

**INTERNET BANKING AGREEMENT FOR
THE CORPORATE CUSTOMER.**

This form must be filled out, signed by both the customer and the branch representative. A copy should be made for the customer and the signed agreement should be returned to the data center, attention: Internet Banking Department



INTERNET BANKING CORPORATE CASH MANAGEMENT CUSTOMER AGREEMENT

THIS, AGREEMENT is for the Cash Management service provided by Timberland Bank (“Bank”) for _____ (“Customer”). Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

1. GENERAL

The Cash Management services to be provided by Bank to, Customer consist of access to a secured Cash Management service (“Service”) that permits Customer to obtain certain account information reporting, electronic funds transfer services, and other account maintenance functions, by means of a computer. These services shall collectively be known as “Cash Management”, but hereinafter will be referred to as the (“Services”). Services are provided by the Bank for access and use by the Customer. Digital Insight is the sole owner and licensor for the Service and has granted the Bank the right to sublicense the Service to customers.

2. USE OF SERVICE/LIMITED SUBLICENSE

Bank hereby grants to the Customer a sublicense for use of the Service on a computer(s), subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Service and Service documentation is valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse, compile, modify or alter the Service or the Service documentation.

3. TERM

This Agreement is effective from the date of this agreement by Customer and shall remain in force until termination. The Agreement shall be terminated upon thirty days prior written notice by either party to the other, upon termination of the relationship between the parties, if the customer fails to comply with the terms and conditions of this Agreement, or upon termination of the software license agreement between Bank and Digital Insight. The Customer agrees to return any and all written and electronic documentation related to the Service to the Bank, upon termination. The Customer shall retain no copies in any form. The provisions of this Agreement that protect the proprietary rights of Digital Insight and the Bank will continue in force after termination.

4. DISCLAIMER OF WARRANTY

No warranties with respect to the Service are made by Bank nor does Bank warrant that the Service will meet specific requirements of the Company. Neither the Bank or Digital Insight makes any warranty of any kind, either express or implied with respect to the use of the Service. Bank and Digital Insight disclaim any and all implied warranties of merchantability and fitness for a particular purpose. The Customer assumes the entire risk as to the quality and performance of the Service and documentation.

5. LIMITATION OF LIABILITY

- a. The Bank's, entire liability and the Customer's exclusive remedy with respect to the Bank's disclaimer of warranty is limited to the replacement of any diskette that is returned to the Bank.
- b. In no event shall Bank or Digital Insight be liable to Customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Service and documentation, or for any claim by another party.
- c. The Customer shall be solely responsible for protecting against unauthorized access to the Service through the use of physical security, passwords and other security procedures. The financial institution will be held harmless for processing any request received by Customer.
- d. Where the Customer has access to funds transfer of the Services, which include Wire Transfer, ACH Transfer or Book Transfer, Bank will only accept transfer requests upon proper execution of security procedures that are entirely within Customer's control. Bank may consider funds transfer requests received from Customer as having been authorized by the, Customer and the Bank shall be held harmless for executing any transfer.
- e. Where the Customer elects to execute Stop Payment requests through the Service, the Bank agrees to enter the Stop Payment to its main computer system within a reasonable period of time after receiving the request. Prior to requesting a Stop Payment, the Customer should first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to the Bank's entry of the request, then the Bank shall not be liable for any loss incurred by the Customer arising from the event.

6. FEES

There are no general access fees for the Service. However, applicable fees for certain transaction types, e.g., Stop Payments, Wire Transfers, ACH Transactions, and Tax Payments, are covered under the respective sections that follow.

7. FUNDS TRANSFER SERVICE

In addition to account information reporting, the Customer may request access to certain Funds Transfer Services as described below. Funds transfers are available during specific business hours as described in the attached schedule. Customer must specify Customer Representative authorities per transaction type. If the Customer, or any of its authorized representatives, use the Funds Transfer Services described, the following condition(s) shall apply:

(con't next page)

Wire Transfer—The Customer acknowledges that the Wire Transfer feature of the Service is an alternate entry system for issuing Wire Transfer orders between the Customer and the Bank. A separate Wire Transfer Agreement between the Customer and the Bank is required. This Wire Transfer Agreement shall govern the acceptance and liability for all Wire Transfer Requests.

ACH Transactions—The Customer acknowledges that the ACH Transaction feature of the Service is an alternate entry system for issuing ACH transaction orders between the Customer the Bank. A separate ACH Origination Agreement between the Customer and the Bank is required. This ACH Origination Agreement shall govern the acceptance and liability for all ACH Transactions originated by the Customer.

Tax Payments—The Customer acknowledges that the Tax Payments feature of the Service is an alternate entry system for issuing EFTPS tax payment orders between the Customer and the Bank. A separate Tax Payment Origination Agreement between the Customer and the Bank is required. If applicable, this Tax Payment Origination Agreement shall govern the acceptance and liability for all Tax Payments originated by the Customer.

8. STOP PAYMENT SERVICES

The Customer acknowledges that the Stop Payment feature of the Services is an alternate entry system for issuing Stop Payment Orders. When utilizing this feature, customer warrants that the information describing the check or draft, including the check or scheduled transfer date, it's exact amount, the check number and payee, is correct. Customer acknowledges that the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. Customer agrees that the Stop Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check, or if an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT. A Stop Payment Order received by the Bank using this service will be accepted as if it were in written form, will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration.

9. AVAILABILITY OF SERVICES

All services are available during specified business hours as described in the attached schedule.

10. MISCELLANEOUS

- a. This Agreement, together with addendum's, schedules, other written agreements and applicable Bank rules and regulations represents the entire understanding of the parties. If any option of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect.
- b. Customer agrees not to sublicense, assign or transfer this license or the Service except as expressly provided in this Agreement.

- c. This Agreement is governed by the Laws of the State of Washington (except where Federal law governs the copyrights and trademarks of Digital Insight and the successors it assigns). It may not be amended or modified except by a written instrument signed by both the Customer and the Bank.

11. SECURITY

Objective: Ensure Timberland Banks business customers are aware of how their administration of their online banking access can create risk to their funds.

_____ Delegation to subordinate users

(initial)

By allowing a subordinate user to access, view and/or transact against the business' accounts via e-banking, the business owner (or "super user") has delegated full authority to his subordinate to act on his behalf. This is no different from making subordinates signers on their accounts. In delegating authority in this fashion, the business owner must be aware that they are responsible for the actions of people whom they have empowered to act on their behalf. They must also understand that Timberland Bank cannot monitor their account balances or transactions so long as they are within the transaction limits set for their accounts.

The business owner is also responsible for keeping subordinate user records current. If a subordinate should leave the owners' employment, the business owner is responsible for disabling the subordinate's access to their accounts through Timberland Banks online banking access. An ex-employee with access to the Internet could certainly continue to do transactions against the businesses accounts until the super user disables their online access and authorities.

The business owner should also know that because this is an internet based product access could be from any terminal that has internet access.

_____ EZ Bill Pay

(initial)

As with e-banking EZ bill pay usage, the user must initiate transactions in a sufficient amount of time for the payment to be received by his payee by that particular due date. The business owner can manage the payment period most effectively by contacting the bill pay vendor and determining whether a given payment will be made through US Mail or ACH disbursement.

If EZ Bill pay access is given to the subordinate user, the user will have authority to pay anyone, anywhere, anytime.

_____ Stop Payment

(initial)

Stop payment requests are processed in the same manner as those received via telephoning your branch. If authority has been given to the subordinate user, the user can stop any check from clearing your account without prior approval from the business owner.

_____Wire transfers – Domestic and International
(initial)

Any employee to whom the business owner has given authority may request online wire transfers from the businesses accounts to any account or recipient outside Timberland Bank. This is a very powerful function of our Internet Banking system and the business owner must be very careful when delegating such authority.

If authority is given to a subordinate user, the user can wire money from any account to anyone, anywhere, anyplace.

_____ACH disbursement, Direct Deposit, and/or Tax Payments
(initial)

ACH disbursement carries even more risk than wire transfers, in that ACH orders are not seen by any of the bank employees before they are processed. The business owner delegates tremendous power over his accounts when they allow others to process ACH disbursements on their behalf.

The business owner then assumes all the liability for this option, including sending incorrect information such as incorrect accounts number and incorrect amounts. Timberland Bank cannot back out the Ach disbursement once the file has been processed.

If authority is given to a subordinate user, the user can distribute money to anyone, anywhere, anyplace.

12. SIGNATURES

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms.

ACCEPTED BY:
NAME OF CUSTOMER

Name

Date

ACCEPTED BY:
TIMBERLAND BANK CSR

Name

Date

AUTHORIZATION AGREEMENT FOR ACCOUNTS

SCHEDULE A

Company hereby provides authorization for transmission of account information on the following accounts.

Company Name _____ Company id: _____

Company TAX ID Number _____

Designate a Company Administrator : (The Company Administrator is responsible for adding/maintaining the Company users.)

Name of Contact (administrator): _____

Desired User – Id: _____ Email Address: _____

Telephone #: _____ ext _____

Account Information:

- 1. Account Number _____
- 2. Account Number _____
- 3. Account Number _____
- 4. Account Number _____
- 5. Account Number _____
- 6. Account Number _____

Signature (Print Name)

Title

Date Email address

Phone Number _____

CASH MANAGEMENT
PROCESSING SCHEDULE

SCHEDULE B

All transaction(s) must be submitted to Timberland Bank by the cut off times noted below to allow processing on the Effective Entry date:

E-Mail Messages	8:00am	to	4:00pm
Next banking day processing			
Stop Payments	8:00am	to	4:00pm
Same banking day processing			

Our banking days include all days except Saturdays and Sundays and the following standard holidays that are observed by Federal Reserve Bank in Seattle. Year 2009

New Year's Day	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 19
Presidents' Day	Monday, February 16
Memorial Day	Monday, May 25
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Christmas Day	Friday, December 25