



# HUDSON VALLEY BANK Token Request Form

## SECTION ONE: COMPANY INFORMATION

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Company Administrator \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

## SECTION TWO: REQUESTED ACTION

Tokens will be required for approving all outgoing Wires, ACH and Tax Payments.  
 Please add the following users for Token access by adding their Cash Manager Login/User ID's.  
***(Token Serial Numbers will be assigned by Hudson Valley Bank to your company)***

UserID: _____	User ID: _____
UserID: _____	User ID: _____
UserID: _____	User ID: _____
UserID: _____	User ID: _____
UserID: _____	User ID: _____
UserID: _____	User ID: _____

Total # of Tokens Requested: \_\_\_\_\_

The undersigned hereby represents and warrants to Hudson Valley Bank that I am an authorized signer and have full and complete authority to execute this document on behalf of the above named Company.

Company: _____	<i>(Second Signatory if required)</i>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Note: By signing and returning this document, you acknowledge receipt of the Token Addendum which you received along with this document. Please return this form to your closest Hudson Valley Bank Branch. Should you have any questions in filling out this form, please contact your branch directly.**



## Hudson Valley Bank

### Token Addendum

**THIS ADDENDUM SUPPLEMENTS THE TERMS AND CONDITIONS FOR USE OF THE CASH MANAGEMENT SERVICES OFFERED THROUGH HUDSON VALLEY BANK (“WE”, “OUR” OR “US”) BY THE CUSTOMER (“YOU” OR “YOUR”). THIS ADDENDUM DETAILS THE TERMS AND CONDITIONS UNDER WHICH YOU MAY USE THE SERVICES SPECIFICALLY PROVIDED FOR UNDER THE HUDSON VALLEY BANK CASH MANAGEMENT SERVICES AGREEMENT (THE “AGREEMENT”). EXCEPT WHERE MODIFIED BY THIS ADDENDUM, THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN EFFECT. IF THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS ADDENDUM, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN.**

**YOU AND US HEREBY AGREE AS FOLLOWS:**

#### **1. GENERATION OF WIRES, ACH TRANSFERS AND/OR TAX PAYMENTS.**

In order to enable you to generate wire transfers, ACH transfers and/or tax payments and as an enhanced security feature to your account, we shall issue to you security token devices (hereinafter called a “Token” or “Tokens”). Depending on the specific functions required by you for use of services provided for under the Agreement, you may be issued one or more Tokens. After a one-time registration process within the HVB Cash Manager Platform, when you attempt to approve a Wire, ACH or Tax Payment you will be prompted to enter the “Token Code” from your device to release the funds. This “Token Code” is a unique one-time password generated code by the Token and will enable you to complete your transaction. The Token Code will automatically change every 60 seconds to ensure security.

#### **2. RESPONSIBILITIES OF YOU.**

You agree to establish and implement physical, technical and administrative measures to prevent unauthorized use of your Tokens. Losses which arise from unauthorized access to your accounts caused by improper safekeeping of the Tokens are the sole responsibility of you. You agree to notify us immediately if any Tokens are lost, stolen or misplaced. Your authorized personnel will be required to perform and complete certain tasks before any services contemplated hereunder or under the Agreement may be used or accessed. You are solely responsible for assigning such tasks to appropriate personnel and for confirming completion.

#### **3. LIABILITY AND INDEMNIFICATION.**

The following provisions are in addition to the provisions regarding liability and indemnification contained in the Agreement. You are liable for all transactions that you make or that authorize another person to make, even if that authorized person exceeds his or her authority. You expressly agree that in no event shall we be liable for lost profits or for any consequential, special or indirect losses or damages which may arise in connection with the services provided for in this Addendum, including the issuance of Tokens to you. You agree to indemnify and hold us harmless (including the payment of reasonable attorneys’ fees) against all liability arising out of, or in connection with, the services provided hereunder unless such liability arises directly from our gross negligent conduct.

**THIS ADDENDUM AND THE AGREEMENT EMBODIES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN. THERE ARE NO REPRESENTATIONS, PROMISES,**

**WARRANTIES, UNDERSTANDINGS OR AGREEMENTS, EXPRESS OR IMPLIED, EXCEPT FOR THOSE EXPRESLY SET FORTH HEREIN.**

**IN WITNESS WHEREOF, THIS ADDEDNUM HAS BEEN EXECUTED AS OF THE FRST DATE SIGNED ON THE TOKEN REQUEST FORM.**

**Acceptance of Addendum: The completion and return of the Token Request Form will confirm acceptance to the terms and conditions of this addendum.**

**Fees: The initial request of Tokens will be absorbed by the Bank. Additional tokens requested will be at a rate of \$25.00 per token.**