



LENDING

ACH LOAN PAYMENT AUTHORIZATION

I authorize The Bancorp Bank (Bank) to electronically transfer funds through the Automated Clearing House (ACH) system from my deposit account at the Financial Institution identified below to Bank in payment of the below-referenced loan.

I understand that transfers will be made monthly, on the due date of the loan payment. If the due date falls on a holiday or non-business day, the transfer will be made the next business day. If your payment fails for three (3) consecutive months, Bank reserves the right to remove you from this service. You will be notified should this occur.

I understand that if the balance available for withdrawal from my account, designated in PART 2, is not sufficient to cover the payment authorized in PART 3, or if my bank returns, rejects or reverses the debit entry to my account for any reason, I will still owe the loan payment; and Bank may, at its option, treat this as a failure to make a loan payment. A returned payment charge and/or a late payment fee may apply in accordance with any applicable Schedule of Fees for your loan account.

I hereby certify that no authorization of any party other than mine is necessary to provide for the withdrawal of funds from my account as contemplated by this authorization.

I acknowledge that the origination of ACH transfers to my account must comply with the provisions of U.S. law.

This authorization will remain in effect until I have provided Bank with a written and signed request to revoke my authorization. For one-time transfers, the ACH will be processed on the date Bank receives this completed and signed form unless it is received after business hours; in which case it will be processed on the next business day.

You are not required to make your loan payments by electronic funds transfer.

PART 1: Loan Account with Us ("Transfer to")

Loan Account Name

Loan Account Number

PART 2: Other Financial Institution Information ("Transfer from")

Account Name

Account Number

Account Type:

Personal: Checking Savings

Business: Checking Savings

Financial Institution Name

ABA Routing Number
(Please verify number for ACH transfer with the financial institution)

Financial Institution Address

City

State

ZIP Code

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PART 3: Monthly Loan Payment Information

Please select one of the following payment options:

One-time ACH of: _____
Dollar Amount

Recurring monthly payment of exact amount billed to begin: _____
Month

Recurring monthly payment of exact amount billed plus _____ additional principal each month to begin: _____
Dollar Amount Month

Fixed recurring monthly payment of _____ to begin: _____
Dollar Amount Month

- I understand that should the monthly interest accrual exceed this amount I will have unpaid interest accrual and this interest will remain unpaid and due on my account.

Note: The ACH transaction will be initiated to settle on the same date as the payment due date referenced on your monthly loan statement. There may be delay for ACH transactions initiated to payoff and close a loan. ACH limits are established at the Bank's discretion.

PART 4: Signature

The individual signing below must be an Authorized Signer on **both** of the accounts listed in Part 1 and Part 2.

Signature of Authorized Account Signer

Print Name

Date (mm/dd/yyyy)

Please **mail or fax** this completed form to:

The Bancorp Lending, Attn: Loan Department

409 Silverside Road, Suite 105, Wilmington, DE 19809

Fax: 302.791.5610

Phone: 855.804.0288

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS.

FOR BANK USE ONLY

Date Received (mm/dd/yyyy)

Date ACH Set-up Completed

Processed by

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Your right to stop payment and the procedure for doing so.

If you have authorized the Bank to make regular ACH transfers from your account at another Financial Institution, you can stop any of the transfers by writing, calling, faxing or emailing us at the addresses/numbers provided above. If you choose to contact us by email, which may be unsecure, please include only the last 5 digits of your loan account number in the message, so as to protect your account information.

To cancel a transfer, or to cancel this ACH Loan Payment Authorization, we must receive your request at least 3 business days before the transfer is scheduled to be made.

Any telephone notification you make to stop payment, cancel a transfer or cancel this ACH Loan Payment Authorization must be confirmed in writing, signed and received by Bank within 14 days of your oral notification. Oral requests not confirmed in writing to Bank within 14 days are not binding upon Bank.

Notice of varying amounts.

If your regular loan payments vary in amount, we will inform you in your monthly loan statement, at least 10 days before each transfer, how much it will be and when it will be made.

Liability for failure to stop payment of preauthorized transfer.

If you instruct us to stop a transfer at least 3 business days before it is scheduled to be made and we do not do so, we will be liable for your losses or damages.

If we do not complete a transfer to or from your account on time or in the correct amount according to our loan agreement with you, we will be liable for your losses or damages. There are some exceptions noted below, however, and there may be other exceptions, as set forth in our loan agreement with you. We will not be liable, for instance:

- If, through no fault of our own, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit of your overdraft line at the other Financial Institution.
- You failed to give us enough information, proper instructions or sufficient time to act on the stop payment; or
- We do not receive written confirmation of your telephone or email request to stop payment within 14 calendar days, and the preauthorized transfer occurs after the 14 calendar days. In any case, we will only be liable for actual proven damages if the failure to make your transaction resulted from a bona fide error on our part, despite our procedures to avoid such errors.
- If, despite reasonable precautions taken by us, we are prevented from making the transfer due to circumstances beyond our control (such as fire or flood).