

CUSTOMER APPLICATION AND AGREEMENT

Important Information for establishing a deposit relationship: To fight the funding of terrorism and money laundering activities, the Federal government requires financial institutions to obtain, verify, and record information that identifies each customer. When you establish a deposit relationship, we will ask for your name, address, date of birth and other information that allows us to identify you. We may also request your driver's license or other identifying documents.

PART 1: General Information: *Scanner will be shipped to this address.*

Customer or Company Name:		
SSN/EIN:		
Street Address:		
City:	State:	Zip:
Telephone Number:	Fax Number:	Email:

PART 2: Business Contact Information: *Complete only for business accounts.*

The primary contact will be the Administrator of the My Branch in a Box service. The Administrator will have access to ALL My Branch in a Box services. This person will be responsible for enabling and disabling additional users.

Primary Contact Name:		Title:
Telephone Number:	Fax Number:	Email:
Secondary Contact Name:		Title:
Telephone Number:	Fax Number:	Email:

PART 3: Service Specifics:

Please indicate The Bancorp Bank account(s) to which deposits should be credited:

If you just applied for a new account, that you want us to use, please specify the account type below:

New Accounts:

- Checking Account Savings Account

Existing Accounts:

- | | |
|---|--|
| <input type="checkbox"/> Checking Account Number: _____ | <input type="checkbox"/> Savings Account Number: _____ |
| Account Title: _____ | Account Title: _____ |
| <input type="checkbox"/> Checking Account Number: _____ | <input type="checkbox"/> Savings Account Number: _____ |
| Account Title: _____ | Account Title: _____ |

PART 4: Customer Authorization:

The My Branch in a Box service is subject to all rules and regulations adopted by The Bancorp Bank. My signature acknowledges acceptance of the attached "My Branch in a Box" agreement as well as the terms and conditions and disclosures that are both governing this account. The "Bank Web site Agreement" is available on www.thebancorpbank.com.

Authorized Account Signer:	Title:
Name:	Title:

Please mail your completed application to:
The Bancorp Bank, Attn: Deposit Operations, 409 Silverside Road, Suite 105, Wilmington, DE 19809
Or fax it to 302.791.5789

CUSTOMER APPLICATION AND AGREEMENT

My Branch in a Box Agreement and Disclosures Effective October 12th, 2007

This agreement (“Agreement”) is between The Bancorp Bank (“Bank”) and Customer and is intended to govern the depositing of checks by Customer through the Internet, or by creating information to deposit checks through the software provided to Customer by Bank, based on information submitted by Customer to Bank. The accepted terms are as follows:

1. DEFINITIONS

1.1 “Account” means Customers’ designated deposit account at Bank.

1.2 “Business Day” means any calendar day that the Federal Reserve of the United States of America transacts business.

1.3 “Check” means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler’s check; and does not include a non-cash item payable in a medium other than United States dollars.

1.4 “Customer” means a maker, obligated on one or more Checks.

1.5 “Remote Deposit Services” means all information, web-based services, technological infrastructure, check scanners and software installed on Customers’ computers, which allow Bank to submit Checks for deposit through the Internet.

1.6 “Security Procedures” means the use of identification codes, encryption, passwords, log-on identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by Customer to communicate through the Internet for the Remote Deposit Services.

1.7 “Services” means all duties to be performed by Bank regarding the Remote Deposit Services.

1.8 “Substitute Check” means a paper reproduction of an original Check that:

- a) contains an image of the front and back of the original Check;
- b) bears a Magnetic Ink Character Recognition (“MICR”) line containing all the information on the MICR line of the original Check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks;
- c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute checks; and
- d) is suitable for automated processing in the same manner as the original Check.

1.9 “Referring entity” means an affinity client, Private Client Group wealth management firm or individual advisors having a contractual relationship with Bank to provide private label financial services to customers of referring entity.

2. DUTIES AND RESPONSIBILITIES OF BANK

2.1 **Use of Services.** Under the terms and conditions of this Agreement, Bank hereby grants to Customer a non-exclusive ability to utilize the Remote Deposit Services through the Internet or by creating information to deposit Checks through the software provided by Bank, and to use Bank’s proprietary documentation for the term of this Agreement.

2.2 **Processing.** All Checks deposited through the remote deposit service will be deposited under the provision of the current Web site Agreement. All Checks will be made payable to name of the payee titled on the depository account. Bank reserves the right to return third-party checks in accordance with the Web site Agreement.

Bank will process, encode, endorse and deposit into the Account, Checks submitted by Customer through the Remote Deposit Services in accordance with Bank’s internal procedures and all state and federal laws during any Business Day, subject to the cutoff time as stated in the Funds Availability Policy, available at www.thebancorpbank.com, under Disclosures. Checks received after the cutoff time will be processed the next business banking day.

Bank will not examine Checks to verify any data or dates. Bank may, in its sole discretion, process the Check according to the amount entered by Customer, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may, in its sole discretion, process the Check

according to the written amount, and Bank may correct the amount entered by Customer. If the Check is ambiguous, Bank will return the Check as an exception. Checks made payable to Customer or any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to Customer, and not deposited or otherwise reflected in the account of Customer. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon. The Bank reserves the right to reject a deposit for any reason.

2.3 Reporting. Bank will make reports regarding the Remote Deposit Services available through a Bank designated web page, which Customer may access through the Internet. Specifically, Bank shall make available from time to time a report stating the total amount deposited to the Account, as well as a listing of individual items deposited, which Customer may access through the Internet.

3. DUTIES AND RESPONSIBILITIES OF CUSTOMER

3.1 Use of Remote Deposit. Customer shall submit valid Checks, payable to Customer, through the Remote Deposit Services. In using the Remote Deposit Services, Customer shall create an image of the Check or Checks and the associated MICR data using approved scanning hardware provided by the Bank. If required, Customer agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Services in the data field provided. Customer hereby assumes responsibility for ensuring that original Checks are not deposited through the Remote Deposited Services more than once. Customer agrees to abide by all Procedures and all Security Procedures for using the Remote Deposit Services. Customer understands and agrees that the Services may only be used to process Checks drawn on United States Banks. Customer is aware that they will not receive credit on days that the bank is closed or holidays recognized by the Federal Reserve Bank.

3.2 Storage and Destruction of Checks. Customer agrees that original Checks will be securely stored for a period of at least 30 days following the date of deposit, unless a different retention period is later agreed to in writing by the parties hereto. Following the retention period, Customer agrees to destroy all original Checks that have previously been deposited. Customer agrees that such destruction of original Checks shall be by means of shredding or other method that will preserve the confidentiality of any information that may be included on the original Checks. Customer hereby agrees to implement a system of internal controls to ensure the security and proper destruction of all original Checks. Customer, and not Bank, hereby assumes all responsibility for the security, retention, confidentiality and proper destruction of all original Checks, including, but without limitation, any liability for the loss, theft, or repeated deposit of any original Check or for any identity theft arising out of personal information that may have been obtained from any original Check.

3.3. Validity and Legibility of Check Image. Customer agrees to review and validate the accuracy of all Check data and images captured by the Services, including the amount of the Check and the legibility of the Check image, before presenting such Check for processing through the Services. Customer, and not Bank, hereby assumes all responsibility for the accuracy and image quality of all Checks and Customer shall be solely responsible for any items returned as a result of poor image quality or for any other loss that could have been prevented if the original Check, instead of the captured image of such Check, had been presented to Bank for processing.

3.4 Software, Internet, and Hardware. Bank will provide the Check scanning equipment, and retains ownership of any and all equipment supplied to Customer for this service. Customer will comply with all software, Internet and hardware requirements as provided by Bank and as they may be updated from time to time.

Bank warrants, that upon delivery, the equipment provided will conform to Bank's then current applicable standards. Bank will not be responsible in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment or communication facilities provided by Customer or third parties other than Bank. Customer shall bear the entire risk of loss, theft, damage, or destruction of Equipment from the date of installation until return shipment at their own expense to Bank. Such loss, theft, damage, or destruction of equipment shall not relieve Customer of the obligation to make payments or to comply with any other obligation under this Agreement.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.5 Equipment Ownership and Return. Customer agrees to use the equipment in a manner consistent with the terms of this Agreement. Customers are prohibited from utilizing any equipment provided hereunder in another fashion, manner, or use.

Bank will retain ownership of the equipment provided by Bank for the Remote Deposit Services. Upon termination of this Agreement by either party for any reason, Customer shall return the equipment in the condition as originally provided to Customer excepting ordinary wear and tear resulting from proper use, packed for proper shipment, shipped at their own expense to:

The Bancorp Bank
Attn: Remote Deposit Services
409 Silverside Road, Suite 105
Wilmington, DE 19809

In the event the equipment has not been returned within fifteen (15) days of the date of termination, Customer shall make payment to Bank in an amount equivalent to Bank's replacement cost for the equipment, as established by Bank.

3.6 Fee for Services. Customer shall compensate Bank for the performance of the Services in accordance with the pricing established by Bank, which is shown in the in the Truth in Savings Disclosure and/or Schedule of Fees. Amounts payable by Customer to Bank shall be collected on a monthly basis by Bank, provided, however, that if this Agreement is terminated pursuant to Section 16 hereof, then all amounts payable by Customer to Bank shall be collected immediately upon such termination. If not paid, Bank may, in its sole discretion, immediately terminate this Agreement and Customer's access to the Remote Deposit Services without prior notice.

Bank may collect any of the foregoing amounts and any other amounts due by Customer to Bank hereunder or in connection with the provision of the Services to Customer by debiting any of Customer's accounts with Bank, billing Customer, and/or setting off against any amounts Bank owes Customer, without any obligation to give prior notice thereof to Customer. Bank may change pricing from time to time by providing Customer with thirty (30) days written notice of a pricing change. If Customer does not accept the pricing change, then Customer must notify Bank in writing within fifteen (15) days of the effective date of the pricing change, upon which notification Bank may immediately terminate this Agreement and cease providing the Services without further notice to Customer. Customer shall also pay any sales, use or similar tax applicable to the Services. If Bank is required to pay any such taxes, Customer shall reimburse Bank upon demand. Customer shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Customer may owe to Bank in connection with the Services. Bank shall also have the right to credit or debit any accounts of Customer with Bank to correct any processing irregularity in connection with the Services.

3.7 Other Costs. Customer will be responsible for all telecommunications-related costs as well as the costs of any equipment or supplies necessary to access the Remote Deposit Services. Bank will not be obligated to supply any special equipment (e.g., electrical outlets, telephone outlets, surge protectors, extensions cords) necessary to operate any equipment.

3.8 Duty to Report Errors. Customer shall notify Bank of any errors, omissions, or interruptions in, or delay or unavailability of, the Remote Deposit Services as promptly as practicable, and in any event within one Business Day after the earliest discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within 14 calendar days of the date of the earliest notice to customer which reflects the error. Failure of Customer to notify Bank of any error, omission, or other discrepancy within a 7 calendar day period from the date of loss shall relieve Bank of any liability for such error, omission, or discrepancy.

3.9 Deposit Items Returned. Deposit items returned will be processed in accordance with the Web site Agreement.

4. REPRESENTATIONS, WARRANTIES COVENANTS, AND LIABILITY.

4.1 Representations and Warranties. Customer and Bank each represents and warrants to the other, as of the date this Agreement is entered into and at the time the Services are used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and the Services used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or the Services used or performed by it has been obtained. Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose with respect to the Remote Deposit Services or with respect to the suitability of the Services for Customer, or as to the compatibility of Bank's software, equipment or communication interfaces with those of Customer.

Customer further represents and warrants that: (a) Customer is solvent; (b) it is not the present intent of Customer to seek protection under any bankruptcy laws; (c) Checks deposited by Customer using the Remote Deposit Services are currently, and were at the time of their creation, bona fide and existing obligations of Customer, free and clear of all security interests, liens, and claims whatsoever of third parties and are not now nor have they ever been declared in default; (d) the documentation under which the Checks are payable authorize the payee to charge and collect the monies owed; and (e) all Checks and all documents and practices related to them comply with all applicable federal and state laws.

4.2 Covenants. Customer covenants that it will: (a) allow Bank to review and inspect during reasonable business hours, and Customer will supply, all financial information, financial records, and documentation of Customer regarding the Checks that Bank may request from time to time; (b) Customer will reimburse and indemnify Bank for all loss, damage and expenses, including reasonable attorneys' fees, incurred in defending such transactions as invalid or fraudulent Checks; and (c) in the event of the commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer, then Customer will not oppose or object to any motion by Bank seeking relief from the automatic stay provisions of such laws.

4.3 Liability. Bank will exercise ordinary care in providing the Services and will be responsible for any loss sustained by Customer only to the extent that such loss is caused by Bank's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Services which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with the Services if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If Bank fails to credit any of Customer's accounts utilized in connection with the Services in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability therefore, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account.

5. INDEMNIFICATION.

Customer shall indemnify and hold harmless Bank and customers referring entity having a contractual relationship with bank and each of their directors, officers, employees, agents, successors and assigns (each, an "Indemnitee") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of the Services, by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

6. SECURITY PROCEDURES AND COMMUNICATIONS.

6.1. Compliance with Security Procedures. Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Customer might be used in connection with the Service. Customer agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Bank reasonably doubts such communication's authorization, contents, origination or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Bank complies with the Security Procedures in respect of a communication, then Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not such communication has been authorized.

6.2. Changes to Security Procedures. Bank reserves the right, in its sole discretion, to implement new Security Procedures and/or to cancel, change or modify any existing Security Procedures from time to time. Whenever the Security Procedures include the assigning to Customer of any confidential password, log-on identification, identification code, personal or location identification number, repetitive code, or similar security device ("Security Device"), Customer shall not disclose such Security Device except to employees or agents authorized to act for Customer in connection with the Services. Customer agrees that it shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of each Security Device, and shall immediately notify Bank if the confidentiality or integrity of any such Security Device is breached or threatened. Customer shall be solely responsible for the safekeeping of each Security Device and assumes all risk of accidental disclosure or inadvertent use of each Security Device by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use or disclosure of any Security Device.

7. CONFIDENTIALITY.

All user guides, manuals, data, software, processes and other information provided to Customer in connection with the Services and all fee and pricing information with respect to the Services ("Information") is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Customer agrees to use the Information only in the manner specified by Bank and in the ordinary course of business, to return it to Bank upon termination of the relevant Services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Information by law.

8. INTERMEDIARIES.

Bank may act on any communication and provide the Services using any payment system or intermediary organization it reasonably selects. Bank's performance of the Services is subject to the rules and regulations of any such system or organization. Bank may engage third parties to provide the Services. Bank shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Bank or Customer for use in connection with the Services or as required by law.

9. RECORDINGS AND RECORDS.

Either Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Services. Customer agrees to Bank's telephonic or electronic recording for security and quality of service purposes.

10. NOTICES.

Any notice or other communication may be sent by Bank to Customer at Customer's postal, e-mail, telefacsimile or other address provided by Customer to Bank, and Bank may assume that any notice or communication sent to Customer at any such address has been received by Customer, until Customer notifies Bank in writing of another address.

11. ACCOUNTS.

The Services involving Customer's accounts at Bank are subject to Bank's terms and conditions and funds availability schedules in effect.

12. DISCREPANCIES.

Customer shall promptly review and notify Bank in writing of any error in connection with the Services and any discrepancies between any records maintained by Customer and any notice Customer receives from Bank with respect to the Services or from any report made available to Customer pursuant to Section 2.3 of this Agreement, and Customer shall provide Bank with any information it may reasonably request in connection therewith. Customer agrees that fourteen (14) days is a reasonable time for Customer to notify Bank of errors or discrepancies, unless any other agreements, or laws, rules or regulations provide for a shorter period. If Customer does not notify Bank of any discrepancy within fourteen (14) days from the date it first receives notice thereof or from the date that a report containing the discrepancy is first made available to Customer pursuant to Section 2.3 hereof, then Customer shall be deemed to have accepted and agreed to the information as provided or reported by Bank.

Bank shall have the right to correct the amount in the data field for any Check that has an incorrect amount to be consistent with the image of the Check. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Check is different than the amount that has been credited to Customer's Account, Bank will make the necessary adjustment to the Account to correct the discrepancy.

13. COMPLIANCE.

Customer shall comply with all laws, rules and regulations applicable to its use of the Services. Customer agrees to be bound by such rules, and agrees that it will not initiate any entries in violation of any state or federal law or regulation. Customer shall be responsible for, and shall fully indemnify Bank for, any and all fines and assessments imposed on Bank as a result of any infraction or violation of such laws or regulations that is caused by or attributable to Customer.

14. DISCLOSURE.

Customer acknowledges that Bank may have certain legal record keeping and reporting requirements with respect to the Services and consents to Bank's disclosure to governmental authorities of information concerning Customer and the Services provided to Customer which Bank believes to be appropriate or necessary to fulfill such legal requirements.

15. FIDUCIARY STATUS.

Nothing contained herein shall be deemed to create fiduciary status on the part of Bank in connection with the provision of the Services. The foregoing notwithstanding, to the extent, if any, that Bank is deemed to be a fiduciary of Customer in providing the Services, this Agreement is not intended to, nor shall, relieve Bank of any fiduciary responsibility otherwise imposed on it by law.

16. TERMINATION.

Customer may terminate the Services immediately and without notice upon written notification and return of equipment as specified in Section 3.5. Bank may also terminate or suspend the Services immediately and without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates the terms of this Agreement or any financing arrangement with Bank; (f) Customer fails to provide financial information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide the Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that the Services have been properly authorized by Customer; or (i) if Bank is instructed or advised to terminate this Agreement or to cease providing the Services by any governmental agency having regulatory authority over Bank. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination.

17. GOVERNING LAW; SEVERABILITY.

Except to the extent superseded by federal law, the provision of Services shall be governed by the laws of Delaware. Customer agrees that the courts of Delaware shall have jurisdiction to hear any dispute arising out of the Services and submits to the jurisdiction of such courts. Any provision of this Agreement, which is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

18. FINANCIAL ACCOMMODATION.

Customer and Bank agree that this Agreement and the Services constitute an agreement to provide a “financial accommodation” as defined in 11 U.S.C. §365.

19. ARBITRATION.

All disputes, controversies or differences which may arise between the parties out of or in connection with the Agreement, which cannot be settled by negotiation within thirty (30) days of the matter first being notified in writing to the other by the complaining party, shall be finally settled by binding arbitration in accordance with the American Arbitration Association rules. The venue for arbitration of all matters shall be in Wilmington, Delaware. The arbitration shall be conducted by three (3) arbitrators (“Panel of Three”) with each party selecting one (1) arbitrator, and the third to be selected from the panel of arbitrators, who shall serve as the chair of the Panel of Three. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of written notice from the other party requesting it to do so, the requesting party may appoint two (2) arbitrators. The place of the arbitration shall be in the same city as the principal office that Bank is located. The arbitration award shall be final and binding upon the parties. Any judgment upon such award may be enforced in any court having jurisdiction, or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be. The cost of the arbitration shall be borne equally by the parties unless otherwise provided in the arbitration award. The parties hereto agree that the arbitration award will be the sole and exclusive remedy between them regarding any and all claims, counterclaims, or issues. In order to have arbitration as the sole and exclusive remedy the parties hereto exclude the right of appeal to courts of the United States, or any other courts, in connection with any question of law arising in the course of the reference to arbitration or out of the arbitration award.

20. WAIVER OF JURY TRIAL

CUSTOMER AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES USED BY CUSTOMER.

21. GENERAL.

This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Neither party relied on any representation or promise by other party that are not set forth in this Agreement. This Agreement may not be assigned by Customer without Bank’s prior written consent. Bank may assign this Agreement without Customer’s consent. Neither Customer nor Bank shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote the Services without Bank’s prior written consent. This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as Bank may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with this Agreement will be binding on Bank unless contained in a written modification of this Agreement signed by an authorized officer of Bank. No delay on the part of Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Bank would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part hereof or thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.