

Business Online Enrollment Form

By signing below the Company represents and warrants that:

- 1. The Company has read the Business Online Banking Agreement.
2. Company agrees to the terms and conditions of said Agreement.
3. Company authorized the Online Banking enrollment form to be completed as the form is completed below including designation of the Administrative user with all authorities and rights that an Administrative user is entitled.
4. The individual(s) signing below for Company has all requisite authority to sign on behalf of Company.
5. Upon execution of this Business Online Enrollment Form by the individual signing below, the Agreement and the Disclosure will be binding on the Company.

COMPANY INFORMATION (all fields are required)

Company Name

Tax ID Number

DESIRED SERVICE* (select the service(s) you want to enroll in as defined on the last page; fees may apply)

- Basic Business Bill Pay Online Wire Transfers Treasury Services (contact your Treasury Services rep)

DESIRED FEATURES

Would you like to link other First Bank accounts to your company profile? If yes, please complete a Related Accounts Amendment. Yes No

Do you require Dual Approval for Online Funds Transfers or Withdrawals? If yes, at least two users must be set up. Yes No

Would you like to make deposits using First Bank's Mobile App? If yes, each online user must enroll and accept additional Terms & Conditions. Yes No

COMPANY AUTHORIZED SIGNERS

Authorized Signature

Date

Printed Name

Title

Authorized Signature

Date

Printed Name

Title

Make sure to complete page 2 and 3 to setup your users. Please complete a new Business Online User Amendment for each additional user that needs online banking access.

Send your completed form to:

Fax | 910-576-5023

Email | BusinessSupport@LocalFirstBank.com

Mail | If mailing, please send to the nearest branch, or the branch where the account was opened.

Have questions? Call Business Support at 866-435-7208 from 8:00 am - 6:00 pm Monday thru Friday.

Business Online User Amendment Form

COMPANY INFORMATION (all fields are required)			
_____		_____	
Company Name		Tax ID Number	
USER INFORMATION (all fields are required) <input type="checkbox"/> Add User <input type="checkbox"/> Modify User <input type="checkbox"/> Delete User			
_____		_____	
Name		Work Phone	
_____		_____	
Email		Cell Phone	

Desired User ID			
<i>Please select a User ID between 1-15 characters. It may contain all letters or a combination of letters and numbers and cannot contain spaces. Please select a User ID that you can remember, as you will use this User ID once your account is activated.</i>			
Is this user an Administrative User? Administrative Users have full rights to all accounts and any other related accounts/subsidiaries added in the future.			<input type="checkbox"/> Yes <input type="checkbox"/> No
ACCOUNTS			
Access to all accounts for the above TIN? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, proceed to Payments and Transfer Options.			
If No, enter account numbers below and choose all that apply (View, Deposit, Withdraw)			
Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw	Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw	Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw	Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw	Account #:	<input type="checkbox"/> View <input type="checkbox"/> Deposit <input type="checkbox"/> Withdraw
PAYMENT AND TRANSFER OPTIONS			
Allow User to Transfer Funds between accounts	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, <input type="checkbox"/> Create Transfer <input type="checkbox"/> Approve Transfer <input type="checkbox"/> Cancel Transfer	
Allow User access to Tax Payments	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, <input type="checkbox"/> Create Transfer <input type="checkbox"/> Approve Transfer <input type="checkbox"/> Cancel Transfer	

Allow User access to Payroll Processing	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, <input type="checkbox"/> Create Transfer <input type="checkbox"/> Approve Transfer <input type="checkbox"/> Cancel Transfer
Allow User access to ACH Payments	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, <input type="checkbox"/> Create Transfer <input type="checkbox"/> Approve Transfer <input type="checkbox"/> Cancel Transfer
Allow User access to Collections Processing	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, <input type="checkbox"/> Create Transfer <input type="checkbox"/> Approve Transfer <input type="checkbox"/> Cancel Transfer
Allow User access to Wire Transfers	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, <input type="checkbox"/> Create Transfer <input type="checkbox"/> Approve Transfer <input type="checkbox"/> Cancel Transfer
Allow User access to Business Bill Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Admin User Business Bill Pay*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>*If using Business Bill Pay, one admin user must be designated.</i>
Allow User access to all Payment Templates	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Allow User access to Manage Recipients	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MISCELLANEOUS OPTIONS		
Allow User to submit deposits using First Bank's Mobile App	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Allow User to submit Change of Address request	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Allow User access to Online Statements	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Allow User to submit Stop Payments	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Allow User to submit Check Re-Orders	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Allow User access to Positive Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Business Online Banking Agreement

This Business Online Banking Agreement ("Agreement") is between First Bancorp ("First Bank") and the company identified on the signature page set forth on page 1 hereof ("Company"). This Agreement (including any amendments hereto) governs services and electronic funds transfers via Online Banking. By signing the Business Online Enrollment form on page 1 hereof, the Company agrees to be bound by the terms and conditions of this Agreement.

1. **Eligibility for Online Banking.** To be eligible for Online Banking, Company must (a) agree to be bound by the terms of the Agreement, (b) complete all the blanks on the Online Banking Enrollment form set forth on page 1 hereof unless a blank is clearly designated as optional (an asterisk on the enrollment form indicates required information), (c) sign and date the enrollment form and return it to First Bank's Cash Management Department, Attention Online Banking, (d) get Online Banking access codes, (e) have a computer with Internet access, and (f) have at least one demand deposit account at First Bank. By using Online Banking, Company agrees that it is bound by the terms and conditions of this Agreement.
2. **Authorization.** Company represents and warrants that all transactions via Online Banking using Company's access codes, or which purport to have been transmitted or authorized by Company, are authorized. First Bank has no obligation to verify, by telephone or by any other means, any transaction request.
3. **Authorized Company Representative.** Company agrees that anyone using Company's access codes is authorized by Company to access information on Accounts (as defined below) and to initiate bill payments and internal and external transfers via Online Banking. Company assumes full responsibility for and agrees that First Bank has no liability whatsoever for any and all use of Online Banking by anyone using Company's access codes. Company agrees that First Bank has no liability to Company or any other person or entity for any breach of security by Company, by Company's Administrative User (as designated on the Business Online Enrollment page), by Company's employees, agents or representatives, or by anyone using Company's access codes. Company agrees that First Bank has no liability for unauthorized disclosure, unauthorized use of Online Banking, or misuse of Online Banking or Accounts by Company, by Company's Administrative User, by Company's employees, agents or representatives, or by anyone using Company's access codes.
4. **Online Banking.** Subject to conditions set forth herein, Company can use Online Banking to (a) view balances on Company's demand deposit account(s) at First Bank ("Account", "Account(s)", or "Accounts"), (b) view recently cleared transactions on Accounts, (c) transfer funds between Accounts, (d) transmit stop payment instructions on a check written on an Account, (e) view images of cleared checks, (f) transfer funds to and from deposit accounts at other financial institutions if Company signs the ACH or Wire Transfer Amendment(s) and designates a settlement account, and (g) pay bills from a designated bill payment funding account. First Bank may expand or restrict the uses of Online Banking.
5. **Access to Online Banking.** Online Banking is available 24 hours a day, 7 days a week, except during routine maintenance, application of modifications or updates, downtimes due to circumstances beyond First Bank's control, or times when software, hardware, electronic devices, communications lines, networks, telephones, computer, modem, electricity, air conditioning, etc., are not working properly.
6. **Ownership of Online Banking and Security Measures.** Company recognizes that First Bank owns Online Banking and that First Bank may use third parties to provide some Online Banking services. Company agrees not to disclose any proprietary information regarding Online Banking and the related processing systems to anyone, other than First Bank or the third party processors. Company agrees to comply with security and recognition procedures (for example, access codes) established from time to time by First Bank. Company acknowledges that security measures are implemented to guard against unauthorized use of Online Banking. Company agrees to maintain the confidentiality of all access codes which it adopts or that are assigned to it by First Bank and to take other necessary and appropriate measures to prevent unauthorized access to Online Banking and to the Account(s). Company is required to notify First Bank immediately, by telephone and in writing, if it believes that its user access codes may be known to an unauthorized person or that an unauthorized person may be able to access Online Banking or Company Account(s). Telephone notice shall be given by calling 1-866-435-7208 during regular business hours (Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time, excluding holidays). Upon such notice, or if First Bank otherwise deems necessary, First Bank has a right to require Company to change user access codes. If Company refuses to do so, First Bank has the right to immediately terminate Company's access to Online Banking or to take other appropriate action.
7. **Designated Administrative User.** The Designated Administrative User is the person designated by Company to distribute Company's access code, to work with First Bank and answer First Bank's questions, and to make decisions on behalf of Company relative to Online Banking and this Agreement. The Designated Administrative User and Company's deposit accounts that may be accessed by Company under this Agreement may be changed if Company submits an appropriate Company resolution to First Bank.
8. **Internal Transfers.** Transfers may be scheduled to occur in the future or on a recurring basis. Online Banking sets a maximum future date and recurring frequencies for internal transfers, each of which is subject to change. Transfers between Account(s) initiated via Online Banking, and received by 7:00 p.m. Eastern Time, Monday through Friday will be effective on the current Business Day. Transfers between Account(s) initiated via Online Banking, and received after 7:00 p.m. Eastern Time Monday through Friday, or all day Saturday, Sunday, and banking holidays will be effective the following Business Day. Company is responsible for reviewing the statuses of its

Accounts, including their remaining balances. Company agrees to use Online Banking to confirm the completion of transfers. We are not required to notify you that any transfer cannot be completed due to insufficient funds. You acknowledge that you may incur NSF fees for any transfer instruction that causes an overdraft in any Account

9. **Bill Payments.** Bill payments may be initiated from a bill payment funding account on an automatic, recurring basis or a one time basis. To transmit a bill payment instruction, Company must supply the information specified on Online Banking including, but not limited to, the date on which Company wants the payee to receive payment (the "scheduled payment date"). The scheduled payment date must be no less than 4 Business Days before the actual due date (not the late date and/or a date during a grace period). Bill payment cannot be used to pay a tax payment, a court ordered payment, or a payee outside of the United States.
10. **Mobile Banking Service**
 - a. **General.** The Mobile Banking Service allows you to perform various functions, including viewing Account balances and transaction information, bill payments and transferring funds, and making deposits to your checking, savings, or money market accounts (see Consumer & Small Business Mobile Check Deposit Agreement for details).
 - b. **Limits.** When depositing funds through First Bank Mobile Banking, you may deposit up to \$2,500 per item or \$10,000 per month. (see Consumer Small Business Mobile Check Deposit Agreement for details).
 - c. **Ineligible Items.** A list of items considered to be ineligible for mobile deposit can be found in the Consumer and Small Business Mobile Check Deposit Agreement.
 - d. **Equipment Requirements.** You must have email access for certain services. You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider. Your wireless or Internet service provider may charge additional fees.
 - e. **Security.** We do not "store" confidential or sensitive information such as User IDs, Passwords, or Account numbers on your wireless device in connection with the Services. You should safeguard your wireless device, as well as your User ID and Password, against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your User ID and Password and uses it to access the Services.
 - f. **Licensing Terms for Users of Third-Party Software.** If you access the First Bank Mobile Banking service through software downloaded to or pre-loaded on your wireless device ("Software"), you agree to the following license terms ("Terms"):

First Bank and the third-party software providers reserve all rights to the copyrighted software not expressly granted herein. You may use the Software solely for accessing the Service subject to the Terms. You may not do any of the following with the Software: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information, and financial products or services made available to you via the Software.
11. **Advices/Statements; Notification of Error/Discrepancy.** First Bank shall provide Company with advices of debits and credits to the Accounts and/or with periodic statements of the Account showing debits and credits thereto, which advices and/or statements will provide Company with information reasonably identifying each payment order received from Company and executed by First Bank. Company shall examine advices and/or statements promptly upon receipt and notify First Bank in writing within a reasonable time, not to exceed 30 calendar days after Company receives the advice or statement, whichever is received first, of any unauthorized, duplicate, erroneous, or erroneously executed payment order or payment order communication. Company's failure timely to notify First Bank discharges First Bank of any obligation to pay interest on an amount that may be refundable. Furthermore, regardless of the care or lack of care of Company or First Bank, Company shall be precluded from asserting any claim against First Bank with respect to any payment order or payment order communication reasonably identified in an advice and/or statement provided by First Bank (or from otherwise objecting to any debit thereof to the designated account), unless Company notifies First Bank in writing of the error or discrepancy within 60 days from the date Company's earliest receipt of notification of such payment order or payment order communication. By this provision, the parties intend to shorten the absolute time period specified in NCGS §47-4A-505 if the designated account is subject to hold mail status. Company shall be deemed to have received statements, confirmation or notices when they are made available to Company at First Bank offices.
12. **Account Aggregation.** First Bank offers the ability to engage in certain account aggregation services through the use of designated third party providers. In order to be eligible for such functionality, you will be obligated to agree to, and be bound by, the terms and conditions of such third party provider. COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT: APPLICABLE THIRD PARTY PROVIDERS AND NOT FIRST BANK ARE PROVIDING THE ACCOUNT AGGREGATION SERVICES. COMPANY'S USE OF THE ACCOUNT AGGREGATION SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES)

INCLUDED IN OR ACCESSIBLE FROM THOSE SERVICES IS AT YOUR SOLE RISK. WITH RESPECT TO FIRST BANK, THOSE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

13. **Limitation of Warranties.** FIRST BANK MAKES NO REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH REGARD TO THE ONLINE BANKING SERVICE. FIRST BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE ACCOUNT AGGREGATION SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THOSE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
 - a. WITHOUT LIMITING THE FOREGOING, FIRST BANK MAKES NO WARRANTY THAT (i) THE ONLINE BANKING SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ONLINE BANKING SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
 - b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE BANKING SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FIRST BANK THROUGH OR FROM THE ONLINE BANKING SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS
14. **Limitation of Liability.** First Bank's duties and responsibilities are limited to those described in this Agreement and in any other agreement signed by Company and First Bank which specifically states that it is an amendment of this Agreement. First Bank will use reasonable care in performing its responsibilities under this Agreement but will only be responsible for any loss sustained by Company to the extent that such loss is caused by First Bank's gross negligence or willful misconduct. First Bank will not be responsible for liability, loss or damage resulting from any delay in the performance of or failure to perform or adequately perform any of its responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe, electrical or computer failure, acts or failures to act by Company or by third parties (including any third party processor), or any other cause beyond First Bank's reasonable control. First Bank will have no liability to Company for any punitive, compensatory, consequential, indirect, special or incidental damages regardless of whether First Bank had been advised of the possibility of such damages. The amount of damages, if any, recoverable for First Bank's gross negligence or willful misconduct shall be limited to the total amount of fees and charges paid by Company under this Agreement during the 30 calendar days preceding the alleged injury.
15. **Indemnification.** Company agrees to indemnify, defend and hold First Bank, its employees, agents, officers and directors harmless from and against all liability, cost and expense, including attorneys' fees, incurred by First Bank (a) in connection with this Agreement, with the performance by First Bank of its duties hereunder, or with the failure of First Bank to perform its duties hereunder or (b) arising out of any violation by Company of this Agreement or rights in Online Banking.
16. **Fees and Charges.** Company agrees to compensate First Bank in accordance with the fee schedule annexed hereto or otherwise furnished to Company. Company authorizes First Bank to charge its deposit account maintained by Company with First Bank, for such fees and charges. First Bank reserves the right to revise its fees and charges at any time on 30 days' prior written notice to Company. The notice will state the effective date of the revised fees and charges. If Company continues to use Online Banking after the effective date of the revision, Company agrees to the revision(s).
17. **Amendment.** First Bank may amend this Agreement on 30 days' prior written notice to Company. The notice will state the effective date of the amendment. If Company continues to use Online Banking after the effective date of the amendment, Company agrees to and is bound by the amendment.
18. **Change in Services and in Disclosure Information and Operating Instructions.** At its sole discretion, First Bank without prior notice to Company may modify the services provided under Online Banking by restricting, changing, adding, or discontinuing services and may modify any related information disclosures or operating instructions. If Company continues to use Online Banking after any modification, Company agrees to that modification.
19. **Termination.** Either party to this Agreement may terminate this Agreement on 30 days' prior written notice to the other party. Without prior notice to Company, First Bank may terminate this Agreement and/or the Company's right to use Online Banking if First Bank believes that Company or its Contact, employee(s) or agent(s) misused Online Banking, violated this Agreement, or improperly handled any Account or if Company closes all its Accounts. Despite termination, this Agreement shall remain in full force and effect as to all transactions which took place prior to termination, as shall the obligations of Sections 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, and 22 herein.
20. **Notices.** Notice under this Agreement, except as otherwise provided herein, shall be in writing and sent by hand delivery, facsimile, e-mail or first class mail, postage prepaid, return receipt requested. Notice sent by facsimile is deemed given when transmitted if the sender has written confirmation that the transmission was sent. Notice sent by e-mail to First Bank is deemed given when sent via Online Banking's secure messaging and read by a Bank Administrator. Notice to Company sent by e-mail is deemed delivered when the

e-mail is sent by First Bank. Notice sent by mail is deemed given 48 hours after it is mailed. Notice sent by hand delivery is deemed given when delivered to the address for hand delivery.

- a. Notice to Company shall be addressed if by mail to the mailing address for Company on file on First Bank’s system, if by hand delivery to the street address for Company on file on First Bank’s system; if by facsimile to fax number for Company on Company’s enrollment form and if by email to the email address listed on Company’s enrollment form.
 - b. Notice to First Bank shall be addressed if by mail to First Bancorp, Cash Management Department, P.O. Box 866 Troy, NC 27371, if by hand delivery to any First Bank branch, if by facsimile to 910-576-5023 or if by e-mail via BusinessSupport@LocalFirstBank.com.
 - c. Either party, upon notice to the other, may substitute facsimile or e-mail numbers or addresses for notices and, thereafter, notices are to be directed to those substitute addresses or facsimile or e-mail numbers.
21. **Governing Law.** This Agreement is governed by North Carolina law and applicable federal laws, regulations, and operating circulars.
 22. **Assignment.** This Agreement may not be assigned by Company without First Bank’s prior written consent. First Bank may assign some or all of its duties under this Agreement to another without the prior consent of Company. No person or entity not a party to this Agreement shall have any rights or interest in or to this Agreement. This Agreement shall be binding upon and for the benefit of Company, First Bank and any permitted assigns.
 23. **Entire Agreement.** This Agreement and the other agreements and documents referred to herein contain the entire understanding between Company and First Bank on the cash management services described in this Agreement. The Company acknowledges that it has a copy of the other agreements referred to herein (collectively “Other Agreements”) and represents that it has read and understands the Other Agreements. Company understands that First Bank has a right to amend the Other Agreements and agrees to read and to be bound by any such amendments. Company agrees that the other agreements (and amendments thereof) are a part of this Agreement and are incorporated by reference herein. The terms and conditions of this Agreement shall control over any inconsistent terms of the Deposit Account Agreement and amendments thereof.
 24. **Dispute Resolution; Waiver of Jury Trial; Limitation on Time to Start Arbitration.** The Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs this Agreement. Except as noted in this section, Company or First Bank may require that any dispute concerning this Agreement or the Account(s) or any aspect of Company’s relationship with First Bank involving a deposit account or product or any agreement referenced herein (“dispute about an Account”) be decided by binding arbitration held in Montgomery County, North Carolina under the commercial arbitration rules of the American Arbitration Association. To obtain a copy of those rules, visit the AAA’s web site at www.adr.org. The decision of the arbitrator will be binding. (If necessary for enforcement, judgment on the arbitrator’s decision shall be entered by the Superior Court of Montgomery County, North Carolina, and the losing party in the arbitration agrees and waives its right to object to entry of a judgment on the arbitrator’s decision.) Company and First Bank agree that arbitration of disputes about an Account will be started no later than one year after the dispute arose. The prevailing party shall be entitled to its costs, expenses, expert witness fees, and attorney’s fees actually incurred in connection with the arbitration and any court action to enforce the arbitration award. COMPANY AND FIRST BANK WAIVE THE RIGHT TO A JURY TRIAL.
 25. **Monitoring and Recording Phone Calls.** Company agrees that First Bank may, but is not required to, monitor and record phone calls about Online Banking and that First Bank may store written or electronic communication from Company.
 26. **Customer Service.** Telephone support is available toll-free at 1-866-435-7208 Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time (excluding holidays). Company may also contact Customer Service through Online Banking Secure Message addressed to “Business Customer Service.” First Bank generally responds to electronic mail inquiries within one Business Day of receipt.
 27. **Processing Funds Transfers and Stops.** Funds transfers transmitted via Online Banking on a First Bank Business Day up until the service Cutoff Time shown below will be processed that night. Funds transfers transmitted on a non-Business Day or after the service Cutoff Time shown below on a First Bank Business Day will be processed on the night of the next First Bank Business Day. For purposes of this Agreement, “Business Day” means Monday through Friday, except Federal Reserve holidays and Good Friday, and “Cutoff Time” means the times shown below.

Service Description	Cutoff Times (All times are Eastern Standard Time)
Internal Transfers	8:00 pm
ACH Transactions	5:00 pm
Wire Transfers	5:30 pm
Positive Pay Decisions	10:00 am
Electronic Tax Payments	5:00 pm
Mobile Check Deposit	6:00 pm

Services and Fees

BASIC SERVICES	No monthly fee	<ul style="list-style-type: none"> • View real-time balances • View cleared and pending transactions • View e-Statements • Initiate real-time transfers between accounts • View check images • Submit online stop payments • Download to Quicken/QuickBooks • Submit tax payments • Initiate bill pay payments • Manage bill pay users for dual approval 	\$35 per Stop Payment
MOBILE CHECK DEPOSIT	No monthly fee	<ul style="list-style-type: none"> • Make deposits using First Bank’s Mobile App <ul style="list-style-type: none"> ○ Deposit up to \$2,500 per item, \$10,000 per day, or \$10,000 per month (25 rolling business days) 	<ul style="list-style-type: none"> • First 5 checks free, then \$0.75 per check
ONLINE WIRE TRANSFERS	\$9.95 per month	<ul style="list-style-type: none"> • Initiate domestic wire transfers 	\$15.00 per wire transfer
EXTERNAL TRANSFERS	No monthly fee	<ul style="list-style-type: none"> • Transfer funds to and from First Bank and account at other Financial Institutions • Transfer up to \$5,000 per transfer or \$25,000 per month 	<ul style="list-style-type: none"> • \$1.50 per Outgoing Transfer • Free for Incoming Transfers
TREASURY SERVICES	For more information about ACH transaction processing, Positive Pay check fraud protection, Remote Deposit Capture, or account reconciliation, please contact your Treasury Services representative.		