

Confidentiality: Teraverde agrees that Teraverde shall keep Company's Confidential Information in strictest confidence and shall not use, disclose, or publish, or assist any third party in using, disclosing or publishing, any Confidential Information, except as provided in this Agreement.

"Confidential Information" means any and all information received by Teraverde about the business or finances of the Company or any subsidiary or affiliate, including without limitation all financial statements and other financial data, all personnel data, software and other technology, business plans, projections, existing and proposed projects or investments, suppliers, customers, employees, pricing, purchase and sales records and data, marketing, processes and methodologies and trade secrets, but excluding information that the Company deliberately and voluntarily makes publicly available. Company agrees that it will use best efforts not to provide or allow Teraverde access to "personally-identifiable information" as defined in the Gramm Leach Bliley Act and regulations issued thereunder.

Teraverde shall protect the Confidential Information from unauthorized use or disclosure by using the same degree of care, but no less than a reasonable degree of care, as Teraverde uses to protect its own confidential information of like nature. Teraverde will restrict access to: (i) Confidential Information to those employees, affiliates, agents, advisors, consultants and other representatives ("Representatives") who have a need to know for the purposes of this Agreement; and (ii) only the Confidential Information Representatives need for such purposes.

Teraverde shall not be liable for use or disclosure of Confidential Information if the Confidential Information is or comes into the public domain through no fault of Teraverde or its representative, is known to Teraverde without restriction at the time of disclosure, is used or disclosed with the prior written approval of Company; or is independently developed by personnel of Teraverde without reference to Confidential Information.

Breach of Confidentiality: Should Teraverde become aware of any violation of this agreement, it shall: a) take appropriate actions to address incidents of unauthorized access to such nonpublic customer and consumer financial information and any other confidential and proprietary information of the Company; b) notify the Company as soon as possible of any violation; and c) appropriately assist the Company to expeditiously implement Company's response program for such violations.

Confidentiality and Breach of Confidentiality: This agreement of the parties regarding Confidentiality and Breach of Confidentiality is binding upon the parties, their successors and assigns and shall survive the termination of this Agreement for any reason.

Ownership: All Confidential Information, in any form, shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of Services, or at any other time that the Company may request, Teraverde shall deliver, and cause its Representatives to deliver all Confidential Information to the Company and delete or destroy all Confidential

Information in Teraverde's control. Any and all Teraverde documents not containing Confidential Information, including but not limited to, internal research memoranda, consultant notes, records of internal communications, drafts of documents and other similar materials, created or used by Teraverde in connection with the Services are the intellectual property of Teraverde, and the Company has no ownership interest or other rights with respect to these materials.

Teraverde grants the Company a permanent, irrevocable, non-exclusive license to use for Company's business any custom documentation, workflows, design proposals, design and logic of any custom forms, fields, and business rules, and other information that is built to complete or otherwise results from a Statement of Work. Company shall have exclusive title to any custom modification, improvements, and/or amendments that the Company may make to such documentation, workflows, design proposals, design and logic of any custom forms, fields, and business rules, and other information. The source code behind Teraverde software, programs or other deliverables will not be provided to the Company and the Company has no right or interest in such source code, unless specifically transferred by separate written agreement. If separate written agreement is not executed, the Company shall not attempt to obtain the source code by any means, shall not modify or alter the source code, and shall not use or transfer the source code.

Reporting and Information: Teraverde will report directly to the Company designated project manager. The Company shall furnish or cause to be furnished to Teraverde such information as Teraverde reasonably believes appropriate to the execution of the Services.

Termination: Although Teraverde highly values continuing client relationships, the Company has the right to terminate the Services upon reasonable prior written notice to that effect. Because of the nature of the consultant relationship, termination of this Agreement should be in writing, or if made orally, should be promptly confirmed in writing. Conversely, this Agreement may be terminated by Teraverde upon reasonable prior written notice. If this Agreement is terminated by any party, the Company will remain obligated to pay in full for past Services and Teraverde's expenses, in accordance with the terms of this Agreement.

Limitation on Damages: Neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement, even if such party has been apprised of the possibility of such damages. Except for the indemnification obligations of the following paragraph, neither party's liability for any damages arising out of Services or this Agreement shall exceed those charges paid to Teraverde by the Company for the applicable Service.

Indemnification Obligations: Company shall use Teraverde's licensed software and/or Teraverde IP in the ordinary course of Company's business and shall not re-sell, sublicense or allow any other person access to the same. Should any Teraverde licensed

software or Teraverde IP used or furnished by Teraverde in connection with the Services give rise to any patent, copyright, trademark or similar infringement action against the Company by any third parties, Teraverde agrees to indemnify, defend, reimburse and hold harmless the Company, its officers, directors, employees, agents and controlling persons from any and all damages, fees, penalties, costs of defense, attorneys' fees and liability resulting from any and all disputes arising as a result or consequence of such infringement. Company shall not furnish any third parties with documentation or deliverables or Teraverde IP relating to the Services. Should the Company furnish any third parties with documentation or deliverables or Teraverde IP relating to the Services, the Company agrees, subject to applicable laws and regulations, to indemnify, defend, reimburse and hold harmless Teraverde, its officers, directors, employees, agents and controlling persons from any and all damages, fees, penalties, costs of defense, attorneys' fees and liability resulting from any and all disputes arising as a result or consequence of Company's furnishing of such documentation to third parties or a third parties' reliance on such documentation. Should either Teraverde or the Company violate any state or federal statute protecting consumer or customer information, the violating party shall indemnify, defend, reimburse and hold harmless the other party, its officers, directors, employees, agents and controlling persons from any and all damages, fees, penalties, costs of defense, attorneys' fees and liability resulting from any and all disputes arising as a result or consequence of the breach of such confidentiality obligations.

Conflicts: From time to time Teraverde will provide products and consulting Services to other entities in the financial Services industry. Further, affiliates of Teraverde may own interests in, or engage in transactions, with banks and entities in the financial Services industry. Nothing in this Agreement shall be deemed to preclude Teraverde or its affiliates from engaging in such activities without the knowledge or consent of the Company, provided however, that if Teraverde has actual knowledge that the Company has a current or pending contract with an entity in which Teraverde or an affiliate of Teraverde has an interest, Teraverde will advise the Company that such interest exists. Teraverde will not use or reveal Confidential Information given to Teraverde by Company in such activities. The Company acknowledges and agrees that Teraverde may introduce the Company to persons with whom Teraverde has an existing relationship.

Teraverde Personnel. The Company shall not hire Teraverde personnel involved in providing Services for a period of one year following the conclusion of the Services, unless the Company and Teraverde agree differently in writing. In the event of a hire during this time frame, the Company agrees to pay a placement fee of \$150,000 to Teraverde to cover recruiting, training and other replacement costs.

Electronic Communications. Teraverde relies upon electronic communication such as email and cellular telephones and faxes, tools and media ("Electronic Communications") in day to day business communications. Because of their nature, Electronic Communications are not as secure as more traditional lines of communications, such as hard wired telephones and faxes, U.S. Mail, or couriers. In the course of Teraverde's Services to the Company, Electronic Communications for all general information, requests, and otherwise are hereby authorized. The Company understands that some risk exists that any and all Electronic Communications could be intercepted by an unauthorized third party, and the Company accepts that risk. For matters of particular sensitivity or for information that could be compromising or damaging to the Company, the Company's contact person who is working with Teraverde has the authority to consent specifically to the use of Electronic Communications for such matters. Teraverde shall also consider all requests for, or communications of, information from the Company by Electronic Communications as specific consent to respond by Electronic Communications.

Governing Law, Jurisdiction and Venue. This Agreement shall be interpreted and construed according to, and governed by, the laws of Pennsylvania, excluding any such laws that might direct the application of the laws of another jurisdiction. The Company and Teraverde agree that jurisdiction and venue for all actions under this Agreement shall lie in the Commonwealth of Pennsylvania. Any suit or action arising out of this Agreement or any instruments executed in connection with this Agreement shall be brought either in the Court of Common Pleas of Lancaster County, Pennsylvania, or the Federal District Court for the Eastern District of Pennsylvania.

Independent Contractor; No Fiduciary Duty: Each of the parties hereto acknowledges and agrees that it is a sophisticated business enterprise and that Teraverde has been retained pursuant to this Agreement to act as an advisor solely with respect to the matters set forth in this Agreement. In such capacity, Teraverde shall act as an independent contractor, and any duties of Teraverde arising out of its engagement pursuant to this Agreement shall be contractual in nature and shall be owed solely to the Company. Each party disclaims any intention to impose any fiduciary duty on the other.

Amendments: Other than extension of the term or changes in billing rates as provided in this Agreement, any amendment, modification or other change to this Agreement must be in writing and signed by both parties to be enforceable. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement shall remain in full force and effect.