



## TOTALCASH MANAGER SERVICES AGREEMENT

1. This TotalCash Manager Services Agreement (the "Agreement") by and between SEI Global Services, Inc., ("SEI") and The Bancorp Bank ("Bank") governs the use by SEI and/or its affiliates of Bank's TotalCash Manager online service platform, which is designed to provide the services described on Schedule A to this Agreement (the "Services"). The Agreement includes certain disclosures relating to electronic funds transfers. This Agreement is in addition to, and does not affect the terms or enforceability of, any agreement between SEI and The Bancorp Bank ("Bank") and its subsidiaries and affiliates (collectively, the "Bank"), and/or the Bank's customers' for whom SEI acts as an authorized representative ("Client(s)"), including checking, savings, and/or deposit accounts ("Accounts") and funds transfer agreements and related disclosures. By executing this agreement, the Bank and SEI agree to the terms of this Agreement.

Pursuant to an effective Cash Management Services Account Application and Authorization (the "Authorization") signed by each Client SEI acts as an authorized representative for such Client with respect to only those Accounts as listed in the applicable Authorization ("Authorized Accounts").

2. SEI, pursuant to the applicable Authorization and this Agreement, on behalf of each client and with respect to such Client's Authorized Accounts, authorizes, the Bank to act in accordance with SEI's instructions received by the Bank through the use of the Services, and the Bank may treat such instructions as the Client's valid orders and/or directions in accordance with the applicable Authorization. SEI acknowledges and agrees that: (a) access to the Services requires the use of a web browser and an Internet Service Provider ("ISP"); (b) the Bank has provided SEI with a description of the necessary online requirements and guidelines to support the use of the Services and SEI has selected its own web browser and ISP based upon those requirements and guidelines; (c) as part of the Services, the Client's data is transmitted between SEI and the Bank, and the Bank will provide various processing and storage functions; (d) SEI is responsible for providing and maintaining hardware, software, web browser, ISP or telecommunications configuration as required to operate the Services; and (e) SEI's transmissions of Client data to and from the Bank should be performed only through the use of a high quality and secure data line.

Neither the Bank nor SEI is liable to the Client or, subject to Paragraph 9(d) below, each other for any losses incurred by the Client as a result of: (1) faulty hardware, software, web browser, ISP or telecommunications configurations utilized in connection with the Services, including, without limitation, interruption of electric power or telecommunication services, any deficiency in the quality of the transmission, security breaches or inability to access the Services and/or (2) the transmission or existence of computer virus(es) by or through the Services. The Bank does not guaranty access to the Services upon and during the occurrence of events affecting such access that are outside of its reasonable control.

3. In connection with the use of the Services, SEI hereby acknowledges and agrees that it will not reverse compile, transfer, copy, modify or alter the Services. All information about the Bank provided in connection with the Services is protected under Federal copyright laws. In addition, the Bank's service providers or others may copyright certain other information made available in connection with the services. Without the written consent of the Bank, SEI may not copy or republish, in any form, any information made available through the Services. Any descriptions of, or references to, products, services or publications within the Services does not constitute or imply endorsement or approval of such products, services or publications by the Bank.

4. SEI is authorized to use the Services only with respect to Authorized Accounts for which it has an effective Authorization. This Agreement shall not apply to, and SEI is not authorized by this Agreement to use Services in connection with any accounts other than Authorized Accounts. SEI agrees to reasonably

cooperate with the Bank in the performance of the Services in such manner as may be reasonably requested by the Bank, including in connection with resolution of problems which may arise. In providing Services hereunder, the Bank shall be acting solely as an independent contractor and not as an agent of SEI or any Client.

5. The Bank's ability to provide Services hereunder may be conditioned on the continuing availability of certain services from third parties with which the Bank has contracted. Consistent with the Bank's privacy policy (available at [www.https://secure.thebancorp.com](https://secure.thebancorp.com)), services to be provided by third parties may include the processing and or transmission of the Client's data, instructions and funds by such third parties. On behalf of and as representative of each Client, SEI agrees that third parties may be utilized for such purposes or otherwise in the performance of Services hereunder. In addition, the Bank may disclose information to third parties about the Client's financial information, including: (a) where disclosure is necessary to complete the Service requested; (b) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to provide information to any government agency or official having legal authority to request such information; or (c) when the Client gives its written permission for the disclosure.

6. Each of Bank and SEI (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by one party to another party, (in such capacity, the "Disclosing Party") under this Agreement. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person or entity other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (a) shall take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information, and (b) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights under this Agreement. As used herein, "reasonable steps" means steps that a party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

The term "Confidential Information," as used herein, shall mean all Client information, business strategies, plans and procedures, proprietary information, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed as a result of this Agreement.

The provisions of this Section 6 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information: (i) is not "nonpublic personal information" (as defined in the Gramm-Leach-Bliley Act); and (ii) (a) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

The Receiving Party shall advise its employees, agents, contractors, subcontractors and licensees, and shall require its affiliates to advise their employees, agents, contractors, subcontractors and licensees, of the Receiving Party's obligations of confidentiality and non-use under this Section 6, and shall be responsible for ensuring compliance by its and its affiliates' employees, agents, contractors, subcontractors and licensees with such obligations. The Receiving Party shall promptly notify the Disclosing Party in writing upon learning of any unauthorized disclosure or use of the Disclosing Party's Confidential Information by such persons or entities.

Upon the Disclosing Party's written request following the termination of this Agreement, the Receiving Party promptly shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this paragraph.

7. The Services are subject to security procedures as may be established by the Bank from time to time at the Bank's sole discretion. Upon execution of this Agreement, the Bank will provide SEI with a username and password and an administrator ("Administrator") username and password (collectively, the "Access Codes"). In addition to the Access Codes, an encryption procedure will be used when information is transferred between SEI's browser and the Bank's web servers. The encryption procedure employs the SSL encryption standard used by web browsers to communicate with web servers. The Bank and SEI agree and represent and warrant to each other that use of the Access Codes and the SSL encryption method are commercially reasonable security procedures for the delivery of the Services. Use of the Access Codes will be the authentication procedure through which SEI may access the Services. SEI agrees to use commercially reasonable measures to keep the Access Codes confidential to seek to prevent unauthorized use of the Services. SEI agrees that it shall be solely responsible for the selection of its own internal security procedures. Administrator will assign a separate username and password to each user authorized to access the Services. If SEI's internal procedures are violated, SEI agrees to promptly notify the Bank of any such violation, to the extent SEI believes Bank may be affected by such violation. SEI agrees to seek to limit disclosure of the Access Codes to those employees and other persons who are authorized to use the Services. The Bank's security procedures may be changed upon ten days advanced written notice to SEI. The Bank reserves the right to restrict access to the Services and the related system if the Bank reasonably believes SEI's Access Codes have been, or are being or may be, used by unauthorized person(s). In such event, the Bank shall immediately notify SEI.

8. Because stop payments are automated, SEI must provide the Bank with the EXACT check numbers (to the digit) and the EXACT amount of the check(s) (to the penny) for which payment is to be stopped. If a provided check number or amount is incorrect, even by one digit or by one cent, payment may not be stopped and the Bank will not be liable for any losses incurred by the Client as a result of the payment. All other information provided by SEI about the stop payment item must be reasonably accurate. Bank shall have no responsibility for losses resulting from delay in the Bank's receipt of stop payment orders transmitted. Stop payments initiated using the Services will remain effective for (6) months. Except as otherwise provided by applicable law or regulation, SEI shall not have the right to stop payment or recall any payment order or transfer request given hereunder after it has been transmitted to the Bank.

**9.**

(a) The Bank will have no liability to any Client or SEI if the Services are used by SEI, any of SEI's employees, or any independent contractor or third party using the Access Codes or hardware for a purpose or in a manner not authorized under or consistent with this Agreement. Neither the Bank nor SEI shall be responsible: (i) for its failure to execute any instruction or direction; or (ii) for any occurrence, act or omission, each of which resulting from occurrences not within the Bank's or SEI's reasonable control, including, without limitation, the inoperability of any communications system, computer or payment system, power supply, courier services, or as a result of any acts of God, or of any government, either in its sovereign or contractual capacity, or as a result of other similar or dissimilar occurrences, acts or omissions not within the Bank's or SEI's reasonable control, including, without limitation, any losses incurred by the Client as result of any problem with its operation and/or information technology.

(b) Except as required by applicable laws or regulations, the Bank and SEI shall have no obligation to provide any Client with, and the Bank shall have no obligation to provide SEI with, any advice or notice concerning the Services, including, without limitation: (i) any advice or notice relating to the execution of any instruction or direction requested by SEI; or (ii) the Bank's receipt of any payment order or transfer for credit to the Client's accounts.

(c) Neither the Bank nor SEI shall have any liability to any third party as a result of its performance of the Services hereunder and the parties specifically agree that there are no intended or incidental third-party

beneficiaries of the Services or of this Agreement.

(d) (1) Provided that Bank has acted in accordance with this Agreement, SEI agrees to indemnify, defend and hold Bank, its directors, officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, losses, liabilities or expenses, including reasonable attorneys' fees (whether or not such attorneys are employees of Bank or any affiliated company) ("Claims") resulting from any misuse by SEI of the Services or from any claims of any third party, including without limitation any Client, based on acts or omissions relating to Bank's performance of Services hereunder, other than Claims for which Bank is required to indemnify SEI pursuant to subsection (d)(2) hereunder. Without limiting the foregoing, SEI agrees to indemnify Bank, its directors, officers, employees, agents, successors and assigns for any such claims based on (1) SEI's criminal conduct, negligence or willful misconduct in using the Services, (2) faulty hardware, software, web browser, ISP or telecommunications configurations utilized by SEI in connection with the Services, (3) failed, incomplete, defective or incorrect transmissions from SEI to Bank, whether due to interruption of electric power or telecommunication services, faulty entry or otherwise, (4) security breaches of SEI's facilities, equipment or means of transmission, (5) the transmission by SEI of computer virus(es) by or through the Services and/or (6) the use of the Services by means of the Access Codes by any person unauthorized by SEI to use such Access Codes, or by any person with respect to accounts or transactions for which SEI lacks an effective Authorization or with respect to Client accounts other than Authorized Accounts.

(2) Provided that SEI has acted in accordance with this Agreement, Bank agrees to indemnify SEI, its directors, officers, employees, agents, successors and assigns harmless from and against any and all Claims resulting from Bank's (1) criminal conduct, negligence or willful misconduct in providing the Services, (2) security breaches of Bank's facilities, equipment or means of transmission, (3) the use of the Services by any person not authorized to utilize the Services, other than unauthorized use for which SEI is required to indemnify Bank under subsection (d)(1) above.

(e) The Services are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, or non-infringement. In no event shall either the Bank or SEI be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and

(f) Except as otherwise stated herein or required by applicable law or regulation, this Paragraph 9 states the Bank's and SEI's entire liability to each other and any Client with respect to the Services. This Paragraph 9 shall survive any termination of this Agreement.

**10.** This Agreement may be terminated immediately by the Bank, without notice (i) in the event that all Authorized Accounts with the Bank are closed; (ii) upon termination of any contract between the Bank and a third party for services which are necessary for the Bank's performance of any Services hereunder; (iii) if the parties are prohibited from performing any of its respective obligations hereunder by any law, regulation, or government agency having regulatory authority over the Bank or SEI, or (iv) if the Bank reasonably determines that SEI is utilizing the Services for a purpose or in a manner not consistent with this Agreement and SEI has failed to cure, or if the Bank reasonably determines that SEI has failed to maintain a financial condition deemed reasonably satisfactory to the Bank. Further, this Agreement shall be automatically terminated upon the termination of the Banking Services and Referral Program Agreement signed by the Bank and SEI Family Office Services LLC (the "Referral Program Agreement"). Otherwise, either the Bank or SEI may terminate this Agreement after giving the other party thirty (30) days written notice of its intention to terminate. Any termination of this Agreement shall not affect any obligation of either party arising prior to such termination.

11. Except as otherwise provided herein, notices given in connection with this Agreement must be in writing and delivered to the address set forth on the signature page of this Agreement or to such other address as either party may hereinafter indicate in writing to the other party. SEI accepts delivery by electronic communication of (a) all disclosures and other information required by law and (b) all notices and other communications concerning the use of the Services hereunder. Such communications to be sent to SEI at: seipaymentsservices@seic.com.

12. Neither party shall assign this agreement to another party without the written consent of the other party, which consent will not unreasonably be withheld, provided that either party may assign this Agreement to an affiliate under common control.

13. This Agreement along with any exhibits, amendments, Supplemental Agreement(s) (defined below) Authorization(s) and written disclosures contain the entire understanding between the parties concerning the Services. The Bank's supplemental services (wire transfer and/or ACH services) relating to any Services ("Supplemental Services") and the related supplemental agreement and the Website Agreement ("Supplemental Agreements") are hereby incorporated by reference and made a part of this Agreement, effective on the date the corresponding Supplemental Agreement is executed. To the extent that a term in a Supplemental Agreement conflicts with the provisions of this Agreement, the term in such Supplemental Agreement shall supersede the conflicting provision of this Agreement. To the extent that a term in this Agreement conflicts with the provisions of the Referral Program Agreement, the term in this Agreement shall supersede the conflicting provisions in the Referral Program Agreement (and SEI by its execution of this Agreement represents that it is authorized to so agree on behalf of SEI Family Office Services LLC.) This Agreement may be amended by written notice sent by the Bank at least 30 days in advance of the effective date of the amendment. By using any of the Services or Supplemental Services after the effective date of any such amendment, SEI will be deemed to have agreed to the applicable Amendments. No previous communications relating hereto, and not made part hereof, shall have any continuing force or effect. This Agreement supersedes all previous agreements and/or understandings between the parties relating to the Services. The failure of a party to exercise one or more of its rights hereunder or under applicable law or regulation shall not constitute a waiver and abandonment of any such right or any other right. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, then this Agreement shall be deemed to be amended to the extent necessary to bring it into accordance with any such requirement, and all other provisions hereof shall continue in full force and effect.

14. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the laws of the United States of America without regard to conflict or choice of law principles.

15. The parties are waiving the right to seek remedies in court, including the right to jury trial. The parties agree that all controversies that may arise between the parties shall be resolved by arbitration. The parties understand that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities laws. The parties or the American Arbitration Association will select the city in which the arbitration will be held, pursuant to the Arbitration Laws of Pennsylvania, before the American Arbitration Association and in accordance with its then applicable rules. Arbitration is final and binding on all parties.

16. The Bank acknowledges that it is a banking institution doing business under the laws of a state or of the United States, a substantial portion of the business of which consist of receiving deposits, and which is supervised and examined by state or federal authority having supervision over banks.

17. SEI agrees that for each Client who elects to receive paper copies of such Client's account information instead of electronic delivery of such account information, SEI shall pay to Bank promptly upon invoicing Bank's standard monthly charges for delivery of paper copies of account information.

*[ Signature Page Follows ]*

**TOTALCASH MANAGER  
SERVICES AGREEMENT**

**REQUIRED SIGNATURES**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this day of:

**The Bancorp Bank:**

Address: **The Bancorp Bank  
405 Silverside Road, Suite 105  
Wilmington, DE 19809  
Attn: Operations Department**

**SEI:**

Company Name: SEI Global Services, Inc.		
Address: One Freedom Valley Drive		
City: Oaks	State: PA	Zip: 19456

**THE BANCORP BANK**

SEI Signature:	Date
Print Name:	Title:

Banking Services Provided by The Bancorp Bank Member FDIC. Equal Housing Lender.

## SCHEDULE A

### Description of TotalCash Manager Services

Administration: permits user to view activity reports, obtain balance alerts, modify passwords, end user maintenance

Balance Reporting: permits user to view account balance information

Book Transfers: permits user to transfer funds between accounts at the Bank on specified date or dates

Wire Transfers: permits user to move funds from accounts at the Bank to accounts at other financial institutions

Stop Payment: permits user to place stops on an individual check or range of checks

ACH: permits user to create ACH files and submit them to Bank

EFTPS: permits user to create EFTPS files and submit them to Bank

Direct requests: permits user to make an online request to Bank for photocopies of checks or statements and investigation of questionable transactions

Email: provides a direct email link between user and Bank.