

Business Electronic Banking (BEB) Agreement

_____ (hereinafter referred to as “Customer”), has requested that American Bank and Trust Company, N.A., a national association chartered bank organized under the laws of the United States of America and maintaining a head office at 4301 E. 53rd Street, Davenport, Iowa 52807-3861 (hereinafter referred to as “AB&T”) permit Customer to access Customer’s Accounts maintained at AB&T via the Internet and third-party communications channels using AB&T’s Online Business Electronic Banking product (hereinafter referred to as “Business Electronic Banking”).

Capitalized terms used in this Agreement are defined in the Glossary or in the sections in which they are used. The Agreement sets out Customer’s rights, responsibilities and obligations as well as AB&T’s rights, responsibilities and obligations with respect to Business Electronic Banking, which AB&T may provide to Customer from time to time. In consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and AB&T agree as follows:

1. Enrollment in Business Electronic Banking.

Business Electronic Banking is an AB&T service that is comprised of one or more services selected by the Customer (hereinafter referred to as “Selected Services”) when Customer completes and signs the Business Electronic Banking Enrollment Form (hereinafter referred to as “BEB Enrollment”). Selected Services provided by AB&T through the Internet are supported by a third-party data processor.

Some services may not be available to Customer as Selected Services until after special application and approval by AB&T, even though the service may appear or be referenced on a screen page displayed on Customer’s computer when using Business Electronic Banking. AB&T may offer additional services associated with Business Electronic Banking in the future. AB&T may discontinue offering any service associated with Business Electronic Banking after providing a minimum of thirty (30) days advance Notice to Customer. Unless specifically authorized by AB&T, Customer agrees to use Selected Services solely for business purposes and not for personal / household purposes. In addition, limitations and restrictions may apply to Selected Services, as explained in other sections of this Agreement and its Appendixes. AB&T reserves the right to determine Customer’s eligibility for any Selected Service.

Business Electronic Banking provides Customer with access and use via Customer’s computer and the Internet to Selected Services. Customer Accounts with AB&T that Customer accesses using Selected Services remain subject to the terms and conditions of the agreements and understandings otherwise applicable to them. Any loan or line of credit that Customer accesses via the Selected Services will remain subject to the loan agreement, note, line of credit, and other loan documents Customer has executed or will execute in connection with it and the fees and service charges applicable to those relationships. This Agreement is in addition to other agreements between Customer and AB&T.

- 2. Multiple Accounts and Relationships Linked to Selected Services.** If Customer has one or more accounts or other relationships with AB&T, which are respectively eligible to be accessed by Selected Services, Customer may link the relationships together to the extent that AB&T permits upon processing BEB Enrollment and at subsequent occasions as Customer adds additional accounts or relationships. Accounts at AB&T linked to Selected Services for the purposes of transferring funds among the Accounts must have common ownership. AB&T allows, upon Customer direction on BEB Enrollment or other written request, a proprietorship business owner to link Accounts titled in his or her individual name to Business Electronic Banking subscribed to by his or her business proprietorship for the limited purposes of account balance inquiry, account transaction inquiry, Bill Pay, and transfers.

Designation of Customer Administrator for Business Electronic Banking.

In authorizing and designating an Administrator for Business Electronic Banking, Customer acknowledges and affirms to AB&T that AB&T can accept and act upon the designated Administrator's instructions establishing and maintaining the Selected Services for use by Customer. Such Administrator instructions shall include, but are not limited to, establishing, maintaining, temporarily suspending, and/or terminating individuals who may access and use the Selected Services linked to Accounts.

Customer's selection and designation of an Administrator is a critical factor influencing Customer's ability to maintain satisfactory Customer internal controls over sensitive financial operations within the Customer's banking activities environment. Customer agrees and understands that the designated Administrator(s) can act on Customer's behalf in all matters relative to User access and authority levels for Selected Services, including changing the Account(s) accessible by a particular User individual or Account(s) linked to one or more services of the Selected Services. Customer assumes sole responsibility for the actions of Administrator(s), the authority he or she gives others to act on Customer's behalf, and the actions of all the individuals (hereinafter referred to as "Users") designated by the Administrator to use the Selected Services. Authorization granted by an Administrator to a User to use a Selected Service (including any Transfers and Payments Selected Service) will be deemed by AB&T to be authorization granted by Customer. Customer can designate on BEB Enrollment which Accounts will be utilized for Selected Services, including Transfers and Payments. If Customer or Administrator links an Account that would otherwise require more than one signature for the withdrawal or transfer of funds, Customer agrees that AB&T may act upon any Selected Service instruction for the Account that is accompanied by an Access Code. This may mean that AB&T may act upon the Transfers and Payments request of only one User [e.g., to originate an ACH debit for posting to an Account or withdraw (debit) funds from an Account for an outbound Wire Transfer via FedWire to a third-party financial institution, entity, or individual], even though the signature card or loan documents for the Account in question require two or more signatures on checks or otherwise imposes specific limitations on access to deposit or available line of credit balances. As long as an instruction to AB&T is accompanied by an Access Code, the transaction will be deemed authorized by Customer.

- 3. Security Notice to Customer and Administrator(s).** Customer completing BEB Enrollment and Administrator(s) managing Business Electronic Banking agree to implement internal supervisory procedures to assure all authorized individuals accessing Selected Services are familiar with and implement best practices adaptable to Customer's operations environment; taking into consideration Customer Responsibilities for Information Security, Business Electronic Banking Control Considerations, and Business Electronic Banking Fraud Prevention Techniques (see Appendix A).

Customer is forewarned that AB&T's Business Electronic Banking security practices and precautions do not extend to the Customer's or Customer's thirty-party suppliers' equipment, operating system(s), software, server(s), firewall(s), network(s), Internet access subscription(s) or other aspects of the Customer's operations and on premise environment under the control of the Customer or Customer's third-party suppliers. Customer and Administrator(s) shall periodically educate and remind individuals accessing Selected Services of basic Fraud Prevention Techniques (see Appendix C) to detect, recognize, reject, and report phishing emails, scams, and other social engineering deception scenarios typically originated by unknown third-party fraudsters attempting to gain unauthorized access to Customer's Selected Services. Customer is responsible for pro-actively exercising its own due diligence with respect to such matters in order to mitigate and prevent financial losses, which can potentially exceed (overdraw) Customer's Account balances and/or any available lines of credit linked to Customer. If Customer fails to provide Notice to AB&T about any security concerns arising from Customer's periodic due diligence in reviewing Business Electronic Banking, Customer acknowledges and agrees that information security features of Business Electronic Banking and the Customer's operations environment security features associated with using Business Electronic Banking are appropriate for Customer's needs and provide Customer with a commercially reasonable degree of security against unauthorized use.

AB&T disclaims any liability and financial responsibility to Customer for Customer or third-party financial losses arising from unauthorized use of Business Electronic Banking due to security breaches not proven to be attributable to AB&T's operations environment behind its own network firewall regardless of whether or not such losses are the result of overdraft (negative) balances in Customer's deposit accounts at AB&T due to AB&T charging back or reversing posted transaction activity attributed to fraudulent and unauthorized acts by third parties as a result of such security breaches. Customer and Bank shall mutually cooperate with law enforcement officials in the investigation of any suspected non-public data breaches, Internet crimes, or other violations of law associated with unauthorized transactions represented to have been conducted through Business Electronic Banking.

A Customer choosing Transfers and Payments services among Selected Services and the Administrator(s) must remember that should Customer change signers on one or more Accounts or experience employee turnover, it is Administrator's responsibility to encumber and terminate affected individual's access to Selected Services. AB&T will not be held liable for Customer losses should Customer, Administrator(s) or Users fail to

properly protect Customer's assets due to negligence in securing User ID and Security Token, which are never to be shared among multiple individuals.

If Customer, Administrator, or User suspects a User ID or Security Token may have been compromised or one or more unauthorized transactions may have occurred on one or more Accounts, the individual(s) suspecting such events shall contact AB&T as quickly as administratively feasible by calling toll-free 1-877-626-2265, Client Services extension 6524, and delivering a detailed message with caller's name and call-back telephone number to the answering Client Services representative or the Client Service's department voice mail. In addition, AB&T requires the individual(s) report such events by email to eBusinessServices@ambankqc.com.

- 4. Availability of Selected Services.** AB&T strives to make Business Electronic Banking accessible seven days a week, twenty-four hours a day. However, some or all Selected Services may occasionally be unavailable due to planned maintenance and scheduled upgrades (particularly in the early AM hours Central Time on Sundays or at other times announced in advance by AB&T), unscheduled maintenance to resolve problems, or other managed reasons.

Except as otherwise provided herein, any request to use Selected Services that AB&T receives from Customer prior to the applicable Cut Off Time on any Business Day will be processed on the Business Day of receipt, and any request to use Selected Services that AB&T receives after the applicable Cut Off Time on any Business Day will be processed on the next Business Day after receipt. Cut Off Times corresponding to certain respective Selected Services and Holidays observed as of the date of this Agreement appear in Agreement's Appendix D.

At its sole discretion, AB&T may add, modify, or delete output options from time to time. Statements, notices, and calendar year-end information on Internal Revenue Service and state compliant reporting forms originated by AB&T's operations and AB&T's contracted third party data processing support vendors are the official records of the Account relationships the Customer maintains with AB&T. When Customer conducts an Account activity search and/or chooses to File Download information through Selected Services of Business Electronic Banking, Customer understands and agrees that the Account information will not necessarily reflect banking activities and transactions that have not yet been completed and will only reflect the Account information available in eligible Accounts at the exact point in time the File Download is initiated by Customer's submitted request, not all of the information in eligible Accounts can be downloaded into Customer's Financial Management Applications, and the eligible Account information that Customer saves or otherwise downloads to its Financial Management Applications will not be automatically updated by AB&T. Customer assumes all responsibility and risk for the on-going data integrity and security of the information released by AB&T beyond AB&T's or third party data processor's network firewalls to the Internet through an Account activity search or File Download to Customer, regardless of whether the Customer, saves, prints, copies to storage media, imports to other software applications, forwards files by

attachment to e-mail, or otherwise manipulates, processes, or shares the information from a File Download.

5. **ACH Origination.** When Customer selects ACH Origination Payments & Collections among Customer's Selected Services during the process of completing and signing BEB Enrollment or upon subsequently completing and signing an updated BEB Enrollment, the Customer's ACH Origination and related ACH activities served by AB&T shall be subject to the terms and conditions of Automated Clearing House Origination Terms & Conditions (see Appendix C).
6. **Wire Transfer Requests.** When Customer selects Wire Transfer Requests among Customer's Selected Services during the process of completing and signing BEB Enrollment or upon subsequently completing and signing an updated BEB Enrollment, the Customer's wire transfer activities served by AB&T shall be subject to the terms and conditions of Wire Transfer Requests Terms and Conditions (see Appendix D).
7. **Positive Pay.** When Customer selects Reverse Positive Pay or File Upload Positive Pay among Customer's Selected Services during the process of completing and signing BeB Enrollment or upon subsequently completing and signing an updated BeB Enrollment, the Customer's wire transfer activities served by AB&T shall be subject to the terms and conditions of Positive Pay Terms and Conditions (see Appendix E).
8. **Information Retention.** As soon as administratively feasible after AB&T accepts Customer's BEB Enrollment, AB&T will activate the Business Electronic Banking product, which will inaugurate the process of accumulating Customer Eligible Account balance and transaction history from the time of Business Electronic Banking activation going forward up to a maximum of eighteen (18) months accumulated activity available for Customer inquiry and reports. At its sole discretion, AB&T may increase or decrease the timeframe of accumulated activity available for Customer inquiry and reports. If Customer desires to retain one or more Selected Services Account activity inquiries or reports for a longer retention period, Customer may have the option to download the information from Business Electronic Banking to Customer's system as a saved file. If either AB&T or Customer provides Notice to the other party that Customer's enrollment in Business Electronic Banking is ending for whatever reason, Customer's access to accumulated Customer Eligible Account balance, transaction origination templates, and transaction history will cease at close of business on the last Business day of Customer's enrollment in Business Electronic Banking. At a future date after Business Electronic Banking enrollment termination, if Customer chooses to complete a new BEB Enrollment, Customer's eligible Account balance and transaction history will begin to accumulate from the new enrollment date without accessibility to the information formerly available through the previously terminated Business Electronic Banking product.

Customer agrees to keep confidential all non-public information contained in any Item retrieved from Account activity searches and reports to the same extent that AB&T would be required by applicable law to keep confidential the same information. Customer

agrees to execute and deliver to AB&T, at its request, a separate Confidentiality Agreement addressing AB&T's requirements regarding nonpublic personal information.

9. Warranties and Covenants; Uncompleted Transactions Limited Liability. AB&T hereby represents, warrants and covenants to Customer the following:

- a. AB&T shall provide Customer with a commercially reasonable degree of information security against unauthorized sharing and use of Customer's non-public data and financial information held or processed within AB&T's electronic network behind its firewall and related physical security devices protecting the network's physical and virtual components.
- b. AB&T shall provide Customer with a commercially reasonable degree of reliable access to the Selected Services. However, neither AB&T nor its third-party data processing support vendor will be liable for uncompleted Customer transactions if Customer [including Customer's Administrator(s) and Users]:
 1. did not enter complete, correct, and current instructions (particularly including any information the Payee receiving payment requires to accompany the Customer's funds transfer or bill pay as a payment recognition reference for accurate crediting) so that a funds transfer or bill payment could be made;
 2. did not properly follow "How Do I ...?" Help guidance available within Business Electronic Banking on how to make a funds transfer or bill pay;
 3. did not have sufficient available funds to complete a funds transfer or bill payment;
 4. did not authorize a bill payment soon enough [five (5) or more business days in advance of the bill's due date is recommended by AB&T] for Customer's payment to be made and properly credited to the payment's payee by the time it is due;
 5. requested a funds transfer or bill payment amount exceeding an amount limitation for Customer's profile configuration within Business Electronic Banking;
 6. has a targeted Account balance for the debit portion of the funds transfer or bill payment that is encumbered by a court order, garnishment, or levy served upon AB&T;
 7. originated timely bill payment, but the receiving Payee or Payee's agent did not credit Customer's payment promptly after receipt; or
 8. used a communications channel, equipment, or other resources not furnished by AB&T that failed to function properly in support of the intended transaction, regardless of whether or not Customer realized at the time of use that a problem beyond the control of AB&T was preventing the successful execution of the intended transaction.

- c. Neither AB&T nor its third-party data processing support vendor will be liable for uncompleted Customer transactions if AB&T or its authorized agent reasonably believes that a received transaction may not have actually been received from Customer and based on unsuccessful follow-up by AB&T or its authorized agent to confirm the authenticity of the received transaction, does not permit the transaction to complete.
- d. Neither AB&T nor its third-party data processing support vendor will be liable If circumstances beyond the commercially reasonable control of AB&T and its third-party data processing support vendor prevent completion of a funds transfer or bill payment, despite commercially reasonable precautions taken by AB&T and its third-party data processing vendor. Such circumstances include, but are not limited to, computer failure, telecommunication outages, pandemic emergencies, postal strikes and other labor unrest, delays caused by payees, fires, floods, severe weather, other natural disasters, and acts of arson, civil disobedience, unlawful destruction, terrorism, and war. There may be other exceptions to AB&T's liability as stated in Customer's other agreements with AB&T.

10. Customer Periodic Due Diligence Review. Customer agrees to conduct at least annually an internal review of its Business Electronic Banking operations and processes, including its Information Technology infrastructure supporting its Business Electronic Banking operations using criteria that take into consideration information security and internal control. Customer shall provide Notice to AB&T and fully describe any matters of concern pertaining to Business Electronic Banking identified by internal or third-party external audits. Customer further agrees, upon reasonable notice by AB&T, to permit AB&T to audit, inspect, and review Customer's Business Electronic Banking operations and processes. Customer acknowledges that AB&T may from time to time require that Customer develop and adopt internal controls and processes related to its Business Electronic Banking operations as mandated by AB&T as a condition to AB&T's agreement to continue providing the Selected Services to Customer.

11. Contingency. In the event Customer cannot access Selected Services provided through Business Electronic Banking for intervals of time exceeding its own standards, Customer may elect to use its contingency plans to accomplish its business activities in an alternative manner. Contingency plans, without limitation, may include one or more of the following:

<u>Business Electronic Banking Activity</u>	<u>Contingency Plan</u>
Account balance or transaction inquiry	<ul style="list-style-type: none"> • Bank by Phone inquiry • Client Services phone inquiry • Over-the-counter inquiry at AB&T office
ACH Origination	<ul style="list-style-type: none"> • Customer direct-issue of paper check • Customer direct-issue of paper invoice



Business Electronic Banking Activity

Contingency Plan

Account Reconciliation / Positive Pay

- Delivery of balanced NACHA-compliant file to AB&T on CD-ROM media
- Delivery of exported file to send to correspondent bank.

Bill Pay

- Client Services phone inquiry
- Customer direct-issue of paper check
- Wire Transfer Request

Book or Express Transfer

- Bank by Phone transfer
- Universal Banker phone transfer
- Over-the-counter transfer at AB&T office

Electronic statement

- Paper statement from Client Services

Reports

- Paper reports prepared by AB&T

Wire Transfer Request

- Over-the-counter wire at AB&T office
- Signed & notarized written request delivered by courier, ground, or overnight transportation to AB&T's Davenport office

12. Fees. Customer authorizes AB&T to debit Customer's designated Account for Selected Services provided under the Agreement. In providing services to Customer, AB&T may incur expenses through third party vendors not under the direct control of AB&T, and AB&T may pass through such expenses to Customer via AB&T's periodic debit entry to Customer's Account. AB&T may change its fees from time to time without advance notification to our customers.

13. AB&T Limitations of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AB&T WILL NOT BE LIABLE TO CUSTOMER OR RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING IN CONNECTION WITH RELIANCE ON THE INTERNET, A FAILURE OF THE COMMUNICATIONS NETWORK, CUSTOMER'S EQUIPMENT, OR IN CONNECTION WITH ANY EVENT BEYOND AB&T'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO TRANSMISSION FAILURES AND FAILURE TO DETECT INCOMPLETE OR INCORRECT DATA CAUSED BY CUSTOMER OR CUSTOMER'S THIRD PARTY SENDER ERROR BEFORE OR DURING TRANSMISSION TO AB&T. IN NO EVENT SHALL AB&T BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS OR BUSINESS OPERATION LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, NOR, EXCEPT AS EXPRESSLY PERMITTED HEREIN, SHALL AB&T BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY. THE

PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT AB&T, ITS AFFILIATES, AGENTS AND SUBCONTRACTORS, AND EACH OF ITS PARTNERS, PRINCIPALS OR OTHER PERSONNEL, SHALL NOT BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES HEREUNDER, EVEN IF AB&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY CUSTOMER, BUT ONLY TO THE EXTENT THAT SUCH DAMAGES ARE THE DIRECT RESULT OF AB&T'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND, IN SUCH CASES, FOR AN AGGREGATE AMOUNT NOT IN EXCESS OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY CUSTOMER FOR BUSINESS ELECTRONIC BANKING FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM.

IN THE PERFORMANCE OF THE SERVICES PURSUANT TO THIS AGREEMENT, AB&T SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. AB&T SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT, THE SELECTED SERVICES ASSOCIATED WITH BUSINESS ELECTRONIC BANKING ARE BEING PROVIDED BY AB&T ON AN "AS IS" BASIS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF SAID SERVICES SHALL BE AT CUSTOMER'S SOLE RISK. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, AB&T DOES NOT WARRANT THAT THE BUSINESS ELECTRONIC BANKING SELECTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SELECTED SERVICES. AB&T DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SUITABILITY, SYSTEM INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR AB&T, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF ALL FEES ACTUALLY PAID BY CLIENT TO AB&T HEREUNDER WITH RESPECT TO THE SPECIFIC SERVICES GIVING RISE TO SUCH BREACH FOR THE SIX (6) MONTHS PRECEDING THE WRITTEN NOTICE OF BREACH AND DURING THE TIME USED IN ATTEMPTING TO CURE SUCH BREACH. CUSTOMER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR SERVICES AND THIS AGREEMENT.

Under no circumstance shall AB&T and or its third party providers be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with Business Electronic Banking that is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, power surges or failures, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, earthquake, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third party, strikes or lockouts, emergency conditions, riots, war, events of terrorism, acts of government, legal constraints, acts of God or other circumstances which are unavoidable or beyond control. Similarly, AB&T and/or its third-party data processing vendors will not be liable for failure to perform obligations in connection with Business Electronic Banking if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority.

No action, regardless of form, arising under or relating to this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred.

14. Indemnification. Customer will indemnify and hold harmless AB&T and each of its directors, officers, employees, agents, successors and assigns (individually, an “AB&T Indemnified Party” and collectively the “AB&T Indemnified Parties”) from and against all liability, claims, loss, lien, costs, debt, expenses and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against an AB&T Indemnified Party arising out of this Agreement by reason of any acts or omissions of Customer or any third party. This indemnification shall survive the termination of this Agreement as to matters that occurred during its term. AB&T shall be responsible only for performing the Selected Services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those Selected Services. In no event shall AB&T have any liability for any consequential, special, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement. In addition, AB&T 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 communications facilities, equipment failure, war, emergency conditions, or other conditions beyond AB&T’s control. AB&T shall not be held liable for any failure of a third party to process, credit, or debit any transaction, or for other acts of omission. Without limiting any other statements or provisions, Customer shall also be liable for all fines levied against AB&T by National Automated Clearing House Association (“NACHA”) for any violation of the NACHA Operating Rules arising from Customer’s intentional misconduct or negligence.

15. Notice. Notice to any party of this Agreement shall be in writing and shall be mailed by the originating party via the United States Postal Service using First Class or Priority Class service to the receiving party’s mailing address:

To AB&T: American Bank and Trust Company, N.A.
Attn: Client Services Department
4301 E. 53rd Street
Davenport, IA 52807

- 16. Amendments to Agreement.** From time to time AB&T may amend any of the terms and conditions contained in this Agreement, including without limitation, any Cut Off Time, any Business Day, or any part of Appendixes A through H attached hereto. Such amendments shall become effective upon written thirty (30) days advance notice to Customer or such later date as may be stated in AB&T's notice to Customer.
- 17. Termination of Agreement.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon ten (10) calendar days written notice to the other; provided however that AB&T may terminate this Agreement immediately upon its determination that Customer is in breach of this Agreement or in violation of the rules, regulations or applicable laws or if Customer initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Agreement shall not affect any of AB&T's rights or Customer's obligations with respect to any transactions initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations that survive termination of this Agreement. Customer's obligation with respect to any item shall survive termination of this Agreement until any applicable statute of limitation has elapsed.
- 18. Performance Standards.** This Agreement, together with the Account Agreement sets forth the performance standards under which Customer agrees to perform information inquiries and originate financial transactions associated with any of Customer's Accounts. Customer may deviate from these standards only after consultation with AB&T and with AB&T's prior written consent. Customer agrees that the laws and regulations referenced in this Agreement and the Account Agreement, including Articles 3 and 4 of the Uniform Commercial Code, and the NACHA Operating Rules (if and when applicable), shall supplement the terms of this Agreement and shall establish performance standards related to presentment, collection, return and payment of items and shall be deemed to be a part of this Agreement for all purposes.
- 19. Dispute Resolution.** In the event of any dispute or controversy arising out of this Agreement or its interpretation, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding. Any controversy or dispute not resolved informally shall be submitted to and resolved exclusively by arbitration under the rules of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided that, if the parties cannot agree on the choice of an arbitrator within 10 days after the first

party to seek arbitration has given written notice, then the arbitration shall be heard by three arbitrators, one to be chosen by each party, and the third to be chosen by those two arbitrators. A hearing on the merits of the claims for which arbitration is sought by any party shall be commenced not later than 60 days from the date of the first demand for arbitration. The arbitrators must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and a judgment based upon such a decision may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any party to this Agreement may seek temporary or preliminary equitable relief to preserve the status quo ante or prevent material and irreparable injury.

Glossary

“*Access Code*” means collectively the User ID associated with a specific Customer ID and entered in conjunction with either the User’s confidential self-chosen Password or the User’s Passcode obtained from a Security Token assigned to User (depending upon Customer’s chosen Selected Services at BEB Enrollment or later update) to gain access to or transmit data from AB&T’s Business Electronic Banking.

“*Account*” means without limitation any deposit, credit card, loan, trust, or other account relationship Customer has with AB&T that AB&T permits to be linked to a Selected Service.

“*Account Agreement*” means any agreement executed or otherwise in effect between Customer and AB&T covering rights, obligations, responsibilities and standards applicable to any Account owned by Customer at AB&T including without limitation; checking, savings, and other deposit account agreements, the Terms and Conditions appearing on Signature Card forms signed by the Customer for deposit accounts at AB&T, and Terms and Conditions of Customer’s Account provided in the *All About Your Deposit Account* brochure or comparable form.

“*ACH*” or “*ACH Network*” means the funds transfer system (network) governed by the National Automated Clearing House Association (“NACHA”) Operating Rules which provides for the inter-financial institution clearing of electronic entries for participating financial institutions.

“*ACH Return Entry*” means any item, which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“*Administrator*” means the individual (agent, employee,) or self-authorized by Customer to perform the Customer’s administrative actions necessary to establish and maintain Customer’s use of Selected Services.

“*Agreement*” means the Agreement for Business Electronic Banking, which may change from time to time. All references to Agreement include all Schedules, Appendixes, Amendments, and User Guides AB&T provides to Customer from time to time.

“*Business Day*” means any Monday, Tuesday, Wednesday, Thursday, or Friday calendar day that is not observed in the United States of America as a Federal holiday by the Federal Reserve System.

“*Customer ID*” means a unique string of numbers assigned to Customer to specifically identify the Customer’s enrollment in Business Electronic Banking and the subsequent administrative and Selected Services transaction activities conducted by Administrator(s) and User(s) associated with Customer.

“*Cut Off Time*” means the AB&T designated time in the Central Time zone of the United States of America by which transactions submitted via transmission over the Internet by Customer must be received by AB&T in order to have been considered made by Customer on that Business Day.

“*NACHA Rules*” mean the National Automated Clearing House Association (NACHA) Operating Rules which provide a complete guide to the Rules and Regulations governing the ACH Network. A book, as well as CD-ROM media, of the current NACHA Operating Rules are produced annually for distribution.

“*ODFI or Originating Depository Financial Institution*” means financial institutions that originate ACH transactions on behalf of its customers. ODFI’s must abide by the NACHA Operating Rules.

“*OFAC*” means Office of Foreign Assets Control within the Department of the Treasury that administers and enforces economic and trade sanctions against targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers based on U.S. foreign policy and national security goals. OFAC blocks assets of foreign countries subject to economic sanctions, controls participation by U.S. persons, including foreign subsidiaries, in transactions with specific countries or nationals of such countries, and administers embargoes on certain countries or areas of countries.

“*Password*” means confidential, unique personal numbers, codes, marks, signs, public keys or other information composed of a string of characters (alpha, numeric, and special) used as a means of authenticating and accessing a Selected Service. Assigned Security Tokens generate numerical Passcodes, which are substituted for Passwords by Administrator(s) and User(s) associated with a Customer enrolled in Transfers and Payments functionalities within Business Electronic Banking.

“*RDFI or Receiving Depository Financial Institution*” means a financial institution qualified by NACHA to receive ACH transactions.

“*Regulation E*” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligations with regard to electronic fund transfers.

“*Security Procedures*” means, unless we agree otherwise with Customer, the applicable security requirements and procedures for verifying the authenticity of Customer originated transactions.

“Selected Services” means the one or more services Customer selects either upon initial BEB Enrollment or from time to time upon a subsequent written modification of Customer’s selected services.

“Uniform Commercial Code Article 3” means the terms and provisions of Article 3 of the Uniform Commercial Code governing the creation, transfer and payment of negotiable instruments.

“Uniform Commercial Code Article 4” means the terms and provisions of Article 4 of the Uniform Commercial Code governing the relationship of AB&T and its Customer regarding the collection and payment of financial items.

“Uniform Commercial Code Article 4A (UCC4A)” means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

“User ID” means a string of alphanumeric characters assigned to a specific individual to identify the individual when the individual accesses Selected Services through Business Electronic Banking.

Internet Browser and Network Security. AB&T and its authorized third-party technical support vendors use a combination of safeguards, such as intrusion detection and prevention systems, electronic firewalls, network and application controls, multi-tier architecture, ongoing pre-emptive forensics, 128-bit browser encryption, and employee training to support the integrity and security of Customer and third party non-public information. However, it is imperative that Customer realizes achieving information security sustainable objectives requires pro-active on-going due diligence of Customer over its own hardware and software applications and timely adoption of whatever best practices are applicable to Customer’s operations, which may include without limitation the following practices for information security risk mitigation:

Customer’s operating system kept updated to most recent version with latest security patches.
Internet Browser and other software applications used by Customer kept updated to most recent version with latest security patches.

Customer’s anti-virus applications are kept updated with the latest virus definitions.

Security scans are regularly performed by Customer or a trusted professional support vendor to search for keyboard logging, spyware, malware or other security issues on Customer’s systems.
Refraining from using public workstations and public WI-FI sites when conducting Customer business.

Customer’s employees trained to not open, click on embedded links, forward, or respond to e-mails from unknown sources.

Customer’s employees periodically reminded to safeguard and keep confidential the passwords necessary to conduct Customer’s business.

Conducting external penetration exercises to test Customer's strengths and weaknesses associated with defending against unauthorized entry to Customer's network and individual workstations.

Conducting internal social engineering exercises to test Customer's strengths and weaknesses associated with defending against unauthorized entry to Customer's network and individual workstations.

Customer formation of policies and internal procedures supporting information security practices.

If Customer's owner or key personnel are authorized to conduct Customer business in a home office or other Customer off-premise location using a wired or wireless network, ensure that it is also protected with an adequate firewall to prevent unauthorized activity and/or intrusions.

Advise individuals to choose unique passwords and/or passphrases for each Internet web site the individuals access to conduct transactions containing Customer confidential, non-public, and sensitive information.

When Customer's personnel change duties or separate from Customer, update the personnel's access to electronic systems to coincide with the change or cessation of duties.

Appendix A – Business Electronic Banking Fraud Prevention Techniques

Business Electronic Banking User Security Awareness

- Administrators and Users will never be presented with a maintenance page after submitting log in credentials. Legitimate maintenance pages are displayed only when first hitting the URL.
- Business Electronic Banking does not use pop-up windows to display log in messages or error messages. They are displayed directly on the log in screen.
- A pop-up window indicating an Administrator or User cannot use his/her computer's current browser is never sent from AB&T's Business Electronic Banking product. Such an event suggests the computer has been compromised by an unauthorized party.
- Other Business Electronic Banking session events indicating an Administrator or User's computer may have been compromised include; the appearance of a supposed log in / system error message indicating an amount of time to wait before trying to log in again, being instructed repeatedly to enter a Password or Security Token Passcode, and being asked the challenge questions when the computer was previously registered and has been used for log in within the past ninety days.
- Avoid clicking on embedded links in received e-mails from unfamiliar or unsolicited sources.

Appendix B – Cut Off Time Deadlines

Business Day Cut Off Time Deadline

Certain services, which are associated with Customer originating transactions within Customer’s Selected Services, have respective transaction submission Cut Off Times for assurance of same-business-day processing by AB&T. Transactions submitted by transmission over the Internet by Customer to AB&T via Business Electronic Banking and received later than the respective Selected Service Cut Off Time at AB&T will be considered made by Customer on the next business day.

<u>Service</u>	<u>Cut Off Time (Central Time Zone)</u>
ACH Origination	4:00 PM
Book and Express Transfers	5:00 PM
Online Bill Payments	8:00 PM
Positive Pay	10:00 AM
Stop Payment Requests	5:00 PM
Wire Transfer Origination – Domestic	3:00 PM
Wire Transfer Origination – Foreign	1:00 PM

Any Cut Off Time extension or waiver (express or implied) granted by AB&T from time to time for accepting Customer originated transaction submissions on a same-business-day processing basis after the normal Cut Off Time shall not constitute a waiver of Cut Off Time requirements for future transaction submissions.

Non-Business Days – Including Federal Holidays Observed

AB&T will not process transactions transmitted for entry on Saturdays, Sundays, or holidays observed by the Federal Reserve Bank. Such transactions will be processed by AB&T on the first business day occurring subsequent to the weekend or holiday.

Appendix C – Automated Clearing House Origination Terms & Conditions

The terms and conditions (hereinafter referred to as “Appendix F”) govern all Customer’s Automated Clearing House debit and credit transaction entries (hereinafter referred to as “ACH Entries”) originated by Customer and received by AB&T through either the ACH Transmit or ACH File Upload Transmit functionalities available within Business Electronic Banking for forwarding through an ACH Operator to Receiving Depository Financial Institutions for posting to Receivers’ accounts. Based on the terms and conditions herein, the Customer as an Originator and AB&T as an Originating Depository Financial Institution agree to the following:

1. **NACHA Operating Rules and Guidelines.** The National Automated Clearing House Association produces an annual publication, *NACHA Operating Rules & Guidelines*, available in printed book format as well as CD-ROM electronic media format, which serves as the definitive source of information governing the exchange and settlement of electronic fund transfers through the Automated Clearing House (ACH) Network. The NACHA Operating Rules

provides the legal framework for the ACH Network, while the NACHA Operating Guidelines provides guidance on implementing the NACHA Operating Rules. In the case of any inconsistency or conflict between the NACHA Operating Rules and the NACHA Operating Guidelines, the NACHA Operating Rules govern. **AB&T and Customer agree to be fully bound by and comply with the NACHA Operating Rules & Guidelines, which may be amended from time to time.** Any fines or liabilities imposed against AB&T for a violation of the NACHA Operating Rules and Guidelines caused by action and/or inaction of Customer shall be reimbursed to AB&T by Customer. Costs associated with Rules publications and/or association membership will be the responsibility of Customer. If Customer utilizes a third-party vendor or processor in support of its ACH Origination activities through Business Electronic Banking, Customer will take such measures as may be necessary to ensure compliance with the NACHA Operating Rules and Guidelines by such vendors and processors. AB&T reserves the right to suspend or terminate AB&T's services to Customer as an ACH Originator or any Customer agent acting as a Third-Party Sender for breach of the prevailing NACHA Operating Rules and Guidelines upon AB&T providing no more than ten (10) Business Days' advance Notice to Customer concerning Customer or Third-Party Sender's breach of the NACHA Operating Rules and Guidelines.

2. **AB&T Authorized to Act as Originating Depository Financial Institution.** Customer authorizes AB&T, as Originating Depository Financial Institution, to originate ACH Entries on behalf of Customer, as Originator, to the Receivers' accounts at Receiving Depository Financial Institutions, including Receivers' accounts at AB&T.

3. **United States Laws and Regulations.** Customer acknowledges that it will not originate or cause its Third-Party Sender agents to originate ACH Entries that violate the laws and applicable regulations of the United States of America. This includes, but is not limited to; sanction laws administered by the Office of Foreign Assets Control ("OFAC"). It shall be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's Internet home page domain site at www.ustreas.gov/ofac.) Customer agrees that the performance of any action by AB&T to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of AB&T under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). Customer agrees and warrants to AB&T that all Customer's actions contemplated by this Agreement, including the preparation, transmittal, and settlement of ACH Entries, shall comply in all material respects with United States laws, regulations, regulatory guidelines, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC").

4. **ACH Entries Permitted through Business Electronic Banking.** AB&T will accept ACH Entries originated by Customer that correspond to the following ACH Standard Entry Class Codes ("SEC Codes"), which are three-character codes that identifies types of NACHA-permitted ACH Entries:

CCD – Corporate Credit or Debit – A credit ACH Entry, a debit ACH Entry, or a Non-Monetary ACH Entry originated by an Organization to or from the account of that Organization or another Organization.

PPD – Prearranged Payment and Deposit – A credit ACH Entry or a debit ACH Entry initiated by an Organization to a Consumer Account of a Receiver based on a Single-Entry authorization from the Receiver. For example:

Direct Deposit - The preauthorized deposit of funds into a consumer's account. Deposited funds can represent a variety of reasons for the funds transfer, such as payroll, pension distributions, interest, dividends, etc.

Direct Payment – The preauthorized withdrawal of funds from a consumer's account. Withdrawn (debited) funds from a Consumer Account of a Receiver can represent a variety of reasons for the funds transfer, such as: a) recurring payments [e.g. charitable contributions, insurance premiums, loan payments, membership dues payments] or b) standing authorizations where the preauthorized withdrawal of funds does vary by billing cycle [e.g. Consumer utility bill payments].

Additional SEC Codes have been authorized and established by NACHA Operating Rules and Guidelines, which are not supported by AB&T's Business Electronic Banking. From time to time, AB&T at its sole discretion may amend ACH Entries permitted through Business Electronic Banking to include additional SEC Codes.

5. **Prohibition of Originating International ACH Transactions (“IAT” SEC Code).** An IAT ACH Entry is part of a payment transaction [refer to the NACHA Operating Guidelines chapter on International ACH Transactions] involving a Financial Agency's office that is not located in the territorial jurisdiction of the United States. An office of a Financial Agency is involved in the payment transaction if it (a) holds an account that is credited or debited as part of the payment transaction, (b) receives payment directly from a Person or makes a payment directly to a Person as part of the payment transaction, or (c) serves as an intermediary in the settlement of any part of the payment transaction. Customer agrees not to originate International ACH Transactions through AB&T's Business Electronic Banking.

6. **AB&T Underwriting of Customer BEB Enrollment.** AB&T's approval of Customer including ACH Origination among its Selected Services for Business Electronic Banking may be subject to underwriting criteria established by AB&T from time to time. If AB&T requires Customer to provide information in conjunction with AB&T applying its underwriting criteria to Customer's BEB Enrollment, AB&T will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide to AB&T. Customer agrees to provide AB&T such financial, business and operating information as AB&T may reasonably request in connection with AB&T's underwriting and approval of Customer's BEB Enrollment.

7. **Name and Account Number Inconsistency with ACH Entry.** Customer affirms and agrees that, if an ACH Entry originated by Customer or Customer's Third-Party Sender describes the ACH Entry's Receiver inconsistently by name and account number, payment of the

ACH Entry may be made as provided in the NACHA Operating Rules on the basis of the account number even if it identifies a party different from the named Receiver.

8. **Limitations on Amounts of Originated ACH Entries.** The total dollar amount of all ACH Entries originated and transmitted by Customer on any one day (“Maximum Limits”) shall be determined by AB&T in its sole discretion on a case-by-case basis. Such Maximum Limits may be modified by AB&T at any time in its sole discretion without prior notice to Customer. AB&T shall make reasonable attempts to provide notice to Customer of any Maximum Limits, but it shall be the responsibility of Customer to determine if any Maximum Limits exist and, if so, to comply with such Maximum Limits.

9. **Settlement.** Customer will maintain an account with AB&T at all times during the term of this Agreement. Customer will maintain in the account as of the applicable “Effective Entry” settlement date collected funds sufficient to cover the payment of all credit ACH Entries initiated by Customer. Customer authorizes AB&T to charge/debit Customer’s account at the opening of business on the applicable “Effective Entry” settlement date in the amount of each ACH Entry.

10. **AB&T Cut Off Time for Accepting Originated ACH Entries.** Customer shall transmit originated credit and debit ACH Entries to AB&T through Business Electronic Banking no later than the Business Day Cut Off Time specified for ACH Origination within Appendix B of this Agreement.

11. **Receiver Authorizations.** Prior to Customer’s origination of the first debit or credit ACH Entry to a Receiver’s account, Customer will obtain a proper authorization from the anticipated ACH Entry’s Receiver in accordance with the NACHA Operating Rules and Guidelines (hereinafter referred to as the “Rules”). An authorization agreement must be readily identifiable as either an ACH credit or an ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the consumer or company, as ACH Entry Receiver, understands the authorization to which the Receiver is agreeing. All Customer originated PPD SEC Code ACH Entries to Consumer accounts must be authorized by the Consumer in writing and must be signed or similarly authenticated using a digital signature or other code. For PPD SEC Code debit ACH Entries, Customer must provide the Consumer with evidence of the authorization and information regarding the manner in which the authorization can be revoked by the Consumer. Upon request, Customer must present a copy of Receiver’s authorization to AB&T within five (5) Business Days of AB&T’s request. **Customer must retain the signed or authenticated Receiver authorization for a period of two calendar years following the authorization’s termination or revocation.** Customer agrees to originate no ACH Entry destined for a Receiver after the termination or revocation of a Receiver’s authorization has been received by Customer and acted upon within such reasonable timeframe allowed by the Rules.

12. **Prenotifications ACH Entries.** If Customer chooses to originate an optional non-dollar Prenotifications ACH Entry to verify the accuracy of an ACH Entry’s routing and account number, the Customer agrees to not subsequently initiate a corresponding live dollar ACH Entry until at least six (6) Business Days following the settlement date of the Prenotification ACH Entry. When Customer chooses to originate a non-dollar Prenotification ACH Entry to verify the accuracy

of an ACH Entry's routing and account number for the purposes of originating federal tax payments to the United States Treasury or other tax payments to a state agency, the Customer agrees to not subsequently initiate a corresponding live dollar ACH Entry until at least ten (10) Business Days following the settlement date of the Prenotification ACH Entry. Customer's Prenotification ACH Entries will be transmitted to AB&T in the format stipulated by the Rules. If Customer receives notice that a Prenotification has been rejected or returned, Customer will research the problem and make any necessary corrections as soon as administratively possible before transmitting another live dollar ACH Entry.

13. **Rejection of ACH Entries.** AB&T may reject any ACH Origination Entry if AB&T has reasonable cause to believe Customer is not in compliance with the terms of this Agreement and the NACHA Operating Rules. AB&T shall notify Customer, Customer's Administrator, or Customer's User who transmitted the ACH Entry, in person or by electronic or voice mail of such rejection no later than one (1) business day after such ACH Entry would otherwise have been transmitted by AB&T to the ACH Network.

14. **Notice of Returned ACH Entries.** AB&T shall notify Customer, Customer's Administrator, or Customer's User who transmitted the ACH Entry, in person or by electronic or voice mail of such return no later than one (1) business day after the business day of such receipt by AB&T. AB&T shall have no obligation to re-transmit a returned entry if AB&T complied with the terms of this Agreement and NACHA Operating Rules with respect to the original ACH Entry.

15. **Notifications of Change.** AB&T will notify Customer of received Correction ACH Entries ("COR") from third parties, which are commonly referred to as Notification of Change ("NOC") ACH Entries, no later than one (1) Business Day after the settlement date of the NOC. Customer agrees to make the necessary changes on its records from the information obtained in the NOC within six (6) Business Days of the receipt of the NOC or before the next "live" ACH Entry, whichever is later. If the NOC is incorrect, Customer will generate a Refused NOC and deliver it as a Notice to AB&T within fifteen (15) calendar days of the Customer's receipt of the NOC.

16. **Customer Data Retention.** Customer shall retain adequate Data to permit complete reconstruction and re-transmission by Customer or Customer's Third Party Sender, if necessary, of all Customer's ACH Entry Origination files for a minimum of seven (7) calendar days following the Effective Entry Date (the date the Receiver's account is to be debited or credited for the ACH Entry amount on such file by the Receiving Depository Financial Institution) of Customer's respective original file transmittals to AB&T, and Customer or Customer's Third Party Sender shall promptly provide such Data to AB&T upon its request.

17. **AB&T Audit and Review.** Customer agrees, upon reasonable notice by AB&T, to permit AB&T to audit, inspect, and review Customer's policies and processes for purposes of ensuring Customer's and, if applicable, Customer's Third-Party Sender agent's compliance with this Agreement, the Rules, and other laws and regulations governing ACH Entry Origination activities. Audits may be conducted by AB&T's personnel, a third-party auditor engaged by AB&T, or both. Customer acknowledges that AB&T may from time to time require that Customer develop

and adopt internal controls and processes related to ACH origination as mandated by AB&T as a condition to AB&T's agreement to continue providing ACH Origination Services to Customer.

18. **Customer Representations and Agreements; Indemnity.** With respect to each and every ACH Entry initiated by Customer, the Customer represents and warrants to AB&T and agrees that (a) each person or business shown as the Receiver on an ACH Entry received by AB&T from Customer has authorized the initiation of such ACH Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such ACH Entry, (b) such authorization is operative at the time of transmittal of crediting or debiting by AB&T as provided herein, (c) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (d) Customer shall be bound by and comply with the Rules as in effect from time to time including without limitation the provision making payment of an ACH Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such ACH Entry. Customer specifically acknowledges that it has received Notice of the Rule regarding provisional payment and of the fact 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 or debited and Customer shall not be deemed to have paid the Receiver the amount of the ACH Entry. Customer shall indemnify AB&T against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

19. **Customer Warranties.** Customer warrants to AB&T all warranties Customer is deemed by the Rules to make with respect to ACH Entries originated by Customer. Without limiting the foregoing, Customer further warrants and agrees that (a) each Automated Clearing House payment entry is accurate, timely, and all required payments are included; (b) Customer will comply with the terms of the Uniform Commercial Code ("UCC") Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. Customer shall indemnify AB&T against any loss, liability, or expense (including attorneys' fees and expenses and Internal Revenue Service penalties) resulting from or arising out of any breach of any of the foregoing warranties or agreements including any fines assessed against AB&T for a Rules violation caused by Customer or Customer's Third-Party Sender agent.

20. **ACH Origination Service Fees.** Customer agrees to pay AB&T for ACH Origination services provided under the terms and conditions of Appendix C in accordance with the schedule of service fees provided from time to time to Customer. AB&T may change its service fees from time to time upon thirty (30) days written advance notice to Customer.

21. **AB&T Liability Limitations.** AB&T shall be responsible only for performing the services expressly provided for in Appendix C in a commercially reasonable manner, and shall be liable only for its gross negligence or willful misconduct in performing ACH Origination services. In no event shall AB&T have any liability for any consequential, special, punitive or indirect loss or damage, which Customer may incur or suffer in connection with AB&T providing services under the terms and conditions of Appendix C.

22. **Termination.** Customer may terminate Appendix C of this Agreement at any time in conjunction with notice of Customer's desire to terminate its ACH Origination capabilities within Business Electronic Banking. Such termination shall be effective on the second Business Day following the day of AB&T's receipt of written notice of such termination or such later date as is specified in that notice. AB&T reserves the right to terminate Appendix C of this Agreement immediately upon providing written notice of such termination to Customer. Any termination of Appendix C of this Agreement shall not affect any of AB&T's rights and Customer's obligations with respect to ACH Entries originated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations (e.g., indemnification) that survive termination of Appendix C of this Agreement.

23. **Entire Agreement and Other Agreements.** Appendix C of this Agreement is the complete statement of the terms and conditions between AB&T and Customer with respect to ACH Origination service and supersedes any prior agreement(s) between AB&T and Customer with respect to ACH Origination. In addition to Appendix C of this Agreement, Customer is also subject to other Account Agreements that it has with AB&T. The terms and conditions of Appendix C of this Agreement apply exclusively to the subject matter of Appendix C of this Agreement. No course of dealing between AB&T and Customer will constitute a modification of Appendix C of this Agreement or constitute an agreement between AB&T and Customer regardless of whatever practices and procedures AB&T and Customer may use. From time to time AB&T may amend any of the terms and conditions contained in Appendix C of this Agreement. Such amendments shall become effective upon five (5) Business Days prior written notice to Customer or such later date as may be stated herein or in AB&T's notice to Customer.

Appendix D – Wire Transfer Requests Terms and Conditions

The terms and conditions (hereinafter referred to as "Appendix D") govern all Wire Transfer Requests originated by Customer and received by AB&T through the Transmit Wire functionality within Business Electronic Banking. Based on the terms and conditions herein, the parties agree to the following:

1. **Definitions.** Unless otherwise defined in Appendix D of this Agreement, words or phrases appearing within Appendix D shall have the meaning set forth in Iowa Code Ch. 554 Art. 12 ("Iowa Funds Transfers Law").

2. **Service.** Appendix D of this Agreement governs Customer's wire transfer activities; including without limitation one time wire transfer entry, template based wire transfer, wire template setup, wire transfer template approval, and transmit wire through Business Electronic Banking. Customer initially requests the Wire Transfer Request service from AB&T by completing and submitting BEB Enrollment. Upon AB&T granting access to the Selected Service, the Customer's Administrator establishes the one or more Users and respective User IDs with responsibilities for wire transfer activities. Customer's Instructions pertaining to the transfer of funds from Customer's Account(s) at AB&T to accounts at another domestic or foreign financial institution ("Wire Transfers") must be in compliance with the formatting and other requirements set forth herein or provided by AB&T from time to time.

3. **Acceptance and Execution of Wire Transfers.** Except as otherwise provided herein, AB&T in its discretion may accept Instructions received by it in the name of Customer as sender, if AB&T is satisfied that:

a. the Instructions were transmitted to AB&T in a Business Electronic Banking log in session commenced and maintained with a User ID and Passcode corresponding to the Customer's Company ID;

b. Customer is in compliance with Appendix D of this Agreement and the Instructions comply with all applicable provisions of this Agreement;

c. Customer has sufficient funds on deposit and available for withdrawal pursuant to AB&T's applicable funds availability policy;

d. the Instructions do not cause Customer to exceed the Wire Transfer Limit (a maximum dollar amount for originated wire transfer activity per Business Day) as initially determined by AB&T's processing of Customer's BEB Enrollment and from time to time thereafter with or without notice to Customer; and

e. AB&T believes in good faith that the Instructions are authorized by Customer

Customer and AB&T hereby acknowledge and agree that Customer's Transmit Wire execution of the Instructions within a log in session of Business Electronic Banking shall be deemed to constitute Customer's execution and acceptance of Appendix D of this Agreement. Further, Customer and AB&T agree that the security procedures stated in this Agreement are a commercially reasonable method of providing security against unauthorized Wire Transfer payment orders fulfilled by AB&T under this Agreement. Except as otherwise provided herein, AB&T shall execute Instructions that comply with Appendix D of this Agreement on the Business Day (meaning a day on which AB&T is open to the public for carrying on substantially all of its business, but does not include Saturdays, Sundays or federal holidays) if the Instructions are received by the Cut Off Time (see Appendix B) on that Business Day. Instructions received after the Cut Off Time on a Business Day shall be executed on the next Business Day.

4. **Acknowledgment of Wire Transfers.** Within the Manage Alerts functionality of Business Electronic Banking, Customer can establish alert notifications for certain wire transfer activity. Customer shall immediately notify AB&T's Client Services department via email message to ebusinessservices@ambankqc.com or by speaking directly to a Client Services representative toll-free at 877-626-2265, ext. 6524 if Customer's Administrator or User receive an alert notification, which appears associated with unrecognized or unauthorized transaction activity.

5. **Rejection of Instructions.** If AB&T elects to reject Customer's Instructions, AB&T shall attempt to notify Customer of its intention to so reject the Instructions on or before the close of business on the execution date of the requested Instructions, provided that such execution date is a Business Day. Rejection is effective when notice is given. AB&T may provide notice of rejection of Instructions in person or by telephone, facsimile transmission, or electronic means. Customer agrees that all such means of providing notice of rejection are reasonable. AB&T has the right to reject or not accept any Instructions for any reason. AB&T shall have no liability to

Customer except as required by Iowa Code 554.12210(2) by reason of the rejection or failure to accept such Instructions, or the fact that notice of rejection was not given at an earlier time.

6. **Cancellation and Amendment of Instructions.** Customer understands that it has no right to cancel or amend Instructions after AB&T has executed the Instructions. AB&T may, in its sole discretion, attempt to cancel or amend Instructions that it has executed. Prior to AB&T's execution of Instructions, in its sole discretion, AB&T may allow Customer to cancel or amend Instructions. Customer shall reimburse AB&T for any expenses, losses or damages AB&T may incur in effecting or attempting to cancel or amend Instructions.

7. **Verification of Instructions.** In its sole discretion, AB&T may seek verification or further authorization of or give greater scrutiny to any Instructions beyond what is provided for in Appendix G of this Agreement. Such actions may be taken by AB&T to help determine whether Instructions are authorized or correct or whether they comply with applicable laws, regulations, requirements or rules, however, AB&T shall be under no obligation pursuant to Appendix D of this Agreement to undertake such actions. Upon attempting to obtain additional verification or authorization or give Instructions greater scrutiny, AB&T may temporarily suspend the execution of the Instructions and ultimately may reject the Instructions. Suspension of the execution of Instructions may result in a delay in the beneficiary receiving a Wire Transfer. AB&T shall have no liability to any party for any loss that results from such a delay.

8. **Identifying Number.** Customer is notified and acknowledges and agrees that: (i) if Instructions identify the beneficiary by both a name and an identifying number and the name and number identify different persons, execution of the Wire Transfer, or payment to the beneficiary may be made solely on the basis of the identifying number, or AB&T may refuse to execute such Instruction; and (ii) if Instructions identify any financial institution by both a name and an identifying number and the name and number identify different financial institutions, any financial institution may rely solely on the identifying number to identify the financial institution with respect to the Instructions. Customer shall be solely liable for any claims, expenses, losses or damages resulting from the inconsistency of names and identifying numbers in Instructions.

9. **Applicable Rules.** Each set of Instructions may be executed by any financial institution by use of any mechanism that the sending, intermediary, or receiving financial institution in its sole discretion may choose, including without limitation Fedwire, a funds transfer system operated by the Federal Reserve Banks; CHIPS (Clearing House Interbank Payments System), a funds transfer system operated by the New York Clearing House; or SWIFT (Society for Worldwide Interbank Financial Telecommunication). With respect to Instructions that are executed through Fedwire, Federal Reserve Regulation J and all applicable operating circulars shall govern. With respect to Instructions executed through CHIPS, the CHIPS Operating Rules shall govern. With respect to Instructions executed through SWIFT, the SWIFT Operating Rules shall govern. Without limiting the foregoing, Appendix D of this Agreement and the execution of Instructions shall be governed by other applicable laws, regulations and requirements, including but not limited to the Iowa Funds Transfers Law.

10. **Limitations on Amounts of Wire Transfers.** The total dollar amount of any one Wire Transfer or all Wire Transfers transmitted or delivered by Customer per account on any one

day (“Maximum Limits”) shall be determined by AB&T in its sole discretion on a case-by-case basis. Such Maximum Limits may be modified by AB&T at any time in its sole discretion without prior notice to Customer. AB&T shall make reasonable attempts to provide notice to Customer of any Maximum Limits, but it shall be the responsibility of Customer to determine if any Maximum Limits exist and, if so, to comply with such Maximum Limits.

11. **Fees and Costs.** Customer shall pay AB&T the amount required by the Instructions submitted by Customer pursuant to Appendix D of this Agreement no later than the date and local time of execution by AB&T, or earlier, if applicable. AB&T shall charge Customer’s account for the amount of the Wire Transfer and any and all fees associated with providing the Wire Transfer Services pursuant to Appendix G of this Agreement by debiting the Customer’s account held at AB&T even if the debit creates or increases an overdraft in any of those accounts. Any overdraft existing at the close of the Business Day is immediately due and payable without notice or demand. Customer hereby assigns all of its deposit accounts with AB&T and any affiliate of AB&T to AB&T to secure its obligations to AB&T under Appendix D of this Agreement.

12. **Account and Account Reconciliation.** Instructions executed by AB&T will be reflected on Customer’s periodic account statement issued to Customer pursuant to Customer’s account agreement with AB&T. Customer shall promptly examine each periodic account statement and shall promptly notify AB&T of any discrepancy between Customer’s records and the information shown on any periodic account statement including but not limited to any Wire Transfers Customer believes were erroneous or not authorized. If Customer fails to notify AB&T in writing of any discrepancy within sixty (60) days of receipt of a periodic account statement containing information reflecting a Wire Transfer, Customer shall be precluded from asserting any claim against AB&T arising from such discrepancy.

13. **Background Information.** Customer agrees to provide AB&T with all background information and other information regarding Customer, its activities, transactions and Instructions that AB&T believes necessary, in its sole discretion, for AB&T to comply with applicable laws, regulations, requirements and rules. If Customer fails to provide AB&T with any such information requested, AB&T may reject any Instruction received from the Customer and may terminate Appendix D of this Agreement immediately without liability.

14. **General Customer Representations and Warranties.** Customer represents and warrants that with respect to each and every set of Instructions initiated by Customer: (i) the person or entity whose account is to be debited has authorized such debiting and such authorization is operative at the time of such debiting; (ii) the individual as identified by User ID and Passcode that is associated with the Wire Transmit action submitting the Instruction to AB&T is duly authorized as such by Customer’s necessary parties (e.g., the board of directors in the case of a corporation); (iii) Customer has used commercially reasonable procedures to verify all information contained in an Instruction; and (iv) Customer shall perform its obligations under Appendix D of this Agreement in accordance with and shall not transmit or deliver

Instructions unless they comply with all applicable laws, regulations and requirements, including but not limited to applicable rules as set forth in Section 9 hereof.

15. **Authorizations.** For purposes of Appendix D of this Agreement, AB&T may rely on all authorizations previously provided by Customer, including but not limited to authorizations regarding who is an authorized signer on an account, until AB&T receives a written revocation of such authorizations and has a reasonable time to act on such revocation. This Section shall remain in effect until Appendix D of this Agreement is terminated in accordance with Section 19 of Appendix D.

16. **Customer Indemnity.** Customer shall indemnify and hold AB&T, its parent, employees and agents harmless from and against any and all claims, damages, losses, demands, liabilities and expenses (including reasonable attorney's fees and litigation expenses) arising directly or indirectly from or relating in any manner to Appendix D of this Agreement or the services provided hereunder, unless such claims, damages, losses, demands, liabilities or expenses resulted from AB&T's negligence or willful misconduct.

17. **AB&T Responsibilities and Liability.**

a. In the performance of the Wire Transfer Services under Appendix D of this Agreement, AB&T shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to Appendix D of this Agreement, and shall not be responsible for the accuracy or completeness thereof. AB&T shall be responsible only for performing the Wire Transfer Services expressly provided for in Appendix D of this Agreement and shall be liable only for its negligence or willful misconduct in performing those Wire Transfer Services, except as provided by Iowa Funds Transfers Law or otherwise required by law. AB&T shall be deemed to have exercised ordinary care if its action or inaction is in conformity with general banking usages and practices not disapproved by the Iowa Funds Transfers Law or is otherwise a commercially reasonable practice of the banking industry.

b. In the event AB&T shall be liable pursuant to the provisions of Appendix D of this Agreement, AB&T shall be liable only for Customer's actual damages; in no event shall AB&T be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with Appendix D of this Agreement, whether or not the likelihood of such damages was known or contemplated by AB&T and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from AB&T's acts or omissions pursuant to Appendix G of this Agreement.

c. Without limiting the generality of the foregoing provisions, AB&T shall not be liable and 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, error in or inoperability of communication equipment or lines, natural disaster, fire, equipment failure, war, emergency conditions or other circumstances beyond AB&T's control. In addition, AB&T shall not be liable for and shall be excused from failing to transmit or delay in transmitting a Wire Transfer or amendment if such transmittal would result in AB&T's having exceeded any limitation upon its

intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in AB&T's reasonable judgment otherwise violates any provision of any present or future risk control program of the Federal Reserve or any rule, law, regulation, executive order or any requirements of any governmental authority, or cause AB&T to engage in an unsafe and unsound practice.

18. **Notices.** Except as otherwise expressly provided herein, any written notice or other written communication, other than Instructions, required or permitted to be given under Appendix D of this Agreement shall be given pursuant to Agreement' section 19 (Notice). Any such notice or communication shall be deemed given when received in the case of hand delivery or, in the case of any other delivery method, seven (7) days after the notice or communication was sent. AB&T shall be entitled to rely on any written notice or other written communication believed by it to be genuine and to have been submitted by any person authorized to provide such notice or communication on behalf of Customer and such notice or communication shall be deemed to have been signed by such person.

19. **Termination.** Customer may terminate Appendix D of this Agreement at any time in conjunction with notice of Customer's desire to terminate its Wire Transfer Request capabilities within Business Electronic Banking. Such termination shall be effective on the second Business Day following the day of AB&T's receipt of written notice of such termination or such later date as is specified in that notice. AB&T reserves the right to terminate Appendix D of this Agreement immediately upon providing written notice of such termination to Customer. Any termination of Appendix D of this Agreement shall not affect any of AB&T's rights and Customer's obligations with respect to Instructions initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations (e.g., indemnification) that survive termination of Appendix D of this Agreement.

20. **Entire Agreement and Other Agreements.** Appendix D of this Agreement is the complete statement of the terms and conditions between AB&T and Customer with respect to the Wire Transfer Service and supersedes any prior agreement(s) between AB&T and Customer with respect to Wire Transfer Service. In addition to Appendix D of this Agreement, Customer is also subject to other Account Agreements that it has with AB&T. The terms and conditions of Appendix D of this Agreement apply exclusively to the subject matter of Appendix D of this Agreement. No course of dealing between AB&T and Customer will constitute a modification of Appendix D of this Agreement or constitute an agreement between AB&T and Customer regardless of whatever practices and procedures AB&T and Customer may use. From time to time AB&T may amend any of the terms and conditions contained in Appendix D of this Agreement. Such amendments shall become effective upon five (5) Business Days prior written notice to Customer or such later date as may be stated herein or in AB&T's notice to Customer.

21. **Governing Law.** Appendix D of this Agreement, including all Wire Transfer Services provided by or relating to the Wire Transfer Services provided hereunder by AB&T, and all rights and obligations of the parties, shall be construed in accordance with and governed by the laws of the State of Iowa, including the Iowa Funds Transfers Law. Customer agrees that if a Wire Transfer is subject to the Electronic Funds Transfer Act, as amended from time to time, all actions and disputes between Customer and AB&T shall be determined pursuant to the Iowa

Funds Transfers Law, as expressly modified by Appendix D of this Agreement. This choice of law provision is subject to Iowa Code 554.12507.

Appendix E – Positive Pay Terms and Conditions

The terms and conditions (hereinafter referred to as Appendix “E”) govern all Positive Pay products and requests originated by Customer and received by AB&T through the Positive Pay functionality within Business Electronic Banking. Based on the terms and conditions herein, the parties agree to the following:

1. **Service.** Appendix E of this Agreement govern all Positive Pay activities; including without limitation items paid and returned from AB&T BeB system. Upon AB&T granting access to the Selected Service, the Customer’s Administrator establishes one or more Users and respective User IDs with responsibilities for Positive Pay activities.
2. **Cancellation and Amendment of Instructions.** Customer understands that it has no right to cancel or amend decisions after the Business Day Cut Off Timeline (Appendix B).
3. **Fees and Costs.** Customer shall pay AB&T the amount required pursuant to Appendix E of this Agreement. AB&T shall charge Customer’s account for the amount of the Positive Pay module and items pursuant to Appendix E of this Agreement by debiting the Customer’s account held at AB&T even if the debit creates or increases an overdraft in any of those accounts. Any overdraft existing at the close of the Business Day is immediately due and payable without notice or demand. Customer hereby assigns all of its deposit accounts with AB&T and any affiliate of AB&T to AB&T to secure its obligations to AB&T under Appendix E of this Agreement.
4. **Customer Indemnity.** Customer agrees that failure to implement or complete the daily review of any of the Positive Pay services (Reverse Positive Pay or File Upload Positive Pay) will preclude the Customer from asserting any claims against AB&T for paying any unauthorized, altered, counterfeit or any other fraudulent item that such product, service or precaution was designed to detect or deter and AB&T will not be required to re-credit your account or otherwise have any liability for paying such items.
5. **AB&T Responsibilities and Liability.** In the event AB&T shall be liable pursuant to the provisions of Appendix E of this Agreement, AB&T shall be liable only for Customer’s actual damages; in no event shall AB&T be liable for any consequential, special, incidental, punitive or indirect loss or damage

which Customer may incur or suffer in connection with Appendix E of this Agreement, whether or not the likelihood of such damages was known or contemplated by AB&T and regardless of the legal or equitable theory of liability which Customer may assert, including without limitation, loss or damage from subsequent wrongful dishonor resulting from AB&T's acts or omissions pursuant to Appendix E of this Agreement.

6. **Termination**. Customer may terminate Appendix E of this Agreement at any time in conjunction with notice of Customer's desire to terminate its Positive Pay capabilities within Business Electronic Banking. Such termination shall be effective on the second Business Day following the day of AB&T's receipt of written notice of such termination or such later date as is specified in that notice. Any termination of Appendix E of this Agreement will preclude the Customer from asserting any claims against AB&T for paying any unauthorized, altered, counterfeit or any other fraudulent item that such product, service, or precaution was designed to detect or deter and we will not be required to re-credit your account or otherwise have any liability for paying such items after termination.