

**SECURITY NATIONAL BANK
TREASURY MANAGEMENT SERVICES AGREEMENT**

This Treasury Management Services Agreement (this “**Agreement**”) sets forth the general terms and conditions applicable to the Treasury Management Services (the “**Service**” or “**Services**”) between Security National Bank (“**Bank**,” “**We**,” “**Us**,” “**Our**”) and the undersigned customer (“**Customer**,” “**you**,” “**your**”) identified on the Treasury Management Services Enrollment Form (“**Enrollment Form**”), which is made part of this Agreement by this reference. The individual signing this Agreement represents and warrants to Bank that the individual has the authority to execute this Agreement on Customer’s behalf.

Notwithstanding the foregoing, certain Services will require Customer to complete other materials to explain or facilitate the use of a Service (“**Implementation Documentation**”) before that Service will be made available to Customer.

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I. GENERAL TERMS AND CONDITIONS

1. Entire Agreement: This Agreement (including each applicable addendum, schedule, appendix, exhibit, authorization or other document delivered or made available by Bank to Customer) is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s). Each section below shall be read as a separate agreement between the parties. In the event a section is silent, the provisions of these general terms and conditions shall govern. If there is an inconsistency between one of the below-drafted sections and this section, the language of the below-drafted section shall govern.
2. Terms and Conditions: This Agreement contains the terms and conditions for several different services. Only the terms and conditions of the Services for which the Customer authorized or utilizes shall apply to the Customer, with the exception of these General Terms and Conditions, which shall apply to all Services. If a Customer utilizes any of the below-described services, it is agreeing to the terms and conditions of that Service as described below.
3. Compliance with Laws and Regulations: In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any Applicable Law to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such Applicable Law and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement, the ACH Rules, or the security procedures or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.
4. Provision of Information and Cooperation: Customer represents and warrants that all information provided by Customer to Bank in connection with this Agreement and the Services is accurate and true. Customer will cooperate with Bank, including the provision of any information and/or documents reasonably requested by Bank, in the event Bank requires assistance with its provision of any Services or the performance of its obligations hereunder.
5. Use of Services by Customer Affiliates. Customer may, from time to time, request that any person or entity directly or indirectly controlling, controlled by, or under common control with Customer (“Affiliate”) be permitted to use Services Customer has enrolled for.
 - a. Documentation and Authority. By signing an Enrollment Form that contains accounts owned by an Affiliate or Affiliates, Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Services or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, all Affiliates and the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of two years after termination of the Services, adequate documentary evidence of such authorization from each Affiliate or account holder of each account, executed by the duly authorized officer(s) of each such Affiliate or account holder in accordance with that Affiliate or account holder’s bylaws or board resolutions. By accessing or using a Service, each Affiliate agrees to be bound to the terms of this Agreement and authorizes the Administrator to act as agent for such Affiliate in connection with any and all matters that are within the Administrator’s authority under this Agreement, including, without limitation, all powers described in Section 24. Customer and all Affiliates specifically acknowledge that the Administrator is empowered to select accounts used with a Service and to delegate authorities in connection with such accounts to Users. Each Affiliate agrees that all notices received by an Administrator will be effective against the Affiliate and any and all actions by Customer shall be binding on Affiliates. Customer agrees to notify Affiliates of any notices received, agreements made and actions taken on behalf of any Affiliate. Bank may conclusively rely on Customer’s authority to act for itself and to bind the Affiliates with respect to any actions required to be taken by Customer in connection with this Agreement and any applicable Services.
 - b. Indemnification. In addition to any other indemnification obligations set forth in this Agreement, Customer agrees to indemnify Bank for any and all losses that Bank may suffer or incur in connection with providing Services to Affiliates or any other matters related to the Agreement, except for losses attributable to Bank’s gross negligence or willful misconduct. In addition, Customer agrees that it is liable to Bank for each Affiliate’s performance under, and compliance with, the terms of the Agreement (including, without limitation, the payment of fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer) and all applicable terms of selected Services, and with regard to such performance and compliance by any Affiliate, Bank may enforce the Agreement directly against Customer without first being required to seek enforcement against any Affiliate.

c. Warranties. Customer represents and warrants to Bank that each Affiliate that it permits to use a Service is directly or indirectly controlling, controlled by, or under common control with Customer, and that Customer has all necessary power and authority to act for and on behalf of each Affiliate in connection with this Agreement. Each Affiliate represents and warrants to Bank that it directly or indirectly controlling, controlled by, or under common control with Customer, and that all necessary action was taken by the Affiliate's governing body to provide Customer all necessary power and authority to act on behalf of Affiliate in connection with the Services of such Affiliate as contemplated by this Agreement. Each Affiliate represents and warrants to Bank that (1) the execution and delivery of the Enrollment Form by Customer, which accepts the terms of the Agreement, has been authorized by all necessary corporate and governmental action and does not violate any contract provision or law applicable to such Affiliate, or any provision of such Affiliate's organizational documentation or any other agreement binding upon such Affiliate, and (2) the person(s) executing and delivering the Enrollment Form for and on behalf of such Affiliate is duly authorized to do so. Each Affiliate and Customer agree that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Affiliate hereby agrees that Bank will not be liable and such Affiliate shall not sue or otherwise make claims against Bank for or on account of any claim for damages arising out of or relating to Bank allowing the arrangements contemplated by the Enrollment Form or this Agreement, including any fraudulent activity or instructions resulting from or relating thereto.

d. Authorized Agent. Affiliate authorizes Customer to act as its agent in connection with any account owned by Affiliate and designated on the Enrollment Form, any Service that we provide to Affiliate, and this Agreement. All terms of this Agreement will apply in all respects to Affiliate when Customer is acting as its agent, and Affiliate will be legally bound by and responsible for all acts, instructions, and inaction of Customer.

6. Limitations of Liability; Indemnity:

- a. In the performance of the services, Bank shall be entitled to rely solely on the information, instructions, representations, and warranties provided by Customer or Customer's agents, and shall not be responsible for investigating or confirming the accuracy or completeness thereof. Customer agrees to promptly review all Account statements and promptly notify the Bank of any problems or concerns.
- b. The Bank shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing these Services.
- c. Bank is not liable for: any modifications or changes to any Software utilized as a part of this Agreement made by Customer or any third party within the control or on behalf of Customer, any misuse of the Software by Customer or any third party within the control or on behalf of Customer, or the failure by Customer to comply with applicable state and federal laws and regulations; any claims relating to the improper use or reproduction of any information retained or viewed by Customer, its agents, or employees, any claims relating to Customer's failure to safeguard or prevent the unauthorized use or reproduction of any of data or information collected, stored, transmitted, or otherwise used as a part of this Agreement.
- d. Bank shall neither be held responsible for nor incur any liability for any computer errors or malfunctions that are related in any way to Customer's computer systems or programs, or for any costs associated with updating, modifying, or terminating the Services.
- e. Bank is not responsible for any unauthorized actions initiated or caused by Customer or its employees or agents, or for any incorrect information provided to Bank and entered by Customer or its employees or agents. Bank shall not be responsible for Customer acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person or entity. Customer agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Bank is responsible for any act of omission by Customer or any other person described in this section.
- f. Bank shall neither be held responsible for nor incur any liability for any damages, costs, or other consequences caused by or related to Bank actions that are based on information or instructions that Customer provides to Bank.
- g. Bank shall neither be held responsible for nor incur any liability for any damages, costs or other consequence caused by the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Agreement or for any refusal of a Payor Financial Institution to pay an Electronic Item or Substitute Check for any reason (other than the breach of contract, negligence or willful misconduct of Bank), including without limitation that the Check, Electronic Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature (each defined term in this subsection having the meaning assigned to it under the Check Clearing for the 21st Century Act and its implementing regulation, Regulation CC (collectively, the "Act").
- h. The Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, Federal Reserve Bank risk control or any other rules, or regulations, or equivalent of any U.S. governmental regulatory authority.
- i. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BANK'S AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, AND ARISING DURING ANY 12-MONTH PERIOD SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR SUCH 12-MONTH PERIOD.
- j. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Fraud Detection Services and Safeguarding Your Account.** By entering into this Master Agreement you acknowledge and confirm that we have made certain Services available to you that are designed to detect and/or deter fraud. While no such Service will be completely effective, Services we offer will reduce the likelihood that a fraudulent, unauthorized or altered item will be paid from your Account. You also acknowledge that failure to use those Services could substantially increase the likelihood that a fraudulent, unauthorized or altered item may ultimately be paid from your Account. You agree that if you fail to implement and use any of these Services that we make available to you, or you fail to comply with the provisions of this Master Agreement and your Deposit Account Agreement, you will be precluded from asserting claims against us for paying from your Account an unauthorized, altered, counterfeit or other fraudulent item that such Service was designed to detect or deter, and that we will not be required to credit your Account for any such paid item or otherwise have any liability to you for paying such items.

8. Acknowledgement of Limitation of Liability: Bank and Customer agree that the limitations of liability in this Agreement are a bargained for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party acknowledges and agrees that the other party would not enter into this Agreement, without the limitations of liability set forth in this section. Customer agrees to hold the Bank harmless from any loss or damage resulting from Customer's

breach of this Agreement, or Customer's negligence, or any loss or damage arising from the unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representatives, Administrators, Users, agents, contractors, or employees.

9. Customer Requests: Bank shall not be obligated to honor any Customer request if the amount requested exceeds the collected balance in the Customer's Account. Bank has the sole discretion to reject or not process any transaction if Customer does not have funds available in the Account(s) specified in the transaction request.
10. Fees:
 - a. Customer will pay Bank the set-up and service fees as set forth in the Bank's fee schedule, which may vary based on the Services subscribed to or as otherwise required by Bank. Notice of changes to these fees or requirements will be provided as is required by law, or if there is no specific requirement of law, Bank will take reasonable steps calculated to provide notice to Customer. Customer shall be responsible for and pay all sales and other taxes applicable to this Agreement and imposed by a governmental authority, including without limitation any sales, use, and other taxes associated with the Services. Bank may charge to the Account all fees and taxes imposed on Bank that are the responsibility of the customer.
11. Term and Termination:
 - a. The term of this Agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows:
 - i. By either party upon 30 days written notice to the other party, for any reason
 - ii. By Bank upon three days written notice to Customer for Customer's failure to:
 - (1) Pay Bank any amount due to Bank under this Agreement, or
 - (2) Install and use any changes or updates to the Software as required herein, if such breach is not cured within such three-day period, or
 - iii. By Bank immediately if Bank discovers any misconduct on the part of Customer or if Bank deems continued use of a particular Service to be contrary to prudent banking practices.
 - iv. By Bank immediately for failure of the Customer to adhere to the ACH Rules in a manner that permits the ODFI to comply with the ACH Rules.
 - v. By Bank immediately upon the direction of any regulatory authority with supervisory authority over Bank.
 - b. Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and electronic items, including returned Checks or electronic items that were in the process of being transmitted or collected prior to the termination date.
 - c. Upon termination of this Agreement, Customer will immediately cease using the Software and documentation related to the Services.
 - d. Customer will keep all Accounts at Bank open until the later of (i) 60 days after the date of termination or (ii) final payment with respect to all processing fees, and will keep in such Accounts an amount sufficient to cover any remaining outstanding checks. If any such outstanding checks or returned items exceed the amount in an Account, Customer will pay such excess to Bank upon demand.
 - e. If applicable, Customer will continue to retain Checks and forward Checks to Bank as provided in the Deposit Capture Services Section below.
 - f. This Termination provision shall apply not only to the termination of the Agreement as a whole, but also shall apply if Customer desires to terminate any of the below described individual Services and the terms and conditions of that service agreement are silent as to termination.
12. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska and this Agreement. It shall be the responsibility of you and your Authorized Representatives that transactions processed through the Services comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of you and your Authorized Representatives to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)
13. Attorney's Fees: If any action is brought by either party against the other regarding the subject matter of this Agreement, including any court action or arbitration proceeding, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney's fees, costs of court, expert witness fees and other expenses of action.
14. Amendments: Bank may amend the provisions of this Agreement that govern the procedures and functions of any Service or product hereunder, and any such amendment will become effective:
 - a. Upon Customer's receipt,
 - b. Upon such later date as may be specified in such notification,
 - c. Upon publication in the Online Banking Service System (except where otherwise required by Applicable Law), or

- d. At such earlier date as Bank may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security, or operability of the Service or product.
15. Severability: In the event any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired in any manner and shall continue to be valid and enforceable to the fullest extent permitted by law.
16. License: Subject to the Terms and Conditions of this Agreement, Bank hereby grants Customer a non-exclusive, non-transferable license to:
- a. Use required Software for the Service provided by the Bank, in accordance with the documentation and solely on authorized equipment;
 - b. Copy and use the documentation solely to support Customer's authorized use of the Software;
 - c. Copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions of each applicable addendum, schedule, appendix, authorization or other document delivered or made available by the Bank to the Customer with respect to the Software and documentation. Any copying of Software besides the reasons aforementioned are grounds for termination of this Agreement.
17. Third Party Services: Customer may, from time-to-time access or utilize certain third party applications, products, services, or software through Bank the Services ("Third Party Service(s)") including, but not limited to, the Bill Payment Service offered by Bank. Any such Third Party Service governed by the separate terms of service (including any required payments) and privacy policies applicable to that Third Party Service as provided to Customer separately. Customer understands and acknowledges that its Administrator or designated user is authorized by you to accept such Third Party Services including any applicable privacy policies to the Third Party Service and related updates.
18. Confidential Information: Bank acknowledges it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to:
- a. Maintain the confidentiality, integrity, and security of such information;
 - b. Use such information only for the purposes set forth in this Agreement, including without limitation for the performance of its obligations and exercise of our rights hereunder;
 - c. Disclose such information only to our employees, agents, or others only as necessary to perform our obligations and exercise our rights hereunder, or as otherwise permitted by law;
 - d. Maintain commercially reasonable physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank's business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.
19. Disclaimer: BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. ANY SOFTWARE PROVIDED BY BANK AND ITS LICENSORS IS PROVIDED "AS IS". CUSTOMER HEREBY WAIVES AND RELEASES BANK AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM, ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AUTHORIZED EQUIPMENT AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION:
- a. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY;
 - b. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE;
 - c. ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND
 - d. ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR OUR LICENSORS WARRANT THAT OPERATION OF THE SOFTWARE OR THE AUTHORIZED EQUIPMENT WILL BE ERROR-FREE OR UNINTERRUPTED.
20. Assignment: Customer may not assign its rights, license or delegate its duties under this Agreement without the Bank's prior written consent, which will not be unreasonably withheld or delayed. Bank may assign its rights, license, or delegate its duties under this Agreement without the prior consent of Customer.
21. No Waiver: The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance. See section 10 Governing Law for applicable jurisdiction.
22. Security Interest: Customer grants Bank a security interest in all of the Customer's Accounts, as security for the performance of Customer obligations hereunder.
23. Third Party Beneficiaries: This Agreement is for the sole and exclusive benefit of Bank and Customer and is not intended to benefit any third party, except Bank's licensors. Customer and Bank acknowledge and agree that any party that licenses the Software to Bank, directly or indirectly through one or more sublicenses, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.
24. Relationship Between Parties: This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties

in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

25. Notices; Instructions: All notices permitted or required under this Agreement will be in writing and will be deemed given upon actual delivery.

a. Any notice addressed to the Bank should be as follows:

Security National Bank
Attn: Treasury Management Sales
P.O. Box 31400
Omaha, NE 68131

b. If to Customer: The address or email set forth in Bank's current account records. If Customer has a change in address, it must inform the Bank of the updated information within a reasonable time.

c. Bank shall be entitled to rely on any written notice or other electronic communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative of Customer, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in the Enrollment Form or other documentation delivered or made available by the Bank to the Customer to be completed prior to utilizing the Service. The Customer may add or delete any Authorized Representative by written notice or electronic instructions to the Bank in the form and manner prescribed by Bank. Such notice shall be effective after Bank has had reasonable opportunity to act upon the request.

26. Managing your Services: You must specify at least one Administrator to manage your Services. You hereby agree that the Administrator may designate authorized users for the Online Banking Services as well as the other Services described in this Agreement (each, a "**User**") and assign them specific functions and delegate specific permissions to them. You may designate an Administrator for the Services other than as set forth in the Enrollment Form by providing written notice to us in a form acceptable to us. Such written notice of designation of an Administrator will only take effect after we have received such notice and had a reasonable opportunity to act on it. This Administrator function allows you to centralize and monitor access to the Services and the Accounts. If you authorize other persons, including, without limitation, Users, to use your credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the Services) and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your credentials.

27. Consent to Electronic Delivery Notice; Electronic Statements: You agree that any notice or other type of communication, including, without limitation, all electronic statements, provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be electronically provided by posting the notice on the Bank System (as defined in the Online Banking Services Section below) website or by email and that you will not receive paper statements. You understand and acknowledge that you or a designated employee will receive a notification that electronic statements and disclosures are available at SNBconnect.com via the email address entered during your initial Online Banking login. Security National Bank will only include information specific to your account notification. The notification will not include your full account number. The email notifications are also subject to the terms and conditions of your Internet Service Provider. The delivery of your customer email may be delayed or prevented for many reasons and we do not guarantee the accuracy of the contents, except at the originating time. You agree to notify us immediately of any change in your email address. In particular, by entering into this Agreement, you consent to receive the following documents as electronic statements:

- a. Periodic Statements
- b. Regulatory Disclosures
- c. Notifications related to the Services
- d. any other important notifications

You must have access to a personal computer or a personal computing device with Internet access and a supported Internet Browser installed that supports at least 128-bit encryption security. Electronic statements will be presented on the SNBconnect.com online banking website after you select your account and click on the "Documents" button. You will be able to view a history of statements. We will either send you notification or post online any changes in hardware or software requirements needed to access electronic statements. It is your sole responsibility to ensure your personal computer and related equipment are compatible and capable of operating in a manner that allows you to utilize our electronic statements service.

We use commercially reasonable safeguards, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronic statements. This security is contingent upon your responsible behavior in protecting your username and password. Unauthorized use of electronic statements or information accessed via electronic statements is strictly prohibited.

We make no representation or warranties that you will have continuous or uninterrupted access to electronic statements and SNBconnect.com or any of its content or functions, or that any of the functions will be error-free. Electronic statements and email notification are provided to you "as-is" and "as-available". It is your right to request a paper copy of your statement at any time; however, certain fees may apply. To request a paper copy, please contact our Help Desk at (402) 661-3166 or contact your banker.

28. Force Majeure: Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

29. No Other Use: The Services give you access to services and information from Bank. These services, and the information provided are the property of Bank. You may use the Services only for your personal use and may not reproduce, sell, or distribute all or any portion of the information provided to you by the Services.

30. **Right to Set-Off:** Bank retains the right to the fullest extent permitted by law to set-off any amounts owed to Bank by Customer under this Agreement. In the exercise of its right to set-off, Customer agrees that Bank may, at its sole discretion, debit Customer Account(s), including without limitation, any reserve account Customer is required to maintain hereunder, for any obligations due and owing to Bank.
31. **Arbitration:** Any claim, dispute, or controversy ("**Claim**") arising out of or relating in any way to: (i) this Agreement; (ii) Customer's access to and use of the Services (iii) advertisements, promotions or oral or written statements related to the Services, as well as goods or services purchased with the Services; or (iv) transactions made using the Services, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Douglas County, Nebraska. **ARBITRATION OF CUSTOMER'S CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: (i) the termination of the Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of Customer's right to receive Services, or any amounts owed on Customer's Accounts, to any other person or entity; or (iv) closing of Customer Account or the Services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE SERVICES.

II. DEFINITIONS

Unless otherwise specifically defined in another Section of this Agreement, the following terms shall have the definitions below:

"ACH" means the Automated Clearing House (ACH) network for the electronic funds transfer system governed by the operating rules of the National Automated Clearinghouse Association ("**NACHA**").

"ACH Operator" has the meaning assigned in the ACH Rules.

"ACH Rules" means the NACHA Operating Rules and Guidelines, in effect from time to time and used by Bank to settle ACH transfers.

"Account(s)" means any commercial or personal account such as a checking, savings, money market, certificate of deposit, commercial loan or line of credit, as included and approved by the Bank in writing, on the Agreement.

"Administrator" means an individual designated by the Customer to appoint Users and add, remove, delete, and adjust the Services selected by Customer's Authorized Representative for Users as part of the Online Banking Services. For purposes of clarity, unless an Administrator is also an Authorized Representative of Customer, an Administrator cannot make changes to Accounts, the Account Structure, or add Services not selected by the Authorized Representative on the Enrollment Form.

"Applicable Law(s)" means all federal and state laws, rules, and regulations, and regulatory guidance in effect from time-to-time governing or relating to this Agreement or the Services, including, without limitation, the ACH Rules and guidance issued by the Federal Financial Institutions Examination Council and similar advising bodies.

"Authorized Representative" means an individual authorized as a signatory for Customer's Accounts with authority to add or remove Services and Accounts on behalf of Customer and to appoint Administrators.

"Business Day(s)" means a day on which Bank's main office is open to the public for carrying on substantially all of its business functions but shall not include Saturdays, Sundays or legal holidays observed by Bank.

"Check(s)" means checks, drafts, money orders, and other instruments or items for the payment of money that may be handled as cash items by Federal Reserve Banks.

"Effective Entry Date" means the date included in any Entry as the date upon or after which such Entry is to be effective.

"Entry" or "Entries" has the meaning assigned in the ACH Rules and shall also mean the data received from Customer hereunder from which the Bank prepares such Entries.

"Indirect Customer" means a customer of Customer.

"ODFI" means the Originating Depository Financial Institution.

"On-Us Entry" means an Entry received for credit to an account maintained with Bank.

"PIN" means personal identification number.

"Third Party Sender" has the meaning assigned in the ACH Rules.

"Third Party Service-Provider" has the meaning assigned in the ACH Rules.

"Software" means that portion of the software developed, licensed and/or provided by Bank and its licensors for operation of the Services that Bank delivers or provides to Customer hereunder.

Other defined terms used in this Agreement have the meanings assigned to them in the Sections below.

III. BUSINESS ONLINE BANKING SYSTEM SERVICE

1. Acceptance of Business Online Banking System: This Section III sets forth the terms and conditions of Bank's Business Online Banking System f/k/a Execubanc Online Banking ("System") ("Online Banking Service(s)") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
2. Online Banking Services: The Services covered by this Section III are those that we make available to you through the Online Banking Service. The Services currently include the ability to review and download Account information and submit stop payment orders. Additional services are available allowing transfer of money between Accounts you have with us, send wire transfers and ACH transfers and files. We may suspend Services at our discretion. Account access may not be available for multiple signature Accounts. You are responsible for the equipment you use to access the On-Line Banking Services as well as for any software requirements. It is also your responsibility to have a connection to the Internet through an Internet Service Provider (ISP). It is your responsibility to protect your computer from all computer threats, such as viruses. You are liable for losses stemming from the insecure storage of your written username and password information, password sharing and the use of insecure public computers.
3. Access: Once we have received all required Implementation Documentation and verified your Account information, we will send you either by secure email or by postal mail, a confirmation of our acceptance of your enrollment along with your assigned user identification and temporary password. You will change the password upon your initial login to the System and this password will not be communicated to us. You accept responsibility for the confidentiality and security of your password and agree to change your password every six months. For security purposes, upon three unsuccessful attempts, to use your password, your access will be revoked. To reestablish your authorization to use Online Banking, you may contact us to have your password reset or to obtain a new temporary password. For ACH and wire transfers you will also receive additional Multifactor identification. Your password must meet the minimum password standards set by Bank. If you believe that your online password may have been lost or stolen, or that someone has accessed your Account without permission, please notify us immediately.
4. Security.
 - a. Customer will be responsible for the distribution of all passwords, user identifications, PINs, tokens, template codes, and/or other identifying information ("Security Credentials") issued to any Authorized Representative, Administrator, or User and for maintaining the confidentiality and security of such Security Credentials. Bank may, in its sole discretion, require additional verification at any time. Customer will ensure that the access granted to each Authorized Representative, Administrator, or User to the Services is limited to only the access and information necessary for the Authorized Representative, Administrator, or User to perform his or her job functions on behalf of Customer. Customer will ensure that all Authorized Representatives, Administrators, and Users will be trained and qualified to access and use the Services in accordance with the terms of the Agreement, the Enrollment Form, and any Implementation Documentation. Customer is responsible for its Authorized Representatives', Administrators' and Users' compliance with the terms of the Agreement, the Enrollment Form, and the Implementation Documentation, for all acts or omissions of the Authorized Representative, Administrators, and Users, and for all use of any Security Credentials other than by Bank or Bank's third-party contractors or use by third-parties of Security Credentials obtained by such third parties from Bank or Bank's third-party contractors.
 - b. Customer will not, and will ensure that its Authorized Representatives, Administrators, and Users do not:
 - i. access or use the Services outside of the United States or for any purposes other than for its own internal business purposes (except as authorized by Bank in its sole discretion) as disclosed to Bank in writing;
 - ii. modify, reverse engineer, disassemble or decompile any part of the Service;
 - iii. knowingly transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, malicious code, or other harmful or deleterious computer code, files or programs to or through the Services; provided, that Customer will use commercially reasonable measures (at least industry standard) to screen for the foregoing;
 - iv. interfere with or disrupt the servers or networks connected to or providing the Services;
 - v. remove, change or obliterate the copyright, trademarks, service marks, or other proprietary protection legends or notices that appear in connection with access to and use of the Services; or
 - vi. copy, re-sell, republish, download, frame or transmit the Services, including in order to act as a consultant for any third party or, unless otherwise permitted under the Agreement, as a service bureau, outsourcing or application service provider for any third parties, or otherwise allow any third party to use or access the Services.
 - c. Customer is responsible for changing the Security Credentials of its Authorized Representatives, Administrators, and/or Users if it believes that any of those Security Credentials have been lost or stolen or might otherwise be misused and for disabling any Authorized Representative, Administrator, or User's Security Credentials promptly upon the termination of employment of such Authorized Representative, Administrator, or User or the cessation of such Authorized Representative, Administrator, or User's need to access the Services. Customer will promptly notify Bank if Customer believes the Services or Bank's databases have been compromised by use of a Security Credential associated with the Services. Customer should change Security Credentials whenever any person with access to them transfers to a new assignment, leaves Customer's employment, or is no longer authorized to use the Services on Customer's behalf, or if Customer believes its Security Credentials have been compromised. Security Credentials should also be changed regularly. Bank is authorized to provide Services to, to release Customer information to, and accept as authentic any instructions given to Bank by any person who has entered any Security Credentials assigned to Customer unless Bank has reason to believe Customer's account was compromised. Bank assumes no risk for security of public/private networks or telephone/data lines external to us used in conjunction with the Services.

- d. Customer agrees that the Services shall be provided in accordance with Bank's then current systems, standards and procedures and that Bank shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Customer. Unless otherwise agreed in writing by Bank, all transaction, settlement and other data and information used in connection with the Services shall be provided to Bank in Bank's then current data formats and by means of Bank's then current telecommunications configurations and protocols. Bank may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Bank. Customer shall comply with all time deadlines, equipment and software maintenance and upgrading requirements which Bank may reasonably impose on Customer from time to time. Customer expressly agrees that Bank may honor the request(s) or instruction(s) of any purported representative of Customer at any time during the Term of this Agreement, and that Bank may act in reliance upon such request(s) or instruction(s) in connection with Bank's provision of the Services hereunder. All expenses due to required changes and upgrades shall be at Customer's sole cost and expense. Customer shall be responsible for all technical support for its systems and integration related issues. Customer agrees that it will use commercially reasonable efforts to complete any required integration as soon as possible. Customer will be responsible for all of its own development and implementation costs associated with any necessary integration.
- e. Certain of the Services used by Customer may be subject to a security procedure. To the extent applicable, the following provisions apply:
- i. Description of Security Procedure: Customer agrees Bank will use security procedures for applicable Services (collectively, "Security Procedure") to verify the authenticity of information transmitted or sent to Bank electronically or otherwise ("Transmitted Information"). Customer agrees that Bank is entitled to reasonably modify, supplement or alter the Security Procedure, in whole or in part (provided that no such modifications reduce the level of protection), at any time and that Customer will be required to comply with the Security Procedure as reasonably modified, supplemented or altered in order to continue to use Services. Customer agrees to the Security Procedure as stated in this section and any additional security procedures noted in this Agreement, unless otherwise agreed to with Bank.
 - ii. Review of Security Procedure: Customer shall review this Security Procedure before using a Service and before sending Transmitted Information, taking into consideration the size, type, and frequency of Transmitted Information Customer transmits or anticipate transmitting and other factors Customer deems relevant to a desired security procedure. If at any time Customer believes the Security Procedure is no longer a commercially reasonable method for providing security against unauthorized Transmitted Information for any Service, whether due to a change in the size, type, and frequency of Transmitted Information or any other reason, then Customer shall notify Bank so that Bank can work with Customer to implement an alternative security procedure. In addition to this Security Procedure and/or specific security procedures under a different Services section in this Agreement, Customer is required to select or decision additional dual control procedures.
 - iii. Authentication: Customer agrees that the purpose of the Security Procedure is to verify the authenticity of Transmitted Information and that it is not provided to and does not detect errors in the transmission or content of Transmitted Information.
 - iv. Effective Transmitted Information: Bank may reasonably change Customer's unique Security Credentials from time to time. Customer agrees not to authorize others to initiate any information subject to the Security Procedure that is inconsistent with the Services Customer requests from Bank. Customer shall take all necessary steps to prevent the unauthorized use or disclosure of its unique Security Credentials and to otherwise establish and maintain procedures to protect against the provision of unauthorized Transmitted Information. TRANSMITTED INFORMATION SHALL BE EFFECTIVE AS CUSTOMER'S VALID ORDER TO BANK AND CUSTOMER AGREES TO BE BOUND BY THE SAME IF: (1) IT WAS IN FACT TRANSMITTED OR AUTHORIZED BY CUSTOMER; OR (2) IT WAS ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURE, WHETHER OR NOT IT WAS ACTUALLY AUTHORIZED BY CUSTOMER. Compliance with the Security Procedure shall be documented by Bank's computer system and unless there is substantial evidence to the contrary, the Bank's records will be presumed correct with respect to all questions concerning the actions documented therein. This Security Procedure may be carried out by Bank's computers without unbundling of files or human oversight on individual Transmitted Information. Customer is solely responsible for the security of the non-bank endpoints. Bank does not guarantee security of the secured connection, which shall be considered part of Customer's "transmitting facilities" for purposes of UCC § 4A-203. Bank has no responsibility for monitoring, verifying or assuring the security of the dedicated line or its connection to Customer's computer. Customer is solely responsible for the security of its computer system, for maintaining the security of and controlling the use of its Security Credentials, and for notifying Bank immediately if Customer has reason to believe that its security has been breached.
 - v. Unauthorized Access: Customer warrants that no individual under Customer's control (including its subcontractors) will be allowed to initiate Transmitted Information in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedure and any Security Credentials provided by Bank in connection with the Security Procedure provided to Customer. Customer is and shall remain responsible for the security of the Security Credentials, the Security Procedure and all use of and access to the foregoing, whether authorized or unauthorized. If Customer believes or suspect that any such information or instructions have become known or accessed by unauthorized individuals, Customer agrees to verbally notify Bank immediately, followed by written confirmation. The occurrence of unauthorized access will not affect any transmissions of Transmitted Information made in good faith by Bank prior to receipt of such notification and within a reasonable period of time to prevent unauthorized transmissions. In the event of any unauthorized Transmitted Information, Customer agrees to cooperate and to provide such information as Bank may reasonably request to investigate and recover any resulting loss. Absent Bank's breach of this Agreement, error, negligence or willful misconduct, Bank shall not be liable for acting upon unauthorized Transmitted Information received or reasonably believed to have been received from an authorized source connected to Customer's accounts or Customer's Authorized Representatives, Administrators, or Users.
 - vi. Commercial Reasonableness: Customer confirms and agrees this Security Procedure is commercially reasonable for purposes of this Agreement. Customer agrees that for purposes of determining whether any Security Procedure is commercially reasonable, any additional verifications that the Bank requires and any internal policies, procedures and technologies that Bank employs from time to time shall be taken into account and considered part of the agreed Security Procedure, even though they are not specifically set forth in this Agreement. Customer acknowledges that Customer: (i) has the option of submitting Transmitted Information via other channels (e.g., via non electronic procedures with confirmation); and (ii) has had an opportunity to propose Customer's own unique security procedure, and Customer has freely selected the Security Procedure. After consultation with Customer's own counsel, Customer stipulates and agrees that the Security Procedure herein constitutes a "security procedure" for purposes of § 4A-201 of the Uniform Commercial Code of Nebraska. Customer represents that Customer: (x) considers itself qualified to determine, and has, independently evaluated the risks presented by the Security Procedure; and (b) has determined that the Security Procedure is no less protective than other security procedures in use by similarly situated companies. Customer hereby stipulates and agrees that the Security Procedure is commercially reasonable within the meaning of § 4A-202 of the Nebraska Uniform Commercial Code and that Customer's computer and

5. Changes in your Online Information: You, through your Authorized Representative, can add or delete any of your bank Accounts or services by making the request to a banker. Additional paperwork may be required for certain changes. It is your and your Authorized Representative's responsibility to immediately notify Bank of changes in employment status for any Administrator or any User that may have access to online banking. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the account holder.
6. Hours of Access: You may access your bank Account through System seven days a week, 24 hours a day. However, there may be times when the System is unavailable due to System maintenance or an emergency. We agree to post notice of any known extended periods of non-availability on the System web site. See #11 below for more information on System Interruptions.
7. Charges: You agree to be responsible for any telephone charges which you incur by accessing your Bank Accounts through the Online Banking Services. You are also responsible for any fees assessed and billed separately by your internet service provider.
8. Online Banking Automatic Notifications and Alerts: You agree to receive automatic notifications delivered by email, text, or through online banking alerts regarding transactions, password resets/changes, information regarding bill payments, or any scheduled changes or modifications that may affect the availability or function of your online banking Account (collectively, "**Alert(s)**").
 - a. You also have the option to choose Alert messages that are specific to your Accounts. These Alerts can provide, but are not limited to, Account balance notifications, transactions posting to any of your Accounts, or marketing messages from us regarding special offers or new products. Each Alert has different options available, and you will be asked to select from among these options upon activation of your Alerts service.
 - b. There are no fees associated with setting up or cancelling any Alert specific to your online banking Account. You also understand that if you fail to login to your online account and it becomes dormant in accordance with Bank policies, your online banking Account login will be suspended, and any user selected Alerts may be discontinued. Upon reactivation of your online account, you may need to reset all user selected Alert options.
 - c. Alerts must be managed and/or added online through the Service. We may add new Alerts s from time to time, or cancel old Alerts. We usually notify you when we cancel alerts, but Alerts but are not obligated to do so. We reserve the right to terminate the Alerts service at any time without prior notice to you.
 - d. Methods of Delivery. We may provide Alerts through one or more channels ("**endpoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an email message; or (d) your Bank message inbox. You agree to receive Alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
 - e. Alerts via Text Message. To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the Alerts tab in the System. For help with SMS text Alerts, text "HELP" to 96924. In case of questions please contact customer service at 855-614-4061.
 - f. Limitations. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
 - g. Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full Account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your Accounts, and anyone with access to your Alerts will be able to view the contents of these messages.
9. Email Services: Bank email service is available for our Online Banking Service customers. Bank email may be used only for general, non-urgent communications and may not be reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Customer must contact Bank by telephone or in person or through some other procedure other than the Online Banking Service. Email messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with "written" notice.
 - a. Transaction requests and time sensitive information such as transfers from your Accounts, bill-payment requests, stop payment requests, or to report lost or stolen credit cards, ATM cards, debit cards, usernames or passwords may not be made using bank email.
 - b. We reserve the right to terminate Services if email is used for threatening, abusive, obscene, libelous, defamatory or offensive material. Offensive material includes, among other things, sexually explicit messages or other messages that can be construed to be harassment or disparagement of others based on their race, color, religion, disability, age, sex or national origin.
 - c. You may use the Contact Us feature of our web site to notify us of errors on your statements. You should not consider that we have received your notification unless and until you receive a response from us. If you do not receive a response from us within two Business Days, you should resend your message or contact by calling us at (402) 344-7300 or toll free at (844) 762-1964.
10. Transaction Authorization: Bank is entitled to act on instructions received through Online Banking under your password or token with PIN and without inquiring into the identity of the person using that password or token with PIN. DO NOT DISCLOSE your password or share your token with PIN under any

circumstances, either by telephone or to anyone claiming to represent Bank. Bank's employees do not need to know and should not ask for your password. You are liable for all transactions made or authorized using your password or token with PIN. If you give your password or token with PIN to anyone, you do so at your own risk. Anyone to whom you give your Online Banking password or other means of access will have full access to your Accounts even if you attempt to limit that person's authority. You must notify Bank to disable your password or token if you become aware that your password or token with PIN has been lost, stolen or otherwise compromised and that it should not be honored. You are liable for all transactions that you (or if you are using a joint Account, any of you) make or authorize, even if a person you authorized exceeds your authority. You hereby release Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your Account(s) and/or you have given your password to such person, or, in the case of a jointly held Account such person is one of the owners of the Account. You agree to indemnify the Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions. All external transfers will require additional Multifactor Authentication. You will be issued a token that will be used to log in to Bank's Online Banking Services. External transfers include, but are not limited to, wires, ACH transfers, etc.

11. Interruptions in Services: Bank may on a regular basis perform maintenance on the Bank's equipment and systems that may result in interruption of the Online Banking Service. Bank will not incur any liability to you as a result of any such interruptions.

IV. DEPOSIT CAPTURE

1. Acceptance of Service: This Section IV sets forth the terms and conditions of Bank's Remote Deposit and Mobile Deposit Capture Service ("**Deposit Capture Service(s)**") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.

2. Purpose and Service Description; Definitions:

- a. Remote Deposit Capture: Using an approved check scanning device (the "**Scanner**") Customer may use the Deposit Capture Service to create the Images of certain Checks and transmit the Images to Bank for deposit to Customer's Commercial Account(s) (the "**Deposit Capture Account(s)**") as designated in the Deposit Capture Service Implementation Documentation in order to receive payments from Indirect Customers. Customer will access Deposit Capture Services through a browser based software program provided, owned and administered by Bank (the "**Program**"). After Bank receives the check "**Images**", Bank may in its sole discretion use the Images to create a "**Substitute Check**" or "**Image Replacement Documents**" (as those terms are defined by the Act) ("**IRDs**"). After creating the IRDs, Bank shall then present the IRDs to the Indirect Customers' banks or other financial institutions on which the initial Check would otherwise be presented for payment (each a "**Paying Bank**"). Funds deposited through the Deposit Capture Service may not be provisionally credited to your Account until the next Business Day if we receive your deposit after 5:00 p.m. CST or on a day that is not a Business Day, funds from these deposits will not be available immediately. We may convert the information and images you submit into a differently formatted item and may then collect that item in a manner we choose. Even though we may have sent you a confirmation or receipt, if your items are not finally paid or are returned to us for any reason, we may reverse the credit to your Account.
- b. Mobile Deposit: Another function of Bank's Deposit Capture Service is to provide a way to deposit certain checks to a Deposit Capture Account by using a cell phone or other handheld mobile device (a "**Mobile Device**") to send us information along with the image of the check (a "**Mobile Deposit**"). A Mobile Deposit may not be provisionally credited to your Deposit Capture Account until the next Business Day if we receive your deposit after 5:00 p.m. CST or on a day that is not a Business Day, funds from these deposits will not be available immediately. Funds from a Mobile Deposit will not be made available faster than any other deposit. We may convert the information and images you submit into a differently formatted item and may then collect that item in a manner we choose. Even though we may have sent you a confirmation or receipt, if your items are not finally paid or are returned to us for any reason, we may reverse the credit to your Deposit Capture Account. Use of the Mobile Deposit feature of the Deposit Capture Services is subject to the Mobile Deposit Agreement presented to you the first time you use the Mobile App to make a Mobile Deposit. You must agree to the Mobile Deposit Agreement to utilize the Mobile Deposit feature of the Deposit Capture Service.

3. Conditions to Bank Providing Deposit Capture Service:

- a. Implementation Documentation: Customer must complete all Deposit Capture Service Implementation Documentation to Bank's satisfaction.
- b. Audit: Bank reserves the right to perform an onsite audit at Customer's location(s) to ensure compliance with SNB and Customer's security procedures.
- c. Scanner: Customer agrees to purchase a Bank-approved scanner and shall be solely responsible for all costs associated with the purchase and maintenance of the Scanner.
- d. Computer Hardware and Internet Access: Customer agrees to purchase and maintain all computer hardware and operating systems necessary to support the Scanner and Program. This includes maintaining up-to-date commercially acceptable anti-virus/security and patch management software. Customer further agrees to purchase and maintain in good standing "high-speed" internet-access services from an appropriate internet service provider to enable adequate Customer interface with the Program.
- e. Deposit Capture Account(s): Customer agrees to maintain with Bank at least one Deposit Capture Account for the purpose of providing available funds and for deposit of received funds in connection with the use of the Deposit Capture Services. In addition to the terms of this Agreement, the Deposit Capture Account(s) are subject to the terms of Customer's other Account agreements with Bank. Unless otherwise permitted by Bank, Customer shall maintain funds collected from the Paying Banks in its Deposit Capture Account(s) sufficient to support any transaction initiated by Customer using the Deposit Capture Services, and to cover any fees arising under the terms of this Agreement and/or Customer's other Account agreements with Bank. If at any time there are not sufficient funds in the Deposit Capture Account(s) to cover all outstanding transactions and other payment obligations of Customer under this Agreement and Customer's other Account agreements with Bank, Customer agrees to immediately pay Bank, upon demand, any deficient and outstanding amount. Bank may in its sole discretion, and without prior notice or demand, debit any Deposit Capture Account(s) or any available Reserve Account (as defined below) for the amount of such outstanding deficiency.
- f. Method of Presentment of Items: Bank shall have exclusive discretion to determine the manner in which Deposit Capture transmissions are cleared and/or presented for payment to Paying Banks.

4. Installation; Support: Bank agrees to provide instruction and consultation to assist Customer in its initial installation of the Scanner and setup of the Program for a period of 30 days after Bank's acceptance of Customer's Enrollment Form electing to receive the Deposit Capture Services (the "**Installation Period**"). Following the Installation Period, any Customer inquiries regarding use and/or maintenance of the Scanner or Program shall be subject to the applicable fees on Bank's fee schedule provided as part of the Implementation Documentation.

5. Right to Use Program/Limited Sublicense: Bank hereby grants Customer a non-transferable and non-exclusive sublicense for use of the Program, subject to the terms and conditions set forth in this Agreement. Customer acknowledges and agrees that the Program is valuable, confidential, and proprietary property, and agrees not to transfer, distribute, reverse compile, modify or alter the Program or any information related to the Program. Upon termination of these Deposit Capture Services, Customer shall destroy all information it has with regard to the Program or return all such information to Bank.
6. Notice Disputes with Indirect Customers: All disputes between Customer and any Indirect Customer relating to the Deposit Capture Services shall be a matter addressed between Customer and Indirect Customer. Bank shall have no obligation to assist with, participate in, or incur any liability arising from any cost or resolution relating to any such disputes. Customer agrees to indemnify, defend and hold Bank and its officers, directors, employees, agents and representatives, as well as its affiliates and each of their respective directors, officers, employees, agents and representatives, harmless from any claim, liability, loss, or expenditure relating to any such Indirect Customer dispute. Bank reserves the right to offset Customer's Deposit Capture Account(s) or Reserve Account for any claim, liability, loss or expenditure incurred by Bank as a result of Customer's dispute with an Indirect Customer.
7. Unauthorized Access; Security Procedures: Bank strongly advises Customer to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or allow the early detection of) fraud or other unauthorized activity by Customer's personnel. Bank may deny access to the Deposit Capture Services without prior notice if it is unable to confirm to its reasonable satisfaction any person's authority to access the Deposit Capture Services or if Bank believes such action is necessary for security reasons. Customer is solely responsible for losses attributable to any and all acts and omissions of its personnel, or any other person who accesses the Deposit Capture Services using Customer's assigned User IDs and passwords/PIN. If a security breach occurs, there shall be a presumption that Customer's security was breached unless Bank's internal security is proved to have been breached. All security breaches must be reported to the Bank immediately to ensure fraudulent activity is prevented or halted.
8. Customer Additional Representations and Warranties: In addition to Customer's representations and warranties stated elsewhere in the Agreement, Customer represents and warrants to Bank with respect to the Deposit Capture Service the following, which representations and warranties shall be true as of the date of this Agreement and as of each date when Customer utilizes the Program to send Images to Bank for processing in accordance with the terms of this Agreement:
- a. Customer and the Indirect Customers with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes;
 - b. Customer will not submit Images to Bank that contain information which duplicates information previously provided to Bank or that contains information with respect to Checks that have been previously transferred to, deposited with or attempted to clear through a third party unless Bank has notified Customer that the Image is an Exception Item (as defined below);
 - c. Customer will notify Bank when depositing remotely created checks using the Deposit Capture system.
 - d. Customers will use the Services only for Checks payable to or endorsed or deposited by Customer;
 - e. Deposited checks must be properly endorsed prior to images being captured by the scanning system. Proper endorsement must contain "**Mobile Deposit Only Security National Bank**" or the equivalent. Without a proper endorsement the deposited images may not be accepted.
 - f. Customer has not altered any data sent to Bank so that it does not accurately reflect the Checks received by Customer;
 - g. Each Indirect Customer shown as the payor on an Image received by Bank from Customer was from an Indirect Customer who was properly notified that the check would be subject to the Services and did not indicate a desire to be excluded from the Services;
 - h. Customer will transmit to Bank only Images suitable for processing, including, but not limited to, Images that are legible and contain machine-readable MICR data; and
 - i. Customer's use of the Services is subject to, and Customer agrees to abide by, all procedures and operating guidelines which have been, or will be, established by Bank in connection with the Services.

In addition, you agree not to deposit:

- i. Any check drawn on an institution outside the United States;
- ii. Any check not payable in United States currency;
- iii. Any check that is damaged, illegible, altered, incomplete, or fraudulent;
- iv. Any check that is marked "non-negotiable";
- v. Any check on which a stop payment has been placed;
- vi. Any check for which there are insufficient funds;
- vii. Any check more than six months old;
- viii. Any Image Replacement Document (IRD) or Substitute Check or item that is not the original check;
- ix. Any check drawn on a line of credit, consumer, or business;
- x. Any savings bond; and

Xi. A check directly or indirectly for the benefit of any other person or entity.

9. Maintenance, Retention and Destruction of Checks: Customer shall securely maintain and store all Checks which have been deposited with Bank using the Services for a period of (60) calendar days ("**Customer Retention Period**"). Customer shall establish written security procedures designed to limit access to all such Checks and ensure Checks are under lock and key to minimize the potential for fraudulent activity. Following the Customer Retention Period, Customer shall destroy each check using a commercially acceptable document destruction method. Customer acknowledges and agrees that, in addition to complying with any terms as set forth in this Section IV (Deposit Capture Services), Customer shall also be responsible for complying with the terms of the Act (as applicable).
10. Receipt of Files: Bank shall not be responsible for any Images transmitted by Customer using the Services until Bank has acknowledged receipt of such transmission (a "**Deposit Detail Report**" listing the batch identification number, submission date and time). Bank is not responsible for any Images which it does not receive from Customer, or for Images that, for any reason, Bank fails to receive during transmission by Customer. Under no circumstance shall a Deposit Detail Report by Bank be construed as acknowledgement by Bank that the transmitted file contains no errors or that Bank is responsible for any information contained therein. Any credit extended to Customer by Bank following a Deposit Detail Report is provisional, and Customer hereby agrees to indemnify Bank for any loss sustained by Bank for acceptance of the transmitted file.
11. Exception Items: Bank hereby expressly reserves the right to reject any Images transmitted by Customer that Bank in its sole discretion determines to be ineligible for the Services (an "**Exception Item**"), including, without limitation, Images of Checks drawn on banks outside the United States, Images that are illegible, Images of items previously converted to Substitute Checks or IRDs, Images with unreadable MICR information and images not properly endorsed. Each Business Day on which Bank reviews and processes Customer's Images, Bank will notify Customer of all Exception Items through a communication channel at Bank's discretion. Customer agrees that if he/she/it wishes to deposit an Exception Item into the Deposit Capture Account(s), Customer may do so only by depositing the original Check with Bank. Permissibility of any such deposit is subject to Bank's sole discretion. Customer acknowledges and agrees that should Bank initially accept an item later determined to be an Exception Item, Customer shall be solely responsible for any costs, fees or penalties associated therewith. Customer also agrees that Bank's failure to identify an Exception Item shall not be construed as acceptance of that item, and that Bank may, in its sole discretion, later reject the item and reverse the transaction, whereby Customer shall be solely responsible for any costs, fees or penalties associated therewith.
12. Re-initiation of Deposit Capture Transactions: If an Image transmission is rejected by Bank for any reason, Bank may, in its sole discretion, re-evaluate the Image and process it in accordance with the terms and procedures of this Agreement. However if such rejection is due to improper processing or supplying of incomplete information by Customer, Customer shall reinitiate such transaction containing complete and accurate information, and be solely responsible for any costs associated therewith. If for any reason Customer is unable to re-transmit a rejected Image, Customer shall, in its sole expense, supply Bank with complete and accurate information and documentation deemed necessary by Bank to process the Image.
13. Reversal of Deposit Capture Image Transaction: If Customer discovers any transmitted Image is erroneous for any reason, Customer shall immediately notify Bank of such error. If such notice occurs after Bank has provided a Deposit Detail Report and processed the Image, Bank shall work in good faith to reverse the transaction and Customer shall be solely responsible for any costs, fees or penalties associated therewith. In the event that Bank has not processed the Image prior to receiving the Customer's notice, Bank shall cease processing the erroneous Image and await a re-transmitted Image from Customer or a deposit of the original Check before processing the same.
14. Processing Deadline: Bank is subject to certain processing deadlines as specified in the Implementation Documentation. All Deposit Capture Service transactions received by Bank prior to the deadline will be processed the date such transaction was received. All Deposit Capture Service transactions received after the deadline will be processed the next Business Day.
15. Returns after Termination: If Bank incurs any expense for a Check deposited by Customer after Customer has terminated this Section IV (Deposit Capture Services), Customer agrees that Bank may debit Customer's Deposit Capture Account(s), Reserve Account, or any other Accounts of Customer with Bank have been closed by Customer, Bank will send a request for payment to Customer, and Customer agrees to immediately pay Bank upon receipt of such request.
16. Discrepancies: In the event of any conflicts in the instructions received by Bank from or regarding the Customer or any Images or Image transmission relating to them, Bank may in its sole discretion and without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by the Customer or by Bank to the Deposit Capture Account(s) funds, Images, or any proceeds thereof until such conflict has been properly resolved to the satisfaction of Bank.
17. Bank's Performance: Except for damages arising from gross negligence or willful misconduct, Customer acknowledges and agrees that Bank shall not be liable for any damages or loss of any kind resulting from any error or omission by Bank in performing the Deposit Capture Services; provided, however, in no event shall Bank be liable for any lost profits, lost savings or other indirect, punitive, special, incidental, economic or consequential damages of any nature whatsoever or however caused. Customer further acknowledges that Bank's systems and procedures established for providing the Deposit Capture Services are commercially reasonable.
18. Bank's Liability for Equipment and Service: Bank is not responsible for any loss, damage or injury resulting from: (i) an interruption in Customer's electrical power or internet service; (ii) the disconnecting of Customer's internet service line by Customer's internet service provider, or from deficiencies in the quality of Customer's internet connectivity; or (iii) any defect or malfunction of the Scanner or internet connection; or (iv) incompatibility with operating system and Internet browser updates and/or incompatibility with any other third-party software installed on the Customer's Deposit Capture Service computer.
19. Bank's Liability for Failure to Complete Deposit Capture Transactions: Bank will process and complete all Deposit Capture Service transactions properly initiated through the Services in accordance with the terms on the Image (as required by the Act) and the terms of this Section IV (Deposit Capture Services). If Bank does not timely or accurately complete a Customer's Deposit Capture Service transaction in accordance with the terms of this Section IV (Deposit Capture Services), Bank's liability for Customer's losses and damages shall be limited to those directly and proximately resulting from Bank's service deficiency; provided, however that under no circumstances will Bank be liable for lost profits, lost savings or other indirect, punitive, special, incidental, economic or consequential damages of any nature whatsoever or however caused, attorney's fees, or any other costs, fees or penalties incurred by Customer. In addition, Bank shall not be liable if:
 - a. Through no fault of Bank, the Indirect Customer does not have sufficient funds in his/her/its account to make the applicable transfer or payment;
 - b. The Scanner or the Program malfunctions, and Customer knew or reasonably should have known about the malfunction when Customer initiated the applicable Deposit Capture Service transaction;

- c. A Paying Bank mishandles or delays handling a Deposit Capture transaction initiated by Bank;
 - d. There is an error on the Indirect Customer's Check; or
 - e. There is a Force Majeure event (as defined in the Agreement).
20. **Additional Indemnification by Customer:** In addition to Customer's other indemnification obligations under the Agreement, Customer understands and agrees that Substitute Checks will be the legal equivalent of the original Checks for all purposes as provided by the Act. Pursuant to the Act, Bank will be deemed to make certain warranties and will have certain indemnity responsibilities to third parties with respect to the Checks submitted by Customer as Images using the Services. Customer agrees to reimburse and indemnify Bank to the extent Bank is required to pay any warranty claim or indemnify any third party with regard to Customer's Checks or Images. Bank's right of reimbursement and indemnity is absolute and unconditional, shall survive termination of this Agreement, and shall not, for any reason, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment.

V. ACH ORIGATION SERVICE

1. **Acceptance of Service:** This Section V sets forth the terms and conditions of Bank's ACH Origination Service ("**Origination Service(s)**") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
2. **Purpose and Defined Terms:** Customer wishes to initiate ACH Entries pursuant to the terms of this Agreement and the ACH Rules, and Bank is willing to act as an ODFI with respect to such Entries. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the ACH Rules.
3. **Rules and Law:** In the event Customer violates any of the applicable ACH Rules and NACHA imposes a fine on Bank because of the Customer's violation, Bank may charge the fine to Customer. Bank agrees to inform Customer of revisions to the ACH Rules of which Bank has actual knowledge. The Bank will notify Customer electronically with information concerning holidays that may impact Customer's ACH processing schedule, security notices and updates, and other important information related to ACH processing. It shall be the responsibility of Customer that the origination of ACH transactions complies with U.S. law.
4. **Restricted Transactions:** "Restricted transactions" as defined by Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.
5. **Security Procedures:**
 - a. Customer and Bank shall comply with the security procedure requirements described in the ACH Security Procedures set forth in this Section 5, with respect to Entries transmitted by Customer to Bank. Customer acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Bank and Customer for the detection of any such error.
 - b. Customer is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. Customer warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard Account information and access from unauthorized parties.
 - c. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with the security procedures detailed in the ACH Security Procedures, provided to Customer as part of the Implementation Documentation. If Customer suspects that any such information or instructions are accessed by unauthorized persons, Customer will notify Bank immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.
 - d. All files will be formatted in a NACHA or other pre-approved format; transmission specifications will be established by Bank.
 - e. **Required Security Procedures**
 - i. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.
 - ii. Bank will not be responsible for verifying the authenticity of any person claiming to be an Authorized Representative of the Customer or the authenticity of any instruction, direction or information provided.
 - iii. Bank may, but is under no obligation to, hold suspicious files, files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the ACH Rules, or for other reasons. Such files will require authorization by an Authorized Representative of Customer before transmission to the ACH Operator.
 - iv. Bank requires the following minimum levels of network and computer security for all Originators.
 - v. Commercially acceptable*, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
 - vi. Hardware and software Firewalls.
 - vii. Hardware and VPN Encryption when using remote access.

- viii. Process to patch systems timely**.
- ix. Written security policy and procedures designed to protect the Company's network from unauthorized access (*i.e.*, data breach) and avoid disclosing Protected Information (non-public personal information, including financial information used to create, or contained within, an Entry and any other related Addenda Record).
- X. Regular employee training.

*Legitimate purchased or subscription-based security suite.

**Patch cycle of a minimum of once every 30 days or industry standard best practices

- xi. Customer shall supply evidence to Bank of the above security requirements within two Business Days of such request.
- xii. Bank requires the following account security.
 - (1) Online Banking sessions must be accessed using One-Time Use Password/Token technology.
 - (2) Secondary usage of a new One-Time Use Password/Token during file transmission.
 - (3) ACH file verification using a call-in with PIN or dual control with one person submitting the file and another person approving the file.
 - (4) New or altered credentials will require authorization before becoming active.
 - (5) Limit changes must be verified by an Authorized Representative or Administrator.
 - (6) With customers using call-in with PIN, the Customer's Authorized Representative will provide Bank with verification of the totals contained in the transmission prior to processing the file. In the event of a discrepancy in the totals, Bank will not process the file until file totals can be verified.
 - (7) Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Company's personal computer. Company is solely responsible for access to ACH Protected Information maintained by Company.

6. Processing, Transmittal and Settlement by Bank:

- a. Except as provided in Section 5 (Security Procedures), Bank shall (i) process Entries received from Customer to conform to the file specifications set forth in the ACH Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the ACH Rules.
 - b. Bank shall transmit such Entries to the ACH Operator by the deadline set forth in the Origination Services Implementation Documentation two Business Days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's related cut-off time set forth in the Origination Services Implementation Documentation on a Business Day, (ii) the Effective Entry Date is at least two days after such Business Day, and (iii) the ACH Operator is open for business on such Business Day.
 - c. If any of the requirements of clause (i), (ii), or (iii) of Section 6.b. are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
7. On-Us Entries: Except as provided in Section 8 (Rejection of Entries), in the case of an On-Us Entry, Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 6(b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account on the next Business Day following such Effective Entry Date.
8. Rejection of Entries: Bank shall reject any Entry which does not comply with the requirements of this Section V (ACH Origination Service), or which contains an Effective Entry Date more than two days after the Business Day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the ACH Rules. Bank shall have the right to reject any Entry if Customer has failed to comply with its Account balance obligations under Section 14 (The Account). Bank shall notify Customer by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
9. Cancellation or Amendment by Customer: Customer shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting a Receiver's account.
10. Notice of Returned Entries: Bank shall notify Customer by mail, secure email, or phone of the receipt of a returned Entry from the ACH Operator.
11. Notifications of Change: Bank shall notify Customer of all Notifications of Change received by Bank related to Entries transmitted by Customer by mail no later than two Business Days after receipt thereof. Customer shall ensure that changes requested by Notifications of Change are made within six Business Days of Customer's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.

12. Reinitiation of Entries: Customer may not reinitiate Entries except as prescribed by the ACH Rules.
13. Payment:
- Customer shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement on the Settlement Date with respect to such Entry as Bank, at its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such entry as Bank, at its discretion, may determine.
 - Customer shall pay Bank the amount of each debit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.
 - Bank shall promptly pay Customer the amount of each credit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.
14. The Account: Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the Account(s) of Customer identified in the Origination Services Implementation Documentation, and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of such receipt by Bank. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any Account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement. Upon request of Bank, Customer agrees to promptly provide to Bank information pertaining to Customer's financial condition. Bank reserves the right to pull a credit report at any time to evaluate Customer's ongoing financial condition.
15. Account Reconciliation and Periodic Statement: The periodic statement issued by Bank for Customer's Account will reflect Entries credited and debited to Customer's Account. Your role is extremely important in the prevention of any wrongful use of your Account. You must promptly examine your statement upon receipt. If your records and ours disagree, please contact us at (402) 344-7300.
16. Customer Additional Representations and Agreements; Additional Indemnity: In addition to Customer's representations and warranties elsewhere in this Agreement, Customer agrees that (a) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting of its Account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of Entries set forth in this agreement, (d) Customer shall perform its obligations under this Agreement in accordance with all Applicable Law, and (e) Customer shall be bound by and comply with the ACH Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver. Customer shall indemnify Bank against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.
17. Liability; Limitations On Liability; Indemnity:
- With respect to the Origination Services, in addition to any other limitations on Bank's liability stated elsewhere in this Agreement, Bank shall also be responsible only for performing the services expressly provided for in this Section V(ACH Origination Service), and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (as defined in the ACH Rules and including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institutions), and no such person shall be deemed Bank's agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Bank is responsible for, any act of omission by Customer or any other person described in this Section V (ACH Origination Service).
 - In no event shall Bank be liable for any consequential, special, punitive or indirect loss or damage that Customer may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
 - Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Bank is otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account from any claim of any person that Bank is responsible for, any act or omission of Customer or any other person described in Section 17.a., of this Section V(ACH Origination Service)).
18. Compliance with Security Procedures:
- If an Entry received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry was not authorized by Customer, provided Bank acted in compliance with the security procedure referenced in ACH Security Procedures provided herein.
 - If an Entry received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referred to in the Origination Services Implementation Documentation and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.
 - Inconsistency of Name and Account Number: Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and Account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository

Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the Account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

19. Data Retention: Customer shall retain data on file adequate to permit remaking of Entries for 30 days following the date of their transmittal by Bank as provided here, and shall provide such data to Bank upon its request. Non-compliance with data retention protocol may result in termination of ACH Services.
20. Third Parties: Customer shall enter into contract with and assume full liability for any action made by any Third-Party Service Provider or Third Party Sender used by Customer at its discretion to initiate Entries on its behalf. Customer is responsible for the Third-Party's adherence to the ACH Rules, the terms of this Agreement and security requirements, and other agreements pursuant to online banking. Customer will notify Bank of the use of any Third-Party. Failure to do so may result in termination of the ACH Service.
21. Reversing Entries: Customer shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of the reversing Entry. This notification may be made by Customer's method of choice, email or telephone.
22. Audit: Bank has the right to audit Customer's compliance with the Applicable Law, Bank policies, and this Agreement. Customer will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials. Failure or noncompliance to provide requested documents may result in termination of the ACH Service.
23. Termination: In addition to Bank's other termination rights under this Agreement, Bank reserves the right to suspend or terminate the Origination Services at its own discretion at any time, such as; but not limited to; for breach of any of the ACH Rules or other violation of this Agreement in a manner that prevents Bank to comply with the ACH Rules or its Security Procedures (see IV.5 above). Termination is effective immediately upon written notice of such termination to Customer. Any termination of the Origination Services shall not affect any of Bank's rights or Customer's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination.
24. Cooperation in Loss Recovery Efforts: In the event of any damages for which Bank or Customer may be liable to each other or to any third-party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
25. Transmittal of Entries by Customer: Customer shall transmit Tax Payments, PPD, CTX, CCD+, and CCD credit/debit Entries to Bank in compliance with the formatting and other security requirements set forth in the Enrollment Form. Customer will not transmit Entries using Entry types other than those referenced in this Agreement. Restrictions on Entry types permitted may be further defined in the Enrollment Form.
26. Exposure Limits: Company's ability to originate Entries under this Agreement is subject to ACH exposure limits in accordance with the ACH Rules. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Customer to Bank shall comply with limits set forth in the Implementation Documentation. Bank reserves the right to modify ACH exposure limits from time to time at its sole discretion.
27. Authorizations Consumer:
 - a. Customer agrees to obtain written Authorizations for PPD Entries in accordance with the ACH Rules and U.S. law and will retain a record of the authorization for a period of two years from the termination or revocation of the Authorization. Customer shall, upon request within two Business Days, provide Bank an original or copy of the Receiver's Authorization for PPD Entries.
 - b. Provides written notification to the Receiver 10 days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.
 - c. Provides written notification to the Receiver seven days in advance of the new debit date if the date of the debit changes.
28. Authorizations Corporate: Customer agrees to obtain written Authorizations in accordance with the ACH Rules and U.S. law for CCD, CCD+, and CTX Entries. Customer shall, upon request within two Business Days, provide Bank an original or copy of the Receiver's Authorization.
29. Prenotifications: Customer agrees that when sending prenotifications, Customer will send prenotifications three Business Days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to Bank in the format and on the medium provided in the ACH Rules and in the Origination Services Implementation Documentation. Should Customer receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries shall not be initiated. Should Customer receive a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.
30. Reporting Requirement: Bank will provide reporting information to the National Association for Customer regarding Entries whose return rate for Entries exceeds the Unauthorized Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as specified by the ACH Rules. Customer understands that exceeding any of the return rate thresholds or levels may result in the suspension or termination of ACH services and Customer may be responsible for any fines incurred.
31. Uniform Commercial Code Article 4A (UCC-4A) Disclosure: In regard to the origination of "wholesale credit" Entries, (defined as incoming corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), Security National Bank shall provide disclosure as required by Uniform Commercial Code Article 4A to Customer.
32. Enrollment Requirements and Special Requirements of Federal Tax Payments: Customer warrants that it has enrolled in the Electronic Federal Tax Payment System (EFTPS) and has selected the ACH credit option. Customer warrants that all special requirements of the EFTPS system be met, including the generation of prenotification Entries before the first tax payment is sent. Customer further warrants that if it is generating the tax payment, it will use the CCD format with a TXP Addenda Record as required. (If the tax payment is generated by Bank, the previous statement can be removed.)
33. Same Day ACH:
 - a. If Customer wishes to initiate Same Day ACH Debit or Credit Entries (as approved by Bank in its discretion) pursuant to the terms of this Agreement and this Section V (ACH Origination Service) and the ACH Rules. Customer will initiate Entries with an Effective Entry Date of the current date, and

submit those Entries to Bank per the processing deadlines for Same Day Settlement. Same Day Entry Fees will apply to said Entries. Any ACH Entries received by Bank containing stale-dated or incorrect/invalid Effective Entry Dates may be processed as Same Day ACH Entries without notice.

- b. Same Day Processing Notification: Customer agrees to notify Bank prior to the delivery deadlines as to their intent of processing an ACH file or funds transfer Same Day.
- c. Security: Customers agree to the security procedures outlined above as part of the Same Day ACH Service Implementation Documentation.

VI. ACH FRAUD FILTER SERVICE

1. Acceptance of Service: This Section VI sets forth the terms and conditions of Bank's ACH Fraud Filter Service ("**Fraud Filter Service(s)**") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
2. Definitions: As used in this Section VI (ACH Fraud Filter Service) the terms have the corresponding meanings set forth below:
 - a. "**Authorized Account**" means the Account(s) of Customer maintained at Bank to which the ACH Fraud Filter services rendered by Bank will apply.
 - b. "**Available Funds**" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC (12 CFR 229 et seq.) and Bank's applicable funds availability schedule and policies as described in Bank's current deposit Account agreement and disclosure.
 - c. "**Exception Item**" means an ACH Entry that is blocked or filtered as provided in the ACH Fraud Filter Implementation Documentation.
 - d. "**Exception Item Report**" means a record describing Exception Items that is provided by Bank to Customer under this Section VI (ACH Fraud Filter Service) (including the ACH Fraud Filter Implementation Documentation).
 - e. "**Pay Request**" means the instructions of Customer to Bank requesting Bank to pay an Exception Item.
 - f. "**Return Request**" means the instructions of Customer to Bank instructing Bank not to pay an Exception Item.
3. ACH Fraud Filter Services:
 - a. ACH Fraud Filter: As provided in this Agreement, specified ACH transactions will be subject to block and/or filter services on the terms set by your Administrator. In all cases, Customer must provide Bank with all information required by Bank in order to permit Bank to deliver the block and/or filter services for ACH Entries. Unless Customer has provided Bank with sufficient information to block or filter ACH Entries, Bank may pay and debit or credit to the Authorized Account each ACH Entry that is not blocked or filtered.
 - b. General Instructions: Payment instructions received by Bank from Customer's Administrator must be submitted electronically in the mutually agreed upon format no later than 5:00 p.m. (CST) for next Business Day processing. Bank shall electronically make available Exception Item information by 7:30 a.m. (CST) each Business Day allowing Customer sufficient time to review such exceptions and process. Customer shall review and electronically communicate any and all Pay Requests or Return Requests for all exceptions to Bank by 2:45 p.m. (CST). Bank may, at its sole discretion, extend the deadline and any such extension of the deadline will be communicated to Customer by email or phone.
 - c. Default Decision: If Customer misses the deadline as outlined in this Agreement or if Bank otherwise does not receive pay or return instructions from Customer, Bank will act upon the default decision notated on the Enrollment Form. The Bank will make final payment of the ACH debit Entries and charge the Account against which the debit items are drawn for Entries with a default of pay or if any required form is not returned in accordance with ACH return rules.
 - d. Not Covered: This Agreement does not cover an ACH Entry if Bank has paid the item or is committed to honor or pay the item under Applicable Law, regulations, or rules governing checks.
 - e. Stop-Payments: Customer can request a stop payment on an ACH Entry by visiting any Bank branch office or by placing a stop-payment through the online banking system. The Stop-Payment Order must be received by Bank before the ACH Entry has been paid. The deadline for placing a Stop-Payment Order with the branch is 5:00 p.m. (CST) Monday through Friday except Federal Reserve holidays. Stop-Payment Orders received after the cutoff time will be processed the following Business Day. If Customer is concerned that the ACH Entry may be paid before the order is effective, Customer should call Bank. To be effective a Stop-Payment Order must be received in time to allow the institution a reasonable opportunity to act on it, and for some ACH debits must be received at least three Business Days before the scheduled date of the transfer. To be effective a stop payment order also must identify the payment sufficiently to allow the institution a reasonable opportunity to act on it. With respect to ACH debits, the institution and the undersigned agree to abide by the ACH Rules and regulations regarding Stop-Payment Orders.
 - f. Required Information: In all cases, Customer must provide Bank with all information required by Bank in order to permit Bank to deliver the block and/or filter services for ACH Entries. Depending on the level of the ACH Fraud Filter, the customer is also responsible for providing to the bank, any new originator the Company may contract with that is responsible for originating debits or credits from the Customers' Accounts.
4. ACH Fraud Filter Communications:
 - a. Bank shall provide the Fraud Filter services in response to a request that complies with all provisions of this Agreement and this Section VI (ACH Fraud Filter Service) and has not been revoked as provided herein.
 - b. Bank is not responsible for detecting any Customer error contained in any ACH Fraud Filter instructions, Pay Request, or Return Request given by Customer to Bank.

- c. Bank shall not be liable for any loss or damage on account of Customer's internet service, browser, or email provider blocking (whether on account of "firewall," system failure, or otherwise) or preventing Bank's emails from reaching Customer.

5. Limitation of Liability:

- a. Uniform Commercial Code Liability. To the extent applicable, the liability provisions of the applicable state version of Chapter 3 and 4 of the Uniform Commercial Code shall govern the provision of the Fraud Filter Service, except as modified below.
- b. Performance of Bank. Bank shall be responsible only for performing the service it expressly agrees to perform in this Agreement. In no case shall Bank be responsible for any acts or omissions of Customer. Customer is solely responsible for the amount and accuracy of each item and the timeliness of delivery of Customer authorization of any item or instruction given by Customer. Bank is not responsible for any act or omission of any other person, including without limitation any transmission or communications facility and data processor of Customer. Bank shall not be responsible for any dishonor of any payment order or for the acts, omissions, inaccuracy, interruption, delay, or failures of Customer, any Federal Reserve Bank or other financial institution, any transmission or communications facility, or any other person outside Bank's reasonable control. No such person shall be deemed to be Bank's agent. Except as otherwise set forth specifically in this Agreement, Bank hereby disclaims all warranties, express or implied, including without limitation the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE.
- c. Limit on Damages. Bank shall be responsible only if (i) Bank dishonors an Exception Item and Bank has been ordered by Customer to pay pursuant to a proper Pay Request received by Bank by the deadline of 2:45 p.m. (CST) or (ii) Bank pays an Exception Item listed in a timely Exception Item Report. In the event of error or omission for which Bank is legally responsible as provided in the foregoing sentence, Bank's responsibility shall not exceed the value of the item. In no event shall Bank be liable for any lost profits, lost savings or other indirect, punitive, special, incidental, economic or consequential loss or damage which Customer may incur or suffer in connection with this Agreement, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions in performing its services under this Agreement. Notwithstanding anything in this section or the Agreement to the contrary, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Item:
 - i. that it reasonably believed was not properly payable; or
 - ii. if there are insufficient Available Funds on deposit in the Authorized Account; or
 - iii. if required to do so by the service of legal process of Bank or the instructions of regulatory or government authorities or courts; or
 - iv. if Customer fails to provide proper and timely notice to pay the item.

- 6. Precedence over U.C.C. In the event of inconsistency between a provision of this Section VI (ACH Fraud Filter Service) and Uniform Commercial Code as adopted in Nebraska to the extent applicable, the provisions of this Section VI (ACH Fraud Filter Service) shall prevail.

VII. **POSITIVE PAY**

- 1. Acceptance of Service: This Section VII sets forth the terms and conditions of Bank's Positive Pay Service ("**Positive Pay Service(s)**") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
- 2. Uploading Files: Customer shall electronically upload Customer Positive Pay file (the "**Issued File**") to Bank's system or manually enter the required information before disbursing checks. The Issued File shall contain the check number, dollar amount, and any other information reasonably required by Bank.

The Bank shall verify the Issued File against the check being presented to Bank (i) for payment through standard banking channels or (ii) for payment in cash as part of a face-to-face transaction (individually and collectively, the "**Presented Check**") to determine whether the Presented Check received constitutes as an Exception. Bank and Customer acknowledge and agree that verifying only information contained in the Issued File prior to the payment of a Presented Check is commercially reasonable.

Checks may be uploaded either as:

- a. Issue – a check that has been written and mailed or delivered to the recipient or;
 - b. Void – a check written or partially written, but then cancelled or deleted by the maker of the check before it is sent to the recipient.
- 3. Exceptions: The term "Exception" as used in this Section VII (Positive Pay) shall mean, without limitation:
 - a. Presented Check does not match the Issued File; or
 - b. Presented Check is void; or
 - c. Presented Check has the same check number as a check paid by Bank within the past sixty (60) days; or
 - d. Presented Check has stop payment; or
 - e. Presented Check has issue date exceeding ninety (90) days; or
 - f. Presented Check is missing information reasonably required by Bank.

Regardless of whether there are Exceptions to be reviewed, Bank will provide Customer with an email notification according to the Customer's Exception Detail Notification choice. Customer shall have electronic access through the on-line banking system to review any and all Exceptions. It is Customer's sole

responsibility to fully address any and all Exceptions each Business Day by 10:00 a.m. CST. If a decision is not made by 10:00 a.m. CST, the Presented Check(s) will be returned unless otherwise noted in the Enrollment Form. Bank may refuse to honor or return the Presented Check marked as an Exception.

Bank shall have no liability for returning a Presented Check that Customer fails to instruct on whether to pay or to return.

4. Stop Payments. Entering a stop payment order through the Positive Pay Service will not place a stop payment on the Account.
5. ACH Entry. Positive Pay Service shall **not** stop the payment of a Presented Check that has been converted into an ACH Entry.
6. Return Checks. Bank will return all Presented Checks Customer has marked as "Return". All return Presented Checks will be assessed a fee as set forth in the fee schedule.
7. Ordering Checks. Bank encourages Customer to use Bank approved check-printing vendor for check production. If Customer elects to use a check-printing vendor not approved by the Bank, the Customer shall be solely responsible for insuring the MICR encoding ink is of the highest quality and MICR printing standards are strictly adhered to by the check-printing vendor.
8. CUSTOMER ACKNOWLEDGES THAT THE ISSUED FILE MUST BE PROVIDED IN A READABLE FORMAT TO INTERFACE WITH BANK COMPUTERS AND ASSUMES THE RISK THAT THE BANK COMPUTERS MIGHT NOT BE OPERATIONAL AT ALL TIMES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE HAND-WRITTEN CHECKS MAY DECREASE THE SYSTEM'S ABILITY TO MATCH THE ISSUED FILE DATA.

VIII. LOCKBOX

1. Acceptance of Service: This Section VIII sets forth the terms and conditions of Bank's Lockbox Service ("**Lockbox Service(s)**") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
2. Lockbox Service Description: Bank agrees to provide, and Customer agrees to accept, Lockbox Services in accordance with the Bank's standard lockbox procedures as in effect from time to time. To the extent that the Bank's standard lockbox procedures impose obligations on the Customer, the Customer agrees to comply with such obligations. In the Event of conflict between the Bank's standard lockbox procedures and the terms of this Agreement, this Agreement shall control.
3. Authorization: Customer hereby authorizes Bank to endorse all remittances received by the Bank as follows: (i) Credited to the Account of the within named payee in accordance with payee's instructions; or (ii) with an endorsement stamp supplied by Customer. Bank is further authorized to supply an additional endorsement necessary to any remittance returned by the drawee bank for the reason that the payee's personal endorsement is required.
4. Bank Standard of Care for Lockbox Service: Bank shall exercise due care in performing its obligations hereunder. Failure to exercise such due care shall not be inferred by reason of the loss of an item without an additional; showing of negligence on the part of the Bank. Substantial compliance with the Bank's standard lockbox procedures shall be deemed to constitute the exercise of due care; provided, however, that occasional unintentional deviations by the Bank from the Bank's standard lockbox procedures shall not be deemed a failure to exercise due care in respect of the transactions in which deviations occur. Without limiting the generality of the foregoing, Customer agrees that Bank shall have no liability for depositing and/or endorsing on Customer's behalf remittances that bear paid-in-full or similar notations.

IX. SWEEP SERVICE

1. Acceptance of Service: This Section IX sets forth the terms and conditions of Bank's Sweep Service ("**Sweep Service(s)**") described below and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
2. Sweep Services: The Sweep Services allow you to ensure that funds are not standing idle in multiple deposit accounts. We will transfer funds between your designated accounts at the end of each Business Day to maintain the target balance(s) you designate. Available options of the Sweep Service include Investment Sweep, LoanSweep, and ZBA Sweep.
 - a. Investment Sweep: This option transfers account balances in excess of your specified target balance into an investment instrument that earns a competitive interest rate. If funds are drawn below the target balance, the funds are matured from investments and redeposited to your Account.
 - b. Loan Sweep: This option ensures that funds are borrowed from a Bank line of credit only when necessary, and that the line of credit is paid down as soon as funds are available to reduce your interest expense. Payments to the line of credit have no minimums or increments. At the end of each day, your applicable Account is analyzed to determine whether you require funds to pay disbursements or whether the line of credit can be paid back with excess funds in the Account.
 - c. Zero Balance Sweep: This option allows you to pay checks or other debits while maintaining a zero balance in your primary Account. At the end of any Business Day collected funds are automatically transferred from your designated secondary Account as needed to cover any checks or other debits that are presented against your primary Account. When deposits are made to your primary account, collected funds are automatically transferred to your secondary Account at the end of each Business Day.
 - d. Refusal: We may refuse to transfer funds if: (i) the transfer would exceed the transaction limitations of an Account; (ii) the funds are subject to a hold, setoff, third-party claim, dispute, legal process, or are otherwise unavailable for transfer; (iii) there are insufficient funds to make the transfer; or (iv) you are in breach of your account agreement or any other agreement with us.
 - e. Other Transfer Agreements: If you have arranged with us to have funds transferred to or from your Account by means of another service, we may conduct transfers in accordance with these terms before or in lieu of making transfers under the other service. You agree that we will not be in default of the agreement for the other service as a result.
 - f. Overdrafts: We may sweep funds before or after other transactions at the end of the Business Day. We may also debit your Account in accordance with these terms even though, subsequent to such debit, the Account becomes overdrawn as a result of additional transfers or withdrawals from the Account, the return of unpaid checks, the imposition of fees, or any other cause. If that occurs, you may be assessed our then prevailing overdraft charge.

3. Fees and Charges: Customer will pay Bank the Sweep Service fees included in the fee schedule, which will be charged to Customer's Account.
4. Investment Decision Solely by Customer; Customer Authorization: Customer acknowledges that this Agreement has been made voluntarily after full and careful review of the program, including but not limited to the disclosures and terms the addendums to this Agreement, and that Customer has relied solely on its knowledge in entering into the Agreement and making the deposits and investments authorized herein, and has not relied on any statement made by the Bank or any of its officers, directors, employees, agents, servants, or independent contractors concerning this investment. The sole duty of the Bank with respect to this Agreement and the agency relationship with the Customer is to execute purchases and redemptions of investments as the Customer may order pursuant to the terms of this Agreement. Furthermore, Customer agrees that Bank shall not be liable on account of any action, omission, information, or recommendation in connection with the investment of the Customer except for the Bank's gross negligence or willful misconduct. Bank is authorized to supply information or to sign, as Customer's agent, documents required by any tax laws or other laws or regulations. In addition, Customer expressly authorizes Bank or Bank's designee to act upon voice, telegram, cablegram, and radio messages received by Bank purporting to be sent by Customer or by any duly authorized agent although bearing no test or other form of confirmation. Customer assumes all risk which may result from any action taken by Bank or Bank's designee in good faith in reliance on such communications.

X. WIRE TRANSFER SERVICE

1. Acceptance of Service: This Section X sets forth the terms and conditions of Bank's Wire Transfer Service ("**Wire Transfer Service(s)**") and applies if you have requested and Bank has authorized your usage of this Service on the Enrollment Form.
2. Definitions: Unless otherwise defined herein, the terms used in this Section X (Wire Transfer Service) shall have the meanings set forth below, the same meaning as set forth elsewhere in this Agreement, or as set forth in Article 4A of the Uniform Commercial Code:
 - a. "**Request**" means a wire transfer request we receive.
 - b. "**Transfer**" refers to a wire transfer we make in reliance on this Agreement and this Section X (Wire Transfer Service).
3. Transfers: We may use whatever means we deem reasonable in executing Transfers, including the selection of a funds transfer system, routing, and means of transmission. If we read back any Request to you, the terms that are read back shall be the controlling terms of the Request unless you correct us at that time. You are solely responsible for the accuracy of Requests; we are not responsible for detecting errors in your Requests.
4. Requests: You may make a Request via the method(s) we make available to you, and subject to the cut-off times we establish. We reserve the right to make any additional inquiries and to require any additional verification that we consider necessary or appropriate to act on a Request. If you wish to impose restrictions on the Requests we accept, they must be set forth in an agreement signed by us. You may change those restrictions by entering into a new agreement. You may also give us changes or other instructions that are effective against us only if: (i) we receive them in writing; and (ii) we return a written acceptance of those changes or instructions to you. Changes or instructions not satisfying the foregoing are not effective or binding on us. You agree that we shall be given a reasonable opportunity to review and implement (or give you notice of rejection of) any such changes or instructions you submit. We may record any Request or other communication made in connection with this Section X (Wire Transfer Service), including any Request or communication made by telephone.
5. Payment: We may immediately debit any deposit account you maintain with us for the full amount of any Request or Transfer, any applicable fees and any other amounts due to us under this Agreement. Fees are set forth in the current fee schedule, as in effect from time to time. You agree to pay any and all such amounts (including any overdrafts caused thereby) immediately upon demand unless we have already successfully debited your deposit account for such amounts.
6. Rejection of Requests: We may reject any Request(s) without liability, for any reason or no reason, including, but not limited to, if you do not have or provide sufficient available funds for the amount of the Transfer and any applicable fee(s) or if you do not provide all information we request.
7. Notices Regarding Transfers: We may, but are not obligated to, notify you of Transfers we make, returned Transfers, and/or rejection of Requests. We have no obligation to resend a Transfer that is returned to us.
8. Cancellations or Change Requests by Customer: Once we receive a Request, the Transfer may not be canceled or amended (except as otherwise required by applicable law). We may, but are not obligated to, act on your cancellation or amendment request. We shall not have any liability if a cancellation or amendment is not effective. Any cancellation or amendment that you request shall be considered to relieve us of any obligation to act on your Request.
9. Inconsistency of Name and Number: If a Transfer describes the beneficiary, the beneficiary bank or any intermediary bank inconsistently by name and number, the Transfer may be made based on the number alone even if the number identifies a person or bank different from the named beneficiary, beneficiary bank or intermediary bank. You remain obligated for the Transfer in such circumstances.
10. Duty of Reasonable Care: You agree to exercise good faith and reasonable care: (i) in using our wire transfer services; (ii) in making Requests; (iii) in following the Security Procedures (defined below); (iv) in protecting your systems, accounts and Security Procedures and all information pertaining to the foregoing; and (v) in protecting against third party actions and communications that may result in unauthorized Requests or Transfers or other unauthorized activity. Your responsibilities include, but are not limited to, keeping yourself apprised of fraud trends, and training your employees appropriately so as not to facilitate unauthorized Requests, Transfers, or other activity. Payment requests, instructions or changes that you receive from others may be fraudulent even if they appear to be from a person or company that you have an existing relationship with. You must directly verify that those payments are actually due and are being sent to the correct account before you submit a Request. You agree to promptly review all notifications and statements we make available to you and to notify us immediately of any errors, discrepancies, or unauthorized activity. You agree that we will not be responsible for any losses arising out of or related to your failure to comply with the foregoing or your other responsibilities herein.
11. Foreign Wire Transfer Requests: Unless we agree otherwise, we will send Transfers in United States Dollars. We are not obligated to make Transfers in a foreign currency. If, in our sole and absolute discretion, we do make a Transfer in foreign currency, we may convert your payment obligations to US Dollars at an exchange rate available to us on the day we make the conversion and add any charges and expenses we incur in connection with the conversion. If a wire transfer is returned to us in foreign currency, we may convert the credit to you to US Dollars at an exchange rate available to us on the day we make the conversion and add any charges and expenses we incur in connection with the conversion. If a Transfer involves a beneficiary's bank located outside of the United States, we may, at our option to (1) obtain payment of applicable fees, taxes and charges by sending a Transfer in an amount equal to your Transfer request less the amount of such fees, taxes and charges; or (2) instruct any subsequent receiving bank to obtain payment of its fees, taxes and charges in the same manner. Subsequent receiving banks (including the beneficiary's bank) may deduct fees, taxes, and charges from the amount of a Transfer and/or

convert the amount of a Transfer into another currency even if we have not instructed them to do so. We have no liability to you or any other persons for losses arising from any such deduction of fees, taxes and charges or any currency conversion.

12. **Security Procedures:** We may use various security procedures (each, a “**Security Procedure**”) to verify the authenticity of Requests, including the Security Procedures referenced on Exhibit 1 to this Section X (Wire Transfer Service). A Security Procedure is intended to verify that a Request is authentic, not to detect errors in transmission or content. You acknowledge that you have been given a choice of Security Procedures and have freely selected the procedure(s) indicated on Exhibit 1. You agree that such Security Procedure(s) is/are commercially reasonable. You also agree to any modified Security Procedure (and agree that the modified Security Procedure is commercially reasonable) if you submit a Request after being notified of the modification. The internal policies, procedures and technologies that we employ from time to time shall be taken into account for purposes of determining whether a Security Procedure is commercially reasonable, even though it is not specifically referenced in this Agreement or Exhibit 1. REQUESTS SHALL BE EFFECTIVE AS YOUR REQUESTS AND YOU AGREE TO BE BOUND BY ANY REQUEST IF: (1) IT WAS IN FACT TRANSMITTED OR AUTHORIZED BY YOU OR YOUR REPRESENTATIVE; OR (2) IT WAS ACCEPTED BY US IN COMPLIANCE WITH THE SECURITY PROCEDURE, WHETHER OR NOT AUTHORIZED.
13. **Customer Responsibility:** It is your responsibility to notify us immediately if there are changes in the Designation of Authorized Representative(s) on the Implementation Documentation or if any information or means of using a Security Procedure (including but not limited to, a security token or PIN) is lost, stolen, misplaced, or otherwise obtained by or made available to someone other than an Authorized Representative. Except as otherwise provided by law, you are solely responsible for any loss or damage to which your negligence contributed (including, but not limited to, any loss attributable to an unauthorized Transfer or Request). You are solely responsible for the acts and omissions of your employees and Authorized Representatives, including their acts and omissions in violation of this Agreement or in violation of your policies or procedures or the authorizations that you have granted them. It is important for you to be careful in protecting against unauthorized access to your computer systems and information about your Security Procedure and your accounts. If unauthorized persons are able to obtain these sorts of unauthorized access, we may not be able to prevent them from engaging in unauthorized transactions and you could lose all the money in your account and available via any line of credit connected thereto. Because we may honor any Request that you submit or that is verified in accordance with the Security Procedure, it is also important for you not to allow any third party to trick you or otherwise cause you to submit any Request that may later turn out to have been fraudulently or inappropriately induced. Except for following the Security Procedure, we do not accept responsibility for detecting fraudulent or inappropriate Requests.
14. **Limitation of Liability and Indemnity:** In addition to limitations on Bank’s liability stated elsewhere in this Agreement, except to the extent that such liabilities are imposed by statute and cannot be waived or varied by the parties, the Bank shall not be liable for special, indirect, incidental, consequential, exemplary damages, for any other damages or losses, or for any costs, expenses, or attorneys’ fees in respect of any claim arising out of or related to any Transfer or this Agreement. No third party shall have any rights or claims against Bank under this Agreement; there are no third-party beneficiaries of this Agreement. In addition to your other indemnity obligations under this Agreement, you also agree to indemnify, defend, and hold us harmless from and against any and all liabilities, claims, damages, costs, and expenses we may incur arising out of or related to: (i) our making any Transfer; (ii) our rejection of, our cancelling or amending of, or our attempt to cancel or amend any Transfer; or (iii) your acts or omissions or breach of this Section X (Wire Transfer Service). You also agree to cooperate and to provide such information as we may reasonably request to investigate and recover any resulting losses related to a Transfer.
15. **Transmitting Information about you in the Wire Transfer Process:** We may transmit information about you to others as necessary or appropriate to make any Transfer, including but not limited to, transmission of your name, address and account number.

EXHIBIT 1 TO SECTION X: SECURITY PROCEDURES

The parties agree to use the Security Procedures described below to verify the authenticity of Requests received by Bank. The Customer acknowledges that they have been given a choice of Security Procedures and have freely selected the procedures indicated. The Security Procedures are intended to verify that a wire transfer Request received by Bank has been authorized by the Customer. The Security Procedures are not intended to detect errors in the content of wire transfer Requests. The Customer further agrees that any Request we act upon in good faith in compliance with these Security Procedures, whether or not in fact authorized by you, shall constitute an authorized Wire Transfer. Initiation limits are not part of any Security Procedure.

1. Online Wire Transfer Request

The Customer must have subscribed to the Online Banking Service described in Section III above. Requests we receive via our online banking system will be considered authorized if submitted in a session using a security token our records show as having been assigned to an authorized representative of Customer for purposes of the Online Banking Agreement. Such Requests will be considered authorized regardless of who uses the security token. Dual control applies unless the requesting online banking authorized representative is authorized to approve their own wires. ***We strongly recommend that you not allow an authorized representative to approve their own wires.***

2. Phone Wire Transfer Request

Requests may be made by telephone call to the Bank’s Wire Department 402-449-0987 or if you are a Wealth Management Client, your Relationship Manager. The caller must state the funds transfer details needed to execute the request (including the Customer’s name and account number, the amount, the beneficiary’s account number and bank routing number, and any interim routing information). Requests we receive via telephone call will be considered authorized if the caller identifies himself or herself by the name of an Authorized Representative identified in Exhibit 2 and provides the PIN our records show as having been assigned to that Authorized Representative. We may require an Approval Call (see below) for each Request, even if the Authorized Representative is authorized to approve their own wires. ***We strongly recommend that you not allow an Authorized Representative to approve their own wires.*** If you wish to allow an Authorized Representative to approve their own wires despite our recommendation, you must check and indicate that on the applicable Designation of Authorized Representative(s).

Approval Calls require that a person we speak with (during the same telephone connection as the Request or in a separately dialed telephone connection): (i) identify himself or herself by the name of an Authorized Representative identified in Exhibit 2 who has approval authority on Exhibit 2; and (ii) provide the PIN our records show as having been assigned to that Authorized Representative.

3. In Person Wire Transfer Requests

We strongly recommend Authorized Representatives utilize Online or Phone Wire Transfer Request processes. Phone wire transfer requests are described in more detail in Exhibit 2 (Phone Designation of Authorized Representative). If a Request must be made from within one of our branches, we will assist you in calling our wire department directly from within the branch and following Phone Wire Transfer Request Security Procedures. In Person Wire Transfer Requests will be considered authorized if the caller identifies himself or herself by the name of an Authorized Representative identified in Exhibit 2 and provides the PIN our records show as having been assigned to that Authorized Representative.

4. **Templated Wire Transfer Requests**

You may establish one or more templates for wire transfers that are repeated from time to time. See Exhibit 3 (Template for Templated Wired Transfer Request) for details (and call the Bank's Wire Department for assistance). Requests for Transfers described in a template ("**Templated Transfers**") may be made using the same procedures for Phone Wire Transfer Requests above, except that the Authorized Representative must state the template name of the relevant template. Templated Transfers will be considered authorized if the caller identifies himself or herself by the name of an Authorized Representative identified in your Implementation Documentation for this Service and provides the PIN our records show as having been assigned to that Authorized Representative.

5. **Draw Down Requests**

Customer authorizes Bank to make Transfers requested via Wire Transfer Draw Down Requests. See Exhibit 4 (Wire Transfer Draw Down Request) for details.

Please Note:

You must ensure that your Authorized Representatives do not share PINS or security tokens with others and that they do not use their PINs in a setting where they may be overheard by others.

If you allow an Authorized Representative to approve their own wires, you are voluntarily accepting and assuming all risks associated with not having a separate approval and you release us from all responsibility and liability for any and all losses that may result, including but not limited to liability for making Transfers that the Authorized Representative requested in violation of your internal policies, and including but not limited to liability for Transfers that would not have occurred had approval been required.