

Business Banking Enrollment Form

Fax this form to Business Banking at (870) 238-6143
Or Email form to businessbanking@fnbwyne.com

COMPANY INFORMATION (please print)

Company Name:

Email Address:

TIN:

Phone:

Current address:

City:

State:

ZIP Code:

Business Structure: Sole Prop. LLC Association School District
 Partnership Corporation Municipality Government

ADMINISTRATIVE INFORMATION (please print)

First Name:

Middle Initial:

Last Name:

Title:

Email Address:

Day Phone:

Fax Number:

REQUESTED SERVICES:

Standard Service Features:

Basic Services*
(includes account information, balance, transaction history, and account transfers)

*Basic Service features are free of charge

Bill Payment Service:

Business Bill Pay*

*Bill Pay features are free of charge

Premium Service Features:

Wire Transfer ACH Origination

*Monthly service fee will be charged for the use of these services. Separate fee for each Wire Transfer applies. Please contact bank for details.

ACCOUNT FOR BILL PAYMENT (for Bill Payment Customers Only)

Please indicate which checking account number you would like to use for Bill Payment:

ACCOUNTS TO ACCESS THROUGH BUSINESS BANKING:

Account Number:

BY SUBMITTING THIS APPLICATION:

1. I acknowledge that I will read the following documents prior to using the service and by accessing the service I thereby agree to their terms and conditions. a) Business Banking and Disclosure Agreement; b) Automated Clearing House Agreement (if applicable); c) Wire Transfer Authorization Agreement (if applicable). The bank may amend the documents from time to time. 2. I will select a Company ID and Company Password for Business Banking to access specific accounts. 3. I agree to safeguard my Company ID and Company Password. I agree to notify First Financial Bank of Wynne immediately if my Company ID or Password is compromised. 4. All instructions delivered through the use of Business Banking will be deemed to be my written authorization to charge my accounts for the transaction(s) indicated. All transactions are subject to First Financial Bank's rules for my account.

Signature of applicant:

Date:

BANK USE ONLY: Approved by:

Entered by:

Verified by:



Business Banking and Disclosure Agreement

1. **Scope of this Agreement.** This Agreement sets forth the terms of the business banking services (“Services”) that “First Financial Bank” (“us” and “Bank”) makes available to its customers (“you”). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

2. **Services.** We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

3. **Equipment Maintenance**

a. **Virus Protection:** You should routinely scan your computer using a reliable virus detection product. Undetected and unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

b. **Firewalls:** You should also utilize a firewall, (hardware and/or software) especially if you have a broadband Internet connection such as DSL or cable modem.

c. **Patches:** You should periodically update your operating system and browser for critical security related patches.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY’S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

4. **Accounts.** Your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

You may appoint an individual (an “Administrator”) with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user’s authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to

wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

5. Fees. You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

6. Access to Account Data. Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

7. Information Processing and Reporting. We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

b. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

8. Reliance on Third Parties. Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

9. User Guides and Security Procedures. We may provide you with a User ID and/or passwords (collectively, a "Security Code"), and Token ID's to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, Token ID's, User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the

activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

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

10. Wire Transfer Service. If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions.

11. Automated Clearing House (“ACH”) Service. If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association (“NACHA”) (collectively, the “Rules”), as amended from time to time. You can obtain a copy of the Rules by contacting First Financial Bank.

You may initiate ACH debit entries only with the prior written authorization of the persons whose accounts are affected by such entries. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You will not submit ACH debit entries to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check entries are permitted under the Rules.

You agree to maintain sufficient collected and available funds in your account for a period of two business days prior to the settlement date to cover the amount of your transfers, as well as returned or reversed debit entries, adjustments, and other amounts owed to us under this Service. We may refuse an entry if there are not sufficient collected and available funds in your account on the date we initiate the transaction (up to two business days before an ACH settlement date) or on the settlement date. We will notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date the transaction was to be effected. We are not required to pay you interest on a rejected entry for the period from refusal of the entry to your receipt of the notice of refusal. If an entry is returned by the ACH, we may submit the entry back to you, adjust your account, and await further instructions. We may remake such entry, however, if the return is due to our error and we have sufficient data to remake the entry. You agree to retain and provide us with the necessary information to make such entries until midnight of the third business day following the settlement date.

Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

12. Book Transfer Service. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

13. Online Bill Payment Service. This Service allows you to obtain information about your accounts and transactions, and make payments to others.

a. **Bill Payments.** You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments.

b. **Eligible Payees.** We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

e. Our Bill Pay Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, our Bill Pay Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

13. **Account Reconciliation Service.** If you are approved for this Service, and you provide us with a list of the serial numbers and the exact amount (dollars and cents) of the checks that you issue, we will compare the list with the information that is encoded on items presented to us for payment against your designated account.

a. **Checks Covered by Service.** This Service applies to checks that are presented for payment to us through normal interbank clearings. It is not designed to compare your list of issued checks against items that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare your list with such items; we will not be liable for our failure or refusal to do so, however, even if we have done so on previous occasions.

b. **Security.** You agree to implement reasonable security procedures to assure that only your authorized employees have the ability to transmit check information to us for purposes of this Service.

14. **Positive Pay Service.** Account Reconciliation Service customers who participate in our Positive Pay Service can instruct us not to pay certain items presented against their accounts. If our Account Reconciliation reports of checks presented against your account matches the information you provide to us regarding the checks you have issued, you agree that we may treat the matching items as validly issued and properly payable, and that we may process such items for payment. If the information does not match, we will reject and return the non-matching items (unless you and we agree on another procedure).

a. **Exceptions.** We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. The Service does not apply to items that have been finally paid before the effective date of any listing or items that are not processed as part of the Account Reconciliation Service.

b. **Reliance on MICR Encoding.** We will not be obligated to verify signatures on any checks that match the information you provide. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on such a process and that the process will be deemed an acceptable standard of care for this Service and your account. You understand that the Service may not identify counterfeit or duplicate checks. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information we make available to you.

c. **Stale-Dated Checks.** We may pay stale-dated checks unless you place a stop payment order on such items or remove them from your list of checks approved for payment.

15. **Stop Payment Service.** You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

16. **Amending/Canceling a Transaction.** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to

indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

17. Notice of Returned Payments or Transfers. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

18. Transaction Limits and Safeguards. You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

19. Cutoff Hours. A number of our Services are subject to processing cutoff hours, 11:00 a.m. for Account Reconciliation exception item reporting; 2:00 p.m. for wire transfer orders; 4:00 p.m. for ACH transaction entries; and 4:00 p.m. for stop payment orders and internal book transfers. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

20. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

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

21. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

22. Arbitration. At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.

23. Statements and Notices. Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b)

unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes, Token ID or User Guide; or (d) other problems related to the Services. An immediate phone call to the bank at (870) 238-2361 is the best way to reduce any possible loss. You could lose all the money in your accounts.

24. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact customer service via one of the following methods:

1. Telephone us at (870) 238-2361 during customer service hours; and/or

2. Write us at:

First Financial Bank
P.O. Box 129
Wynne, Arkansas 72396 or

3. Send us a secure email through the Internet Banking Service.

Any bill payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment Service activity for a period of six consecutive months, Internet Banking accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

25. Miscellaneous Terms.

a. **Arkansas Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Arkansas, without reference to Arkansas's conflict of law provisions.

b. **Compliance with Laws.** You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

c. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.

d. **No Assignment.** We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.