages that result from any Customer technology issues, and outages beyond Criterion's reasonable control); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

   b. **DISCLAIMER. CRITERION DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE CRITERION TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CRITERION DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

4. **PAYMENT**. Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

5. **MUTUAL CONFIDENTIALITY.**

   a. **Definition of Confidential Information**. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Criterion's Confidential Information includes without limitation the Service pricing information. Customer's Confidential Information includes, without limitation, the Customer Data.

   b. **Protection of Confidential Information**. Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any purpose outside the scope of this agreement, and, (ii) limit access to Confidential Information of Discloser to those of its employees and contractors who need that access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient containing protections not materially less restrictive than those in this agreement.

c. **Exclusions**. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) is independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. **CRITERION PROPERTY**.

a. **Reservation of Rights**. Criterion and its licensors are the sole owners of the Service and any deliverables provided through Professional and Additional Services (**Deliverables**), and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Criterion. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Criterion reserves all rights that are not expressly granted in this agreement.

b. **Restrictions**. Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit infringing material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service except as allowed by applicable law despite this limitation; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **Anonymized Data.** During and after the term of this agreement, Criterion may use and owns all aggregated and anonymized data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

7. **TERM AND TERMINATION.**

a. **Term**. This agreement continues until the 30th day after all orders have expired, unless earlier terminated as provided below.

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

c. **Return of Customer Data.**

- *Within 60-days after termination,* upon request Criterion will make the Service available for Customer to export Customer Data as provided in Section 2(a).
- *After such 60-day period,* Criterion has no obligation to maintain the Customer Data and may destroy it.

d. **Return Criterion Property Upon Termination**. Upon termination of this agreement for any reason, Customer must pay Criterion for any unpaid amounts, and destroy or return all property of Criterion. Upon Criterion's request, Customer will confirm in writing its compliance with this destruction or return requirement.

e. **Suspension for Violations of Law.** Criterion may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Criterion will attempt to contact Customer in advance.

8. **LIABILITY LIMIT**.

a. **EXCLUSION OF INDIRECT DAMAGES**. **To the maximum extent allowed by law**, **Criterion is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility or foreseeability of such damage or loss.**

b. **TOTAL LIMIT ON LIABILITY**. **To the maximum extent allowed by law, except for Criterion's indemnity obligations, Criterion's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12-month period prior to the event that gave rise to the liability.**

9. **INDEMNITY**.

a. **Defense of Third Party Claims.** Criterion will defend or settle any third-party claim against Customer to the extent that such claim alleges that Criterion technology used to provide the Service infringes a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Criterion of the claim in writing, cooperates with Criterion in the defense, and allows Criterion to solely control the defense or settlement of the claim. ***Costs***. Criterion will pay infringement claim defense costs it incurs in defending Customer under this indemnity, Criterion negotiated settlement amounts, and court awarded damages. ***Process***. If such a claim appears likely, then Criterion may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Criterion determines that none of these are reasonably available, then Criterion may terminate the Service and refund any prepaid and unused fees. ***Exclusions.*** Criterion has no obligation for any claim arising from: Criterion's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Use of Customer Data; or technology or aspects not provided by Criterion. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND CRITERION'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

b. **By Customer.** If a third-party claims against Criterion that any part of the Customer Data infringes or violates that party's patent, copyright or other right, Customer will defend Criterion against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Criterion: promptly notifies Customer in writing of the claim; and allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

10. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of Connecticut (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Fairfield County, Connecticut, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

11. **OTHER TERMS**.

a. **Non Solicitation.** During the term of this agreement and for a period of one year after the termination of this agreement, Customer may not, directly or indirectly, employ or solicit the employment or services of a Criterion employee, or individual independent contractor, with which Customer has worked under this agreement. This restriction does not apply to general solicitations for employment, not directed at the employees of Criterion.

b. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

d. **Independent Contractors**. The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party.

e. **Enforceability and Force Majeure**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect Neither party is liable for its non-performance due to events beyond its reasonable control, including, without limitation, natural weather events, disasters, labor disruptions and disruptions in the supply of utilities.

f. **Money Damages Insufficient**. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.

g. **No Additional Terms.** Criterion rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence**. If there is an inconsistency between this agreement and an order, the order prevails.

i. **Survival of Terms**. All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this agreement, must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.

j. **Feedback**. If Customer provides feedback or suggestions about the Service, then Criterion (and those it allows to use its technology) may use such information without obligation to Customer.

_____ (Customer)	**Criterion Inc. (Criterion)**
Signature:	**Signature:**
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**
Address:	**Address:** 301 Merritt 7, Norwalk, CT 06851

Exhibit A

Customer Support Policy

Criterion will respond to service-related incidents and requests involving the Service that is communicated through Criterion specified methods, within the timeframes indicated below. The customer shall submit requests with the priority level specified; however, Criterion reserves the right to reasonably increase or decrease the priority level at its reasonable discretion.

Criterion will use commercially reasonable efforts to resolve all requests promptly in the time periods specified below but does not guarantee a time to resolution due to the inherent variability in effort and corresponding time required to resolve issues. Criterion will communicate resolution efforts with the Customer in a timely manner. Support is provided by Criterion only during its business hours, which are 8:30 AM to 5 PM Eastern Time, Monday through Friday, excluding holidays.

1. **Support Phone**. +1 (203) 703-9000

2. **Support Email**. help@criterionhcm.com

3. **Scheduled Outages**. Usually scheduled from Sunday 3:00 AM to 5:00 AM Eastern Time and customers are usually notified via email.

4. **Software Updates**

   a. **Software service maintenance, which includes maintenance releases, enhancements, new versions, additions, and modifications to the service,** that it provides to all other customers under support for no additional fee.

   b. **Bug fixes** to bring the service into substantial conformance with its then current user guide.

5. **Resolution Process**
   a. Trouble Ticket opened
   b. Assign an engineer to determine and correct the error
   c. Periodic reports on the status of the correction
   d. Initiate work to correct the error

SEVERITY	DEFINITION	RESPONSE GOAL	DETAILS
Urgent	Critical functions of the Criterion Services are unavailable. There is a significant business impact. Subscriber cannot reasonably circumvent or workaround.	1 Actual Hour (Must be reported by phone)	- **Trouble Ticket opened** - **Assign an engineer** to determine and correct the error - **Periodic reports** on the status of the correction - **Initiate work** to correct the error
High	Critical functions of the Criterion Services are noticeably impaired, or performance is degraded. Subscriber cannot circumvent or workaround.	4 Business Hours	- **Trouble Ticket opened** - **Assign an engineer** to determine and correct the error - **Periodic reports** on the status of the correction - **Initiate** work to correct the error
Normal	Non-critical functions of your application are experiencing errors or abnormalities exist. Subscriber can circumvent or work around the problem. Subscriber may also have a time-sensitive usage question.	1 Business Day	- **Trouble Ticket opened** - **Assign an engineer** to determine and correct the error - **Periodic reports** on the status of the correction - **Initiate** work to correct the error
Low	Subscriber has a general usage question or would like to log a feature request.	2 Business Days	- Commercially reasonable efforts to **include in the next major release**

Exhibit B

Tax Filing and Payment Processing Services

1. **Tax Filing services**

Customers are responsible for making payroll tax deposits and filing reports with various agencies. Criterion provides standard tax filing reports typically at the federal level and provides required data that allows customers to complete the filings at the state, provincial, and local levels. In addition, Criterion has partnered with multiple Payroll Tax Service Companies (PTSC) to provide payroll tax deposit and filing services for the Customer.

For the PTSC to make payroll tax deposits and file payroll tax returns on a timely basis, Customer must complete the payroll processing cycle and perform the quarter-end procedures on a timely basis. The charges associated with tax services are covered in a separate agreement with the PTSC.

2. **Tax Filing services Options**

1	Customer Filing	- Customer is responsible for timely payroll tax deposits and filing reports - Criterion is responsible for generating filing ready Federal reports and generating supporting reports to complete state, provincial and local reports	At no additional cost
2	PTSC - Aatrix	- Customer signs agreement directly with Aatrix using Criterion preferred pricing. - Customer is responsible for completing the tax filing reports in Aatrix. - Criterion is responsible for the functioning of integration with Aatrix	For pricing and supported filings, please visit https://www.aatrix.com/partners/criterion
3	PTSC - Ceridian	- Customer must complete the payroll processing cycle and perform the quarter-end procedures on a timely basis - Criterion maintains the contractual relationship with Ceridian and invoices Customer for Ceridian Services - Criterion is responsible for the functioning of integration with Ceridian and providing support as needed	Wholesale pricing offered by Ceridian to Criterion plus 10% mark up to cover processing and operational costs.

3. **Payment Processing Services**

Criterion is responsible for the generation of payment processing files required by banks. Criterion supports most bank file formats in the US, Canada, and the UK. Customer is responsible for uploading the file to their bank. In addition, Criterion has partnered with Kotapay to seamlessly transmit the data for clients based in the US.

4. **Payment Processing Options**

1	Customer Uploading	- Customer is responsible for uploading the generated files into the banking portal - Criterion is responsible for generating the files in the required format by the bank	At no additional cost
2	Kotapay	- Customer signs agreement directly with Kotapay using Criterion preferred pricing. - Criterion is responsible for the functioning of integration with Kotapay	$0.12 per transaction

Exhibit C

Service Level Agreement (SLA)

Availability: Service will be operational and available to Customer at least **99.9%** of the time in any calendar month.

Monthly Uptime Percentage	Service Credit for Downtime
<99.9% but >= 99.5%	5% of the monthly fee
<99.5% but >= 99.0%	10% of the monthly fee
<99.0%	20% of the monthly fee

Response Time: Service will maintain the following response times. **Service Credit**: 10% of the monthly fee for the month of the failure.

Action	Response Time
Simple actions such as opening selection boxes and expanding tree views and closing forms.	2 seconds
Medium complexity actions such as switching between views, opening dialog boxes, clicking on the "Apply" button.	6 seconds
Web page load times	8 seconds
Running a report and displaying the results on a screen.	60 seconds

Database Restoration: If the Customer desires to restore from a backup, the Service will be restored and fully operational within 4 hours. **Service Credit**: 10% of the monthly fee for the month of the failure.

User Satisfaction Rating: Criterion measures customer satisfaction rating on every ticket opened by the Customer. Criterion will ensure a 90% satisfaction rating in any calendar year. **Service Credit**: 1% of the annual fee for the year of the failure.

Definitions.

Downtime *means* the time in which the Serviceis not capable of being accessed by Customer, as monitored by Criterion.

Monthly Uptime Percentage *means* the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

Exclusion from Downtime

- Service unavailability caused by scheduled maintenance of the platform used to provide the Service (Schedule is posted on the support portal and customers are usually notified via email); or
- Service unavailability is caused by events outside of the direct control of Criterion, including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

Claim Procedure: To receive a service credit for a particular calendar month, Customer must submit a claim by email to the support team within 30 days of the end of the month during which the Service did not meet the above SLA, and include the following information:

- Customer name;
- the name of the service to which the claim relates;
- information supporting each claim of Downtime, including date, time, and a description of the incident, all of which must fall within the calendar month for which you are submitting a claim.

If Customer does not submit the claim within such 30-day time period, then the claim is waived.

THIS SLA STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY CRITERION TO PROVIDE THE SERVICE UNDER THE TERMS ABOVE.

Criterion

Software Services Order Form

203-703-9000
301 Merritt 7
Norwalk, CT 06851

Order Date: 6/7/2023

Description	Quantity	Price	Months	Subtotal
Talent Lite - CHR Edition, ATS & Onboarding	300	$2.04	12	$7,360.50
Subtotal				**$7,360.50**
Total				**$7,360.50**

Term: 3 year

Billing: Annually in advance, first annual payment is due on signing and will be applied to the period starting 30 days from the contract signing.

Price: Based on HR module only. Price will not increase over CPI. Additional modules can be added at any time for additional costs a nd will be priced accordingly to current market rates.

Renewals: After the 3 year term has been met, this order will continue to renew for additional 1 year periods, unless either party prov ides the other with written (including email) notice of non-renewal at least 60 days prior to the renewal date.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporate d into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regard ing this subject matter. Only a signed writing of the parties may amend this order.

***CHR Edition will be limited to current functionality in Civic HR.**

_____/Customer

By: _____

Name: _____

Title: _____

Date:_____

Criterion Inc.

By: _____

Name: _____

Title: _____

Date:_____

Criterion

Professional Services and Hardware Order Form

203-703-9000
301 Merritt 7
Norwalk, CT 06851

Order Date: 6/7/2023

Description	Quantity	Price	Subtotal
Implementation & Training for Talent Lite - 10 hours	10	$195.00	$1,950.00
Subtotal			**$1,950.00**
Total			**$1,950.00**

Fees: Professional Service fees are estimated based on implementation for this specific project, and by using an hourly rate of $195. If additional hours are required for implementation that go beyond what is listed in this order form, a change order must be approved in writing by both parties and will be invoiced according to the $195 per hour rate.

Payment: Payment due upon signing of this contract.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

*****CHR Edition will be limited to current functionality in Civic HR.**

_____/Customer

By: _____

Name: _____

Title: _____

Date:_____

Address: _____

Criterion Inc.

By: _____

Name: _____

Title: _____

Date:_____

Lumpkin County, Georgia

Sheriff

Date: July 11, 2023

Agenda Item: 2023-077 Axon Body 3 Cameras Services Agreement and Axon Taser 7 Contract *(Sheriff Stacy Jarrard)*

Item Description: Agreement and contract with Axon for renewal of Body 3 Cameras for an additional 5 years and consideration to combine with the Taser 7 contract to get on same contract cycle and provide savings over the life of the contract.

Facts & Historical Information: Lumpkin County Sheriff's Department is looking into entering into an agreement with AXON to renew the Body 3 cameras while combining existing contract for Taser 7. The use of these body cameras over the last five years has been beneficial to LCSO in many ways. The use of these cameras has provided us with vital information that has been used for evidence in cases as well as transparency to the public on Deputy compliance and professionalism. Body camera footage is used for training as well to help us provide our county with deputies who are more prepared for situations and can maintain and unbiased opinion while acting as professional and appropriately as possible.

LCSO entered a contract with AXON for the Taser 7 approximately 4 years ago. During this time the deputies were provided a tool to control individuals that could pose a threat to them and others in the community that was reliable and effective. The Taser 7 has been an important tool to the Deputies and Detention Officers in providing a defensive weapon they can rely on before a situation can escalate to one that could require deadly force. Lumpkin County Sheriff Office Staff recommends the approval of the contract renewal with AXON for the Body 3 Cameras as well as combining it with the Taser 7 contract.

Renewal terms of 5 years

Option to bundle Body Cameras and Taser 7 to provide savings that average $49,909.36 per year with a total savings of $249,586.80 over the 5-year contract. Transfer credit for goods and services of the remaining Taser 7 contract totaling $103,104.00.

Potential Courses Of Action: 1. The Board could accept the proposed contract and agreement with AXON which would continue to provide this agency with valuable resources to an officer's daily encounters and to provide an additional investigative resource.

2. The Board could choose to not accept the proposed contract and agreement with AXON.

Budget Impact: The agency shall pay a total of $663,727.20 over the 5-year contract. Initial payment will be due August 2023 of $124.867.04 and will be billed yearly at the amount of $134,715.04 over the length of the contract. The remaining payments of the Taser 7 contract would go unpaid.

Staff Recommendation: The recommendation of Sheriff Office staff is to grant the proposed contract and agreement. In which Axon Body3 Cameras and Taser 7 will be used daily in every day investigation and apprehension of suspects as well as, to assist and compliment officers in the performance of their duties.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-472313-45104.699DP

Issued: 06/27/2023

Quote Expiration: 07/31/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 322558
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
385 E Main St 385 E Main St Dahlonega, GA 30533-0504 USA	Lumpkin County Sheriff's Office - GA 99 Courthouse Hl Dahlonega GA 30533-0541 USA Email:	Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Deanna Williams Phone: (706) 864-0414 Email: deanna.williams@lumpkincounty.gov Fax: (706) 864-1032

Quote Summary

Program Length	60 Months
TOTAL COST	$663,727.20
ESTIMATED TOTAL W/ TAX	$663,727.20

Discount Summary

Average Savings Per Year	$49,909.36
TOTAL SAVINGS	$249,546.80

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	$124,867.00	$0.00	$124,867.00
Aug 2024	$134,715.05	$0.00	$134,715.05
Aug 2025	$134,715.05	$0.00	$134,715.05
Aug 2026	$134,715.05	$0.00	$134,715.05
Aug 2027	$134,715.05	$0.00	$134,715.05
Total	**$663,727.20**	**$0.00**	**$663,727.20**

Quote Unbundled Price:	**$913,274.00**
Quote List Price:	**$816,359.00**
Quote Subtotal:	**$663,727.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			$1.00	($77,094.00)	($77,094.00)	$0.00	($77,094.00)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($26,010.00)	($26,010.00)	$0.00	($26,010.00)
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	60	$183.34	$183.34	$0.00	$0.00	$0.00	$0.00
CoreBundle	Core Bundle	50	60	$211.51	$179.00	$179.00	$537,000.00	$0.00	$537,000.00
BWCUwTAP	BWC Unlimited with TAP	25	60	$98.17	$98.58	$98.58	$147,870.00	$0.00	$147,870.00
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	60	$283.34	$283.34	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
AB3MBD	AB3 Multi Bay Dock Bundle	8			$1,638.90	$1,638.90	$13,111.20	$0.00	$13,111.20
AB3C	AB3 Camera Bundle	50			$749.00	$749.00	$37,450.00	$0.00	$37,450.00
AB3C	AB3 Camera Bundle	25			$749.00	$749.00	$18,725.00	$0.00	$18,725.00
A la Carte Software									
12024	AXON AIR, MOBILE STREAMING LICENSE	1	60		$200.00	$0.00	$0.00	$0.00	$0.00
100112	AXON AIR, E.COM PILOT DATA LIC	4	60		$30.00	$0.00	$0.00	$0.00	$0.00
ProLicense	Pro License Bundle	5	60		$39.00	$42.25	$12,675.00	$0.00	$12,675.00
A la Carte Services									
12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4			$200.00	$0.00	$0.00	$0.00	$0.00
12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
Total							**$663,727.20**	**$0.00**	**$663,727.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	28	08/01/2023
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	55	08/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	28	08/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	55	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	25	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	50	08/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	08/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	08/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	08/01/2023
Core Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	50	08/01/2023
Core Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	08/01/2023
Core Bundle	20018	TASER BATTERY PACK, TACTICAL	60	08/01/2023
Core Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	08/01/2023
Core Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	44	08/01/2023
Core Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	6	08/01/2023
Core Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	08/01/2023
Core Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	08/01/2023
Core Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	08/01/2023
Core Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	08/01/2023
Core Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	100	08/01/2023
Core Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	100	08/01/2023
Core Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	08/01/2023
Core Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	08/01/2023
Core Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/01/2023
Core Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/01/2023
Core Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	100	08/01/2023
Core Bundle	74200	TASER 6-BAY DOCK AND CORE	1	08/01/2023
Core Bundle	75015	SIGNAL SIDEARM KIT	50	08/01/2023
Core Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/01/2023
Core Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/01/2023
Core Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	08/01/2024
Core Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	08/01/2024
Core Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	08/01/2025
Core Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	08/01/2025
Core Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	100	08/01/2025
Core Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	100	08/01/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	25	02/01/2026
Core Bundle	73309	AXON CAMERA REFRESH ONE	51	02/01/2026
Core Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	02/01/2026

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Core Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	08/01/2026
Core Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	08/01/2026
Core Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	08/01/2027
Core Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	08/01/2027
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	25	08/01/2028
Core Bundle	73310	AXON CAMERA REFRESH TWO	51	08/01/2028
Core Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	1	09/01/2023	08/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	09/01/2023	08/31/2028
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	09/01/2023	08/31/2028
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	1	09/01/2023	08/31/2028
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	1	09/01/2023	08/31/2028
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	1	09/01/2023	08/31/2028
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	25	09/01/2023	08/31/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	09/01/2023	08/31/2028
Core Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	50	09/01/2023	08/31/2028
Core Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	09/01/2023	08/31/2028
Core Bundle	73449	RESPOND DEVICE LICENSE	50	09/01/2023	08/31/2028
Core Bundle	73682	AUTO TAGGING LICENSE	50	09/01/2023	08/31/2028
Core Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	150	09/01/2023	08/31/2028
Core Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	50	09/01/2023	08/31/2028
Core Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	09/01/2023	08/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	09/01/2023	08/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	09/01/2023	08/31/2028
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	4	09/01/2023	08/31/2028
A la Carte	12024	AXON AIR, MOBILE STREAMING LICENSE	1	09/01/2023	08/31/2028

Services

Bundle	Item	Description	QTY
Core Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Core Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Core Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Core Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Core Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Core Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Core Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Core Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Core Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Core Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Core Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	50
Core Bundle	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1

Services

Bundle	Item	Description	QTY
A la Carte	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	25	09/01/2023	08/31/2028
Core Bundle	80464	EXT WARRANTY, CAMERA (TAP)	50	09/01/2023	08/31/2028
Core Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	09/01/2023	08/31/2028
Core Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	60	08/01/2024	08/31/2028
Core Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	50	08/01/2024	08/31/2028
Core Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	08/01/2024	08/31/2028
Core Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/01/2024	08/31/2028
Core Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/01/2024	08/31/2028

Payment Details

Aug 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	4	$0.00	$0.00	$0.00
Year 1	100552	TRANSFER CREDIT - GOODS	1	($14,503.69)	$0.00	($14,503.69)
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,893.26)	$0.00	($4,893.26)
Year 1	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	$0.00	$0.00	$0.00
Year 1	12024	AXON AIR, MOBILE STREAMING LICENSE	1	$0.00	$0.00	$0.00
Year 1	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4	$0.00	$0.00	$0.00
Year 1	AB3C	AB3 Camera Bundle	50	$7,045.47	$0.00	$7,045.47
Year 1	AB3C	AB3 Camera Bundle	25	$3,522.73	$0.00	$3,522.73
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,466.61	$0.00	$2,466.61
Year 1	BWCUwTAP	BWC Unlimited with TAP	25	$27,818.78	$0.00	$27,818.78
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 1	CoreBundle	Core Bundle	50	$101,025.81	$0.00	$101,025.81
Year 1	ProLicense	Pro License Bundle	5	$2,384.55	$0.00	$2,384.55
Total				**$124,867.00**	**$0.00**	**$124,867.00**

Sep 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Invoice Upon Fulfillment	CoreBundle	Core Bundle	50	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Aug 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	4	$0.00	$0.00	$0.00
Year 2	100552	TRANSFER CREDIT - GOODS	1	($15,647.58)	$0.00	($15,647.58)
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($5,279.18)	$0.00	($5,279.18)
Year 2	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	$0.00	$0.00	$0.00
Year 2	12024	AXON AIR, MOBILE STREAMING LICENSE	1	$0.00	$0.00	$0.00
Year 2	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4	$0.00	$0.00	$0.00
Year 2	AB3C	AB3 Camera Bundle	50	$7,601.13	$0.00	$7,601.13
Year 2	AB3C	AB3 Camera Bundle	25	$3,800.57	$0.00	$3,800.57
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,661.15	$0.00	$2,661.15
Year 2	BWCUwTAP	BWC Unlimited with TAP	25	$30,012.79	$0.00	$30,012.79
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 2	CoreBundle	Core Bundle	50	$108,993.56	$0.00	$108,993.56
Year 2	ProLicense	Pro License Bundle	5	$2,572.61	$0.00	$2,572.61
Total				**$134,715.05**	**$0.00**	**$134,715.05**

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	4	$0.00	$0.00	$0.00
Year 3	100552	TRANSFER CREDIT - GOODS	1	($15,647.58)	$0.00	($15,647.58)
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($5,279.18)	$0.00	($5,279.18)
Year 3	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	$0.00	$0.00	$0.00
Year 3	12024	AXON AIR, MOBILE STREAMING LICENSE	1	$0.00	$0.00	$0.00
Year 3	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4	$0.00	$0.00	$0.00
Year 3	AB3C	AB3 Camera Bundle	50	$7,601.13	$0.00	$7,601.13
Year 3	AB3C	AB3 Camera Bundle	25	$3,800.57	$0.00	$3,800.57
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,661.15	$0.00	$2,661.15
Year 3	BWCUwTAP	BWC Unlimited with TAP	25	$30,012.79	$0.00	$30,012.79
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 3	CoreBundle	Core Bundle	50	$108,993.56	$0.00	$108,993.56
Year 3	ProLicense	Pro License Bundle	5	$2,572.61	$0.00	$2,572.61
Total				**$134,715.05**	**$0.00**	**$134,715.05**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	4	$0.00	$0.00	$0.00
Year 4	100552	TRANSFER CREDIT - GOODS	1	($15,647.58)	$0.00	($15,647.58)
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($5,279.18)	$0.00	($5,279.18)
Year 4	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	$0.00	$0.00	$0.00
Year 4	12024	AXON AIR, MOBILE STREAMING LICENSE	1	$0.00	$0.00	$0.00
Year 4	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4	$0.00	$0.00	$0.00
Year 4	AB3C	AB3 Camera Bundle	50	$7,601.13	$0.00	$7,601.13
Year 4	AB3C	AB3 Camera Bundle	25	$3,800.57	$0.00	$3,800.57
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,661.15	$0.00	$2,661.15
Year 4	BWCUwTAP	BWC Unlimited with TAP	25	$30,012.79	$0.00	$30,012.79
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 4	CoreBundle	Core Bundle	50	$108,993.56	$0.00	$108,993.56
Year 4	ProLicense	Pro License Bundle	5	$2,572.61	$0.00	$2,572.61
Total				**$134,715.05**	**$0.00**	**$134,715.05**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	4	$0.00	$0.00	$0.00
Year 5	100552	TRANSFER CREDIT - GOODS	1	($15,647.58)	$0.00	($15,647.58)
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($5,279.18)	$0.00	($5,279.18)
Year 5	12015	AXON AIR, DRONESENSE IN-PERSON TRAINING	1	$0.00	$0.00	$0.00
Year 5	12024	AXON AIR, MOBILE STREAMING LICENSE	1	$0.00	$0.00	$0.00
Year 5	12326	AXON AIR, DPGS PART 107 TRAINING: 2 YR ACCESS	4	$0.00	$0.00	$0.00
Year 5	AB3C	AB3 Camera Bundle	50	$7,601.13	$0.00	$7,601.13
Year 5	AB3C	AB3 Camera Bundle	25	$3,800.57	$0.00	$3,800.57
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,661.15	$0.00	$2,661.15

Aug 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	BWCUwTAP	BWC Unlimited with TAP	25	$30,012.79	$0.00	$30,012.79
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 5	CoreBundle	Core Bundle	50	$108,993.56	$0.00	$108,993.56
Year 5	ProLicense	Pro License Bundle	5	$2,572.61	$0.00	$2,572.61
Total				**$134,715.05**	**$0.00**	**$134,715.05**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00023218 and #00018692 (originated via Q-208659 and Q-161455) and is terminating that contract upon the new license start date (9/1/2023) of this quote. The parties agree that Axon is granting a refund of $103,104.00 to refund paid, but undelivered services. This discount is based on a ship date range of 8/1/2023-8/15/2023, resulting in a 9/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Signature

Date Signed

6/27/2023

Lumpkin County, Georgia

Special Projects

Date:	July 11, 2023
Agenda Item:	2023-078 2023 LMIG Contract Amendment 2 – Colditz Trucking *(Special Projects Manager Charles Trammell)*
Item Description:	Recommendation to add an additional road to the 2023 LMIG list.
Facts & Historical Information:	On January 26, 2023, Lumpkin County received bids for the resurfacing of various county roads under the LMIG program. Six companies submitted bids on these projects, and the low bidder was Colditz Trucking and Paving. This contract was amended (Amendment 1) in March 2023. There is one additional road that staff is requesting to be paved in 2023. Colditz has agreed to amend the LMIG contract (Amendment 2) and resurface the road at the bid price. Amending the contract will save the inflationary increases plus the cost of advertising and bidding the project. There are 2019 TSPLOST funds available for this project.
Potential Courses Of Action:	A. Amend the contract. B. Do not amend the contract and bid the road. C. Do not amend the contract and do not resurface the road.
Budget Impact:	The expected cost to resurface the road is $256,670. Previously approved roads were completed under budget by ~$165,000. The ~$100,000 in additional funding can be paid from the 2019 TSPLOST program and is included on the agenda as a Work Plan amendment.
Staff Recommendation:	Course of Action A

EXHIBIT 'A'

Amendment No. 2 Road List

ROAD NAME	START	END	WIDTH (ft.)	LENGTH (mi.)
Garnett School Rd	Cavender Creek Rd	Town Creek Church Rd	19	2.00

Lumpkin County, Georgia

County Clerk

Date:	July 11, 2023
Agenda Item:	Alcoholic Beverage License - Buckley Farms & Vineyard *(County Clerk Melissa Witcher)*
Item Description:	This is for the issuance of an alcoholic beverage license for farm wines consumption on premises and package sales for off premises located at 427 Castleberry Bridge Road, Dawsonville, GA 30534.
Facts & Historical Information:	Kevin Buckley is applying for Buckley Farm & Vineyard to obtain a farm wines consumption on premises and package sales for off premises alcoholic beverage license to operate a tasting room.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Budget Impact:	
Staff Recommendation:	Approve the alcoholic beverage license.

Lumpkin County, Georgia

Development Authority

Date: July 11, 2023

Agenda Item: Amendment 1: Yahoola Creek Reservoir Master Plan Map (*Community & Economic Development Director, Rebecca Mincey*)

Item Description: The Yahoola Creek Reservoir Master Plan was adopted on January 5, 2021. Staff has been working on implementing the suggestions outlined in the plan.

Amendment 1 shows an updated map with the following suggested changes.

1. New trail system reflective of the existing trail and the recent DNR Recreational Trail Program project
2. Renaming Mountain Bike Trail Network to Trailhead with pavilion and restroom facilities added

The Amendment also cleans up other parts of the map that were too busy or highlighted existing amenities.

1. Removal of all additional conceptual hiking and mountain biking trail lines
2. Removal of Wimpy Mill, Connection to Downtown, Dam Access, Existing Boat Launch
3. Removal of suggested detention ponds

Facts & Historical Information:

Potential Courses Of Action:

a. Approve the Amendment as presented
b. Approve the Amendment with suggested revisions
c. Do not approve the Amendment
d. Provide staff another course of action

Budget Impact: None

Staff Recommendation:

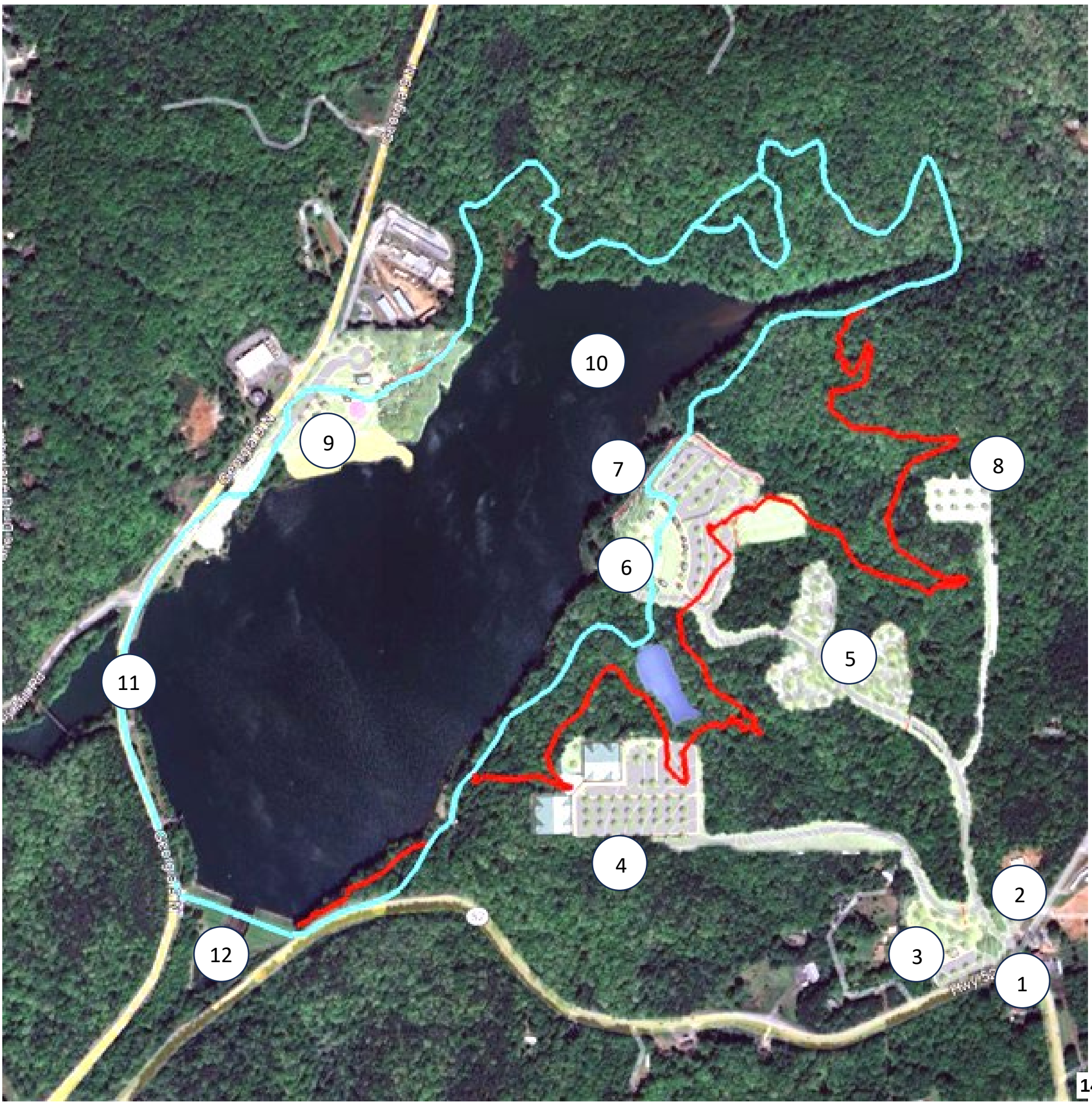
a. Approve the Amendment as presented

Amendment 1: Yahoola Creek Reservoir Master Plan Map

July 18, 2023

1. Entrance from Rock House Road
2. Visitor Welcome Center*
3. Upland Trail Network*
4. Conference Center & Lodge *
5. RV Camping Areas *
6. Amphitheater *
7. Water Recreation Area *
8. Trailhead
   i. Parking
   ii. Other facilities – pavilion, restroom
9. Roadside Park *
10. Zip-Line Facility *
11. Pedestrian Bridge *
12. Yahoola Creek Park Connection *

** See original master plan for details*



Lumpkin County, Georgia

Board of Commissioners

Date: July 11, 2023

Agenda Item: Lumpkin County Veterans Affairs Committee Request to Solicit Funds for a Vietnam Veterans Memorial *(William Poole)*

Item Description: This is a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Garden.

Facts & Historical Information: Once we have solicited sufficient funds to proceed with the design and manufacture of the Memorial, we will submit a more specific request for approval of the monument, including its measurements and a graphic showing the exact location at which it is intended to be located.

At this stage of our project, we have identified a Memorial company, West Memorials, in Memphis Tennessee and a Memorial design of which we believe that you and our community would be very proud. Attached are pictures and design measurements of two Memorials, one of which is the size of a similar memorial and the other is a reduced cost and size version. The size would be a maximum base size of 90"x 18"x 12" and a height of 78" for the largest version or for the smaller version a base size of 55"x14"x8" and a height of 48". Also attached is a picture of an alternative Memorial design.

It would be our intention to locate the Memorial in the currently open, grassy area to the left of the Park, as shown on the attached pictures.

It is not expected that the County will incur any expense in connection with this project, since we anticipate covering all costs from soliciting contributions.

We would very much appreciate your approval of this request so that we can proceed with soliciting contributions. We would then ask your final approval of the proposed monument and its location prior to final installation.

Thank you in advance for your consideration of our request.

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County Veterans Affairs Committee

Memorandum

To: Lumpkin County Board of Commissioners (BOC)

From: Lumpkin County Veterans Affairs Committee (LCVAC)

CC: County Manager, County Clerk, LCVAC members

Date: July 3, 2023

Commissioners,

1. As requested by the County Manager, this memorandum is intended to submit to the BOC a request for approval in concept of the LCVAC's desire to solicit funds to have designed and manufactured a Memorial in honor of Vietnam veterans and to place such Vietnam Memorial in the Lumpkin County Veterans Memorial Garden.
2. Once we have solicited sufficient funds to proceed with the design and manufacture of the Memorial, we will submit a more specific request for approval of the monument, including its measurements and a graphic showing the exact location at which it is intended to be located.
3. At this stage of our project, we have identified a Memorial company, West Memorials, in Memphis Tennessee and a Memorial design of which we believe that you and our community would be very proud. Attached are pictures and design measurements of two Memorials, one of which is the size of a similar memorial and the other is a reduced cost and size version. The size would be a maximum base size of 90"x18"x12" and a height of 78" for the largest version or for the smaller version a base size of 55"x14"x8" and a height of 48". Also attached is a picture of an alternative Memorial design.
4. It would be our intention to locate the Memorial in the currently open, grassy area to the left of the Park, as shown on the attached pictures.
5. It is not expected that the County will incur any expense in connection with this project, since we anticipate covering all costs from soliciting contributions.
6. We would very much appreciate your approval of this request so that we can proceed with soliciting contributions. We would then ask your final approval of the proposed monument and its location prior to final installation.
7. Thank you in advance for your consideration of our request.

Lumpkin County Veterans Affairs Committee

By: _____

William M. Poole, Chairman

WELCOME HOME VIETNAM VETERANS
DEDICATED TO THOSE YOUNG MEN AND WOMEN WHO GAVE THEIR YOUTH TO PRESERVE FREEDOM IN VIETNAM
THOSE WHO GAVE ALL IN VIETNAM:
JOHN E. MILLENDER
DAVID H. BROWN
CHARLES E. PUTNAM
FREDDIE K. MARTIN
WHO WILL REMEMBER THE VIETNAM WAR, FOUGHT FOR SO MANY YEARS?
YOUNG MEN DIED, MOTHERS CRIED, AND AT HOME THERE WERE NO CHEERS
WESTMEMORIALS.COM ©
800.508.6022

2481 BROAD AVENUE, MEMPHIS, TN 38112 LOCAL: 901.767.0026 FAX: 901.320.0007

WEST MEMORIALS

ORIALS © WEST MEMORIALS © WEST MEMORIALS © WEST MEMORIALS © W

Tablet: 45" x 8" x 48"

2481 BROAD AVENUE, MEMPHIS, TN 38112 LOCAL: 901.767.0026 FAX: 901.320.0007

147

WEST MEMORIALS

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Tablet: 45" x 8" x 48"

VIETNAM
WAR
1959-1975
HONORING
ALL WHO
SERVED
ARMY
NAVY
AIR FORCE
MARINE CORPS
COAST GUARD
REMEMBERING
THE NURSES
OF VIETNAM

UNKNOWN

Lumpkin County, Georgia

Finance

Date: July 11, 2023

Agenda Item: 2019 TSPLOST 2023 Work Plan Amendment *(Finance Director Abby Branan)*

Item Description: Request to amend the work plan on the 2019 TSPLOST.

Facts & Historical Information: The voters of Lumpkin County approved a referendum in March of 2019 for the imposition of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. This work plan covers the joint project, county paving projects on various county roads and equipment for the road department. The proposed work plan was prepared with Public Works staff and is attached for reference.

02/01/23 Approved Amendment:

Funding for surfacing 4 roads, which will be bid and brought to the BOC as a contract at a future meeting. $601,581
Funding for resurfacing 9 roads, which will be brought to the BOC as a contract amendment in March. $925,916
Total funding requested: $1,527.497

07/11/23 Proposed Amendment

The cost of resurfacing 1 additional road is $256,670. Previously completed TSPLOST road projects were completed under budget by ~$165,000. Staff is requested additional funding of $100,000 to complete the additional road.

Potential Courses Of Action:
A. Approve this plan as presented.
B. Amend this plan as presented. The Board could choose to approve only a portion or make additions to the plan as presented.
C. Not approve the work plan amendment.

Budget Impact: Having the program adopted ensures we are able to cash flow projects and keep the TSPLOST program on track. Having an approved, or even an amended plan also helps keep us in compliance and in a favorable standing for our audit, as we have a complete and accurate record of the decisions of the Board in relation to the Road Maintenance & Improvement Tax (TSPLOST) program.

Staff Recommendation:

LUMPKIN COUNTY
2019 TSPLOST

2023 WORK PLAN
AS PROPOSED JULY 11, 2023

ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

"Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed five (5) years and for the raising of an estimated amount of $15,000,000 for transportation purposes?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Lumpkin County in the principal amount of $11,910,000 for the purpose of funding County Projects, a joint County Project and City Project, capitalized interest on the debt and the costs of issuing the debt.

If the imposition of the tax is approved by the voters in the City of Dahlonega, such vote shall also constitute approval of the issuance of general obligation debt of the City of Dahlonega in the principal amount of $2,160,000 for the purpose of funding City Projects, capitalized interest on the debt and the costs of issuing the debt."

2019 TSPLOST PROJECTS

A1	Joint – Lumpkin County & City of Dahlonega
B1	Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements
B2	Road Maintenance Equipment

LUMPKIN COUNTY 2019 TSPLOST

• 2019 TSPLOST Referendum	$15,000,000
• Joint Project	$ 4,000,000
• Lumpkin County Share	$ 8,690,000
• City of Dahlonega Share	$ 2,310,000
• Program to Date Collections	$17,516,089
• Remaining Collections (estimated)	$ 0
• Pro-rata 2019 TSPLOST Collections	$17,516,089
• Joint Project	$ 4,000,000
• Lumpkin County Share	$10,677,710
• City of Dahlonega	$ 2,838,379

2019 TSPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 5 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	$ 1,170,532	Actual
YR2	2020	$ 2,437,269	Actual
YR3	2021	$ 2,927,116	Actual
YR4	2022	$ 3,349,901	Actual
YR5	2023	$ 792,892	Actual
YR6 (6 mo.)	2024	$ 0	Actual
TOTAL		$10,677,710	

2019 TSPLOST PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	$6,844,300
B2	Road Maintenance Equipment	$1,845,700
Total Projected 2019 TSPLOST Program		$12,690,000

2019 TSPLOST PROGRAM – PROPOSED YR 5 – 2023 PROJECTS

Proposed Projects	Expended PTD	Encumbered	07.11.23 Requests	**2023 Approved**
A1 – Joint Project	751,779			
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	7,027,266	3,607,062	0	665,000
B1 - 02.07.23 Request for additional paving	0	0	0	1,527,497
B1 - 02.07.23 Request for additional paving	**0**	**0**	**100,000**	
B2 – Road Maintenance Equipment	1,082,198	55,567	0	48,000
Totals	**8,861,243**	**3,662,629**	**100,000**	**2,240,497**

Total LC Revenue - $13,837,710

Total Bond Closing Costs & Interest Expended - $358,529
Total Expended, Encumbered, & Requested - $12,623,872

DISCUSSION