



COMMERCIAL INTERNET BANKING AGREEMENT

ATTACHMENT 1

FUNDS TRANSFER AGREEMENT

This is an Agreement between you ("Customer" or "you") and HERITAGE BANK ("Bank" or "we", "us", etc...). By instructing us to execute payment orders to transfer your funds through our internet banking network, you hereby agree to the following terms and conditions in addition to those contained in our Commercial Internet Banking Agreement:

1. **AUTHORIZATION**

You authorize HERITAGE BANK to transfer your funds (including debiting your account if applicable) according to payment orders you give us under our Commercial Internet Banking Agreement, and you further agree that such transfer of funds is subject to this Agreement.

2. **REASONABLE EFFORT**

We will exercise reasonable efforts to execute your payment orders on the Business Day received, if we receive the payment order prior to our daily deadline. We may establish or change our daily deadline from time to time. "Business Day" means that part of a day during which the Bank is open for the receipt and processing of payment orders. Saturdays, Sundays, and bank holidays are not Business Days.

3. **EXECUTING A PAYMENT ORDER**

In executing a payment order, we may rely solely on the identifying numbers you supply, even if the numbers describe a beneficiary or bank different from the beneficiary or bank you name.

4. **CALL BACK**

All wire transfer requests will be followed by a "call back" to the initiator of the wire to verify the wire information.

5. **NOTICES**

We will try to provide oral, written or electronic notice to you of rejection of a payment order on or before the execution date of the order; but we will not be liable to you if we fail to give this notice.

6. **CANCELLATION**

Before we execute your payment order, you may cancel it if we receive the cancellation instruction at a time and in a manner providing us a reasonable opportunity to act. If we attempt to cancel or amend, your request or amendment must be agreed to by each financial institution that previously accepted a payment order related to the funds transfer, and we cannot implement your cancellation or amendment unless we receive such agreements. You agree that we will not be liable to you if a cancellation or amendment is not effected. In addition to any other indemnity you provide us, you agree to indemnify and hold HERITAGE BANK and its officers, directors, employees, and representatives harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorney's fees and costs, resulting directly or indirectly from compliance with your cancellation or amendment request.

7. OPERATING RULES

Payment orders will be executed through Fedwire, a funds transfer system operated by the Federal Reserve Banks, or through the ACH (Automated Clearing House) Network. With respect to payment orders executed through Fedwire, Federal Reserve Regulation J and all applicable operating circulars will govern the payment orders. With respect to payment orders executed through the ACH network, the NACHA (National Automated Clearing House Association) Operating Rules will govern the payment orders.

8. HANDLING OF PAYMENT ORDER

You agree that we may handle payment orders received from you and other customers in any order selected by us, and that we may use any means or routes which we, in our sole discretion, consider suitable for the transmission of funds. We are under no obligation to make any transfer unless you have on deposit with us in one or more accounts available funds sufficient to cover the transfer. However, we may, in our sole discretion, execute a payment order that causes an overdraft in your account, in which case you will be liable for the overdraft and any overdraft service fees and interest as set forth in the account agreement that governs your account.

CUSTOMER

By: _____

Title: _____

Date: _____

HERITAGE BANK

By: _____

Title: _____

Date: _____

WIRE TRANSFER AUTHORIZATION

Date: _____

Customer: _____

Account Number: _____

I authorize Heritage Bank to accept, by internet transmission, outgoing Wire Transfer requests from the following individuals:

NAME	SIGNATURE	LIMIT

By signing below, I understand that once a wire transfer request has been processed, the funds will have been permanently transferred and that a stop payment order will be impossible. I understand that the bank handles wire transfers expeditiously, but that the bank cannot guarantee that this request will be completed in any specific time period.

I will notify the bank in written form of any additions or deletions to this authorization.

President

Secretary

Phone Number

Call Back Phone Number

Date