



Zero Balance Accounting Agreement

> **USE THIS FORM TO...**

Establish zero balance accounting for your business account(s). This form is also the agreement for this service. Print your information clearly, in black or blue ink.

1 Your Information

Name of Business

Business Tax ID #

Business Mailing Address

City

State

ZIP

Business Phone

E-mail Address

Name of Authorized Signer completing this form

2 Provide Master Account Information

Master Account Number for Billing

Billing Type: Analysis Billing

3 Add Sub-Account(s)

Order # Sub-Account Number(s) Sub-Account Target Balance Account Type (i.e., deposit account)

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Submit Form

Mail this form to:

EverBank Business Support Group
8100 Nations Way, Jacksonville, FL 32256

Or fax to: 904.470.2653

FOR BANK USE ONLY

Verify Customer Signature

Date Verified

Financial Center Number

FC Employee (Print first and last name)



THIS ZERO BALANCE ACCOUNT SERVICE AGREEMENT IS ENTERED INTO AS OF THE DATE EXECUTED BY THE CUSTOMER, BY AND BETWEEN EVERBANK, A FEDERALLY CHARTERED SAVINGS BANK, AND THE CUSTOMER IDENTIFIED ON THE SIGNATURE PAGE.

1. INTRODUCTION

This Zero Balance Service Agreement ("ZBA Agreement") explains the terms and conditions governing the Zero Balance Account Service offered by us (the "ZBA Service"), and supplements and is a part of your Business and Non-Personal Terms and Conditions Agreement for your account ("Account Agreement"). If a discrepancy or inconsistency were determined to exist between the terms and conditions and other provisions of this ZBA Agreement and your Account Agreement, then this ZBA Agreement shall control with respect to the ZBA Service, but only to the extent necessary to address the discrepancy or inconsistency. By signing this ZBA Agreement or using the ZBA Service, you agree to abide by the terms and conditions set forth in this ZBA Agreement and that this ZBA Agreement will govern the ZBA Service. Your use of our ZBA Service acknowledges your receipt and understanding of this ZBA Agreement.

2. DESCRIPTION OF THE ZBA SERVICE

Through the ZBA Service, we will provide a demand deposit account processing arrangement whereby the balance in one or more designated Sub-Accounts in your name is maintained at a certain Target Balance Level. This Target Balance Level is established by you. We then transfer funds each Business Day to or from the Sub-Account(s) to or from a designated Master Account in your name. This procedure allows you to identify particular account activities through the use of these Sub-Accounts while at the same time concentrating cash balances in the Master Account for your cash management purposes. The ZBA Service is only available to business and non-personal account holders.

- (a) **Transfers.** On each Business Day, after all debits and credits have been processed for the Sub-Accounts, we will make transfers between the Sub-Accounts and the Master Account based upon the amount necessary to maintain the Sub-Accounts at the Target Balance Level established by you.
- (b) **Sufficient Funds Required.** We will make transfers to Sub-Accounts from the Master Account only if sufficient available and collected funds are available in the Master Account. It is your responsibility to maintain sufficient funds in the Master Account. If on any Business Day there are not sufficient available and collected funds in the Master Account to allow us to make a transfer to a Sub-Account to meet your selected Target Balance Level, we will not transfer any funds to a Sub-Account on that Business Day.
- (c) **Insufficient Funds.** If at any time available and collected funds in the Master and/or Sub-Accounts are insufficient to pay checks, debits or other withdrawals as presented, we may dishonor items as described in your Account Agreement.
- (d) **Designating Accounts and the Target Balance Level.** The designation of the Master Account and Sub-Accounts, as well as the Target Balance Level, shall be established from time to time as agreed between you and us.

Limitation of Liability. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ZBA SERVICE PROVIDED HEREUNDER. Because of the difficulty of affixing actual damages for any failure by us to provide the ZBA Service, or from any failure by us to perform any obligations imposed by law, the parties agree that our liability hereunder for an uninsured loss, if any, shall be limited to liquidated damages equal to the amount of the Fees paid by you to us for the two (2) calendar months immediately preceding the month in which the event occurred that gave rise to the loss. The provisions of this paragraph apply even though the loss or damage, irrespective of cause or origin, results, directly or indirectly, either from performance or non-performance of obligations imposed by this Agreement. In no event shall the Bank be liable for consequential or punitive damages for any breach of this Agreement.

Fees. You agree to pay the applicable fees for the ZBA Service as are disclosed to you in our Deposit Account Fee Schedule. We may change these fees at any time upon notice to you.

Business Days. For purposes of this ZBA Agreement, "Business Day" shall mean any day other than a Saturday, Sunday, or holiday upon which banks located in the State of Florida are permitted to be closed.

Termination. We or you may terminate this ZBA Agreement and the ZBA Service at any time. If you wish to terminate this ZBA Agreement, such termination will be effective on the 30th Business Day following the day we receive your written notice of such termination. Any termination of this ZBA Agreement will not affect any of our or your rights and obligations with respect to transactions conducted prior to such termination.