



**ASSETMARK TRUST COMPANY
TOTALCASH MANAGER™
ACCESS AUTHORIZATION AGREEMENT**

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Wilmington, DE 19809
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www.cashadvantageoverview.com

Completion of this TotalCash Manager™ Access Authorization Agreement (the "Agreement") grants a financial professional firm access to obtain information on client accounts at The Bancorp Bank opened through AssetMark Trust Company. Telephone access is available by calling 877.648.4896, and Internet access is available through TotalCash Manager ("TCM") at cashadvantageadvisors.ebanking-services.com. Deposit balances, loan balances and transactional information are available. In addition, on the TCM website, balance alerts can be established to assist in tracking client banking activity.

Once this Agreement is signed and processed, you will be sent a Company ID, a User ID and a password for online access to TCM. These will be sent by email, along with a TCM Reference Manual. Instructions on the use of TCM are also available on the TCM website and at www.cashadvantageoverview.com.

Please read the Terms of this Agreement (set forth in Part 5, on the following pages), and complete and sign the form below.

For purposes of this form, the term "financial professional" includes financial professionals, advisors, agents and brokers.

Important: Each financial professional must complete this form one-time only in order to be able to access clients' bank account information.

PART 1: Financial Professional Firm Information		
Firm Name:	Federal Tax ID Number of Firm:	
DBA Name: (if applicable)		
Business Address:		
City:	State:	Zip:
Business Phone: (and extension)	Fax:	

PART 2: TCM User Information - Signature Required

I have read and agree to the Terms of this Agreement, as set forth in Part 5 on the following pages.

First Name:	MI:	Last Name:
Title:	Financial Professional/Advisor/Broker/ Agent/Rep ID # or Code: <i>(required)</i>	
Business Phone*: (and extension)	Mobile Phone*: (where you may be reached during business hours)	
Fax:	Email*: (where you may be reached during business hours)	
Signature:	Date: (mm/dd/yyyy)	

*Will only be used for account-related purposes; will not be used for marketing purposes.

(Continue to Part 3 on next page)

PART 3: Existing Accounts

Please provide details for any accounts that have been opened previously that should be linked to your TCM access once established.

Account Name	Account Number

PART 4: Signature of Authorized Representative – Required

I, an authorized representative of the financial professional firm identified in Part 1, have read and agree to the Terms of this Agreement, as set forth in Part 5 on the following pages.

Signature of Authorized Representative:	Date: (mm/dd/yyyy)
Print Name:	Title:

Please retain a copy of this Agreement for your records, and allow two to three business days for processing.

Please **mail or fax** this completed Agreement to:
AssetMark Trust Company • Attn: Operations Department
409 Silverside Road, Suite 105 • Wilmington, DE 19809 • Fax: 302.385.5121

FOR BANK USE ONLY

Processed by:	Date: (mm/dd/yyyy)
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PART 5: Terms of TotalCash® Manager Access Authorization Agreement

1. This TotalCash® Manager (“TCM”) Access Authorization Agreement (the “Agreement”) is by and between the above-signed financial professional firm or financial professional (“TCM User”) doing business with AssetMark Trust Company and The Bancorp Bank (the “Bank”). This Agreement governs the access and authorization of TCM User to receive and view bank account information of clients of TCM User (“Clients”) on TCM (the “Platform”), by telephone or by any other method made available by the Bank. By executing this Agreement, the Bank and TCM User agree to the terms herein.
2. Pursuant to a completed account application providing authorization signed by each Client (the “Authorization”), TCM User agrees to act as an authorized representative for such Clients with respect to viewing and receiving information on those accounts (“Authorized Accounts”). Upon receipt of an Authorization from a Client, that Client’s data will become available to TCM User.
3. With respect to the Platform, TCM User acknowledges and agrees that: (a) access to the Platform requires the use of a Web browser and an Internet Service Provider (“ISP”); (b) the Bank has provided TCM User with a description of the necessary online requirements and guidelines to support access to the Platform, and TCM User has selected its own Web browser and ISP based upon those requirements and guidelines; and (c) TCM User is responsible for providing and maintaining hardware, software, Web browser, ISP or telecommunications configuration as required to access the Platform.
4. In connection with the use of the Platform, TCM User hereby acknowledges and agrees that it will not reverse compile, transfer, copy, modify or alter access to or use of the Platform. Certain information relating to TCM 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 Platform. Without the written consent of the Bank, TCM User may not copy or republish, in any form, any information made available through the Platform. Any descriptions of, or references to, products, services or publications within the Services does not constitute or imply endorsement or approval by the Bank of such products, services or publications.
5. TCM User agrees to reasonably cooperate with the Bank with respect to this Agreement in such manner as may be reasonably requested by the Bank, including in connection with resolution of problems that may arise. The Bank shall be acting solely as an independent contractor and not as an agent of TCM User or any Client with respect to this Agreement.
6. The Bank’s ability to provide Client information 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, services to be provided by third parties may include the display, processing and/or transmission of the Client’s data by such third parties. On behalf of and as a representative of each Client, TCM User agrees that third parties may be utilized for such purposes or otherwise in making information available.
7. (a) Each of the Bank and TCM User (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 (i) shall take all reasonable steps to prevent unauthorized access to the Disclosing Party’s Confidential Information, and (ii) 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.

(b) 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 using the Platform.

(c) The provisions of this Section 7 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 the terms and conditions set forth in 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).

(d) 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 7, 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.

(e) This Section 7 shall survive any termination of this Agreement.

8. (a) Upon execution of this Agreement, the Bank will provide TCM User with a Company ID, a User ID and a password (collectively, the "Access Codes").
- (b) Use of the Access Codes will be the authentication procedure through which TCM User may access the Platform. TCM User agrees to use commercially reasonable measures to keep the Access Codes confidential and to generally seek to prevent unauthorized access to the Platform. TCM User agrees that it shall be solely responsible for the selection of its own internal security procedures.
- (c) In addition to the Access Codes, an encryption procedure will be used when information is transferred between TCM User'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 TCM User agree and warrant to each other that use of the Access Codes and the SSL encryption method are commercially reasonable security procedures for the purposes of this Agreement.
- (d) If TCM User's internal procedures are violated, TCM User agrees to promptly notify the Bank of any such violation, to the extent TCM User believes the Bank or any Client(s) may be affected by such violation. The Bank's security procedures may be changed upon ten (10) days' advanced written notice to TCM User. The Bank reserves the right to restrict access to the Platform and the related systems if the Bank reasonably believes TCM User's Access Codes have been, are being or may be used by unauthorized person(s). In such event, the Bank shall immediately notify TCM User.
- (e) In order to provide Client information by telephone, the Bank may authenticate the identity of TCM User by such methods that the Bank, in its sole discretion, deems appropriate in order to confirm that the person requesting Client information is authorized to receive such information.
- (f) The security procedures may be amended by the Bank from time to time at the Bank's sole discretion.
9. (a) The Bank shall have no liability to TCM User or Clients if the Client information or the Platform is utilized by TCM User, an employee of TCM User, an independent contractor or a third party using the Access Codes or hardware for a purpose or in a manner not consistent with this Agreement. The Bank shall not be responsible to TCM User, an employee of TCM User, an independent contractor or a third party for: (i) its failure to exercise any instruction or direction; or (ii) any occurrence, act or omission not within the Bank's reasonable control, including, without limitation, the inoperability or deficiency 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 the transmission or existence of computer virus(es) or as a result of other similar or dissimilar occurrences, acts or omissions not within the Bank's reasonable control, including, without limitation, any losses incurred by TCM User as a result of any problem with its operation and/or information technology. TCM User further acknowledges and agrees that access to the Internet and the Platform is not within the control of the Bank and the Bank cannot guarantee that TCM User will always have access to the Platform.
- (b) The Bank shall have no liability to any third party as a result of its performance hereunder.
- (c) Provided that the Bank has acted in accordance with the terms and conditions set forth herein, TCM User agrees to indemnify, defend and hold harmless the Bank, its directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, losses, liabilities or expenses, including reasonable attorneys' fees (whether or not such attorneys are employees of the Bank or any affiliated company) ("Claims") resulting from any misuse by TCM User of the Platform or Client information or from any Claims of any third party, including without limitation any Client, based on TCM User's acts or omissions relating to the Platform, Client information and the terms hereunder.
- (d) Without limiting the foregoing, TCM User agrees to indemnify the Bank, its directors, officers, employees, agents, successors and assigns for any such Claims based on (i) TCM User's criminal conduct, negligence or willful misconduct in using the Client information or the Platform; (ii) faulty hardware, software, Web browser, ISP or telecommunications configurations utilized by TCM User in connection with the Platform; (iii) failed, incomplete, defective or incorrect transmissions from TCM User to the Bank, whether due to interruption of electric power or telecommunication services, faulty entry or otherwise; (iv) security breaches of TCM User's facilities, equipment or means of transmission; (v) the transmission by TCM User of computer virus(es) by or through the Platform; and/or (vi) the use of the Platform by means of the Access Codes by any person unauthorized by TCM User to use such Access Codes, or by any person with respect to accounts or transactions for which TCM User lacks an effective Authorization or with respect to Client accounts other than Authorized Accounts.
- (e) The Platform is 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 TCM User 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.
- (f) Except as otherwise stated herein or required by applicable law or regulation, this Section 9 states the Bank's and TCM User's entire liability to each other and any Client with respect to the Services. This Section 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 that are necessary for the Bank's ability to provide the Client information or the Platform hereunder; (iii) if either party is prohibited from performing any of its respective obligations hereunder by any law, regulation, or government agency having regulatory authority over the Bank or TCM User; or (iv) if the Bank reasonably determines that TCM User is utilizing Client information or the Platform for a purpose or in a manner not consistent with the terms herein. Otherwise, either the Bank or TCM User 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. TCM User 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 and access to the Client information or the Platform hereunder.
12. TCM User agrees that neither its rights and obligations hereunder nor this Agreement may be assigned or transferred by TCM User to any third party without the Bank's prior written consent. The Bank reserves the right to assign this Agreement or its performance hereunder to any entity that is a successor to, or which controls, is controlled by, or is under common control with, the Bank.
13. This Agreement along with any exhibits, amendments, Authorization(s) and written disclosures contain the entire understanding between the parties concerning the subject matter of this Agreement. This Agreement may be amended by written notice sent by the Bank at least thirty (30) days in advance of the effective date of the amendment. By using the Platform after the effective date of any such amendment, TCM User will be deemed to have agreed to the applicable amendments relating to the Platform. 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 set forth herein 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 State of Delaware and the laws of the United States of America without regard to conflict or choice of law principles.
15. The parties hereby agree that any and all disputes arising from or related to this Agreement shall be resolved solely and exclusively through arbitration, and not by resort to any state or federal court. Either party may demand arbitration in the event of any such dispute. Such arbitration shall take place before a single arbitrator appointed by the American Arbitration Association in accordance with its usual rules and practices for appointing arbitrators, and shall be governed by the American Arbitration Association's rules for the arbitration of commercial disputes. The arbitration hearing shall take place in Wilmington, Delaware, and the American Arbitration Association shall be advised at the time an arbitration demand is made that the parties have agreed that the hearing shall take place in that city. Upon issuance of the arbitrator's award, either party may seek to confirm the award in any state or federal court that has subject matter jurisdiction over the dispute and personal jurisdiction over the parties.