



# Master Treasury Services Agreement

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## General

This Master Treasury Services Agreement ("Agreement," which term includes the Service Agreements, as defined below) sets forth the general terms and conditions relating to the Bank's commercial and consumer banking services provided to Customer at Customer's request. As used in this Agreement, "Bank" means American National Bank, a national banking association, and any other affiliate of Bank which provides banking services to Customer, and "Customer" means the undersigned commercial customer along with any existing or future Affiliate of the undersigned as more particularly described herein, and the undersigned persons, if any, related to the commercial customer with respect to consumer accounts maintained at Bank ("consumer Customers"). "Affiliate" or "Affiliates" shall include, without limitation, all parent, subsidiary, and brother-sister entities, and other entities controlled by, or under common control with, the undersigned commercial customer that receive commercial banking services, or benefits from such services provided by Bank. The undersigned commercial Customer agrees that if Bank provides commercial banking services to the undersigned customer's Affiliates, said customer shall be jointly and severally liable hereunder with the Affiliates receiving the service. Customer shall cause all third parties acting on behalf of the Customer to comply with the terms of this Agreement, and Customer acknowledges and agrees that it shall be liable for any action or inaction by any such third parties in violation of this Agreement. As of the date hereof, the undersigned commercial Customer and such Customer's Affiliates that will use any of the commercial banking services have signed the Affiliate Joinder to Master Treasury Services Agreement. The undersigned commercial customer shall contact the Bank to add or remove any Affiliates that will use or cease using the commercial banking services. The undersigned commercial Customer agrees to cause any new Affiliate that will use any of the commercial banking services to execute Bank's joinder agreement. Any party which qualifies as an Affiliate and receives any commercial banking services, either as of the date hereof or hereafter, shall be considered an Affiliate notwithstanding the omission of such party from this Agreement or a joinder agreement, and acknowledges that Affiliates may be added or deleted from time to time.

In addition to the commercial and consumer banking services whose terms are denoted in this Agreement, the Bank offers additional banking services identified herein which Customer may request and Bank may provide for Customer's use or benefit ("Services"). Additional available Services may be added subsequent to the date hereof. If Customer requests that Bank provide any of the additional Services, Customer shall execute and complete an Enrollment Form and any documents requested by Bank for the requested Services, and Customer shall be deemed to agree to the terms and conditions for each additional Service which are contained in this Agreement (each a "Service Agreement" and collectively "Service Agreements", and the term "Agreement" is deemed to include the terms and conditions applicable to each such requested Service and Service Agreement). The following terms and conditions are applicable to all Services provided by Bank to Customer hereunder:

It is specifically acknowledged that one of the Services identified herein is online banking pursuant to the End User Online Agreement (the "Online Banking Agreement"), which Online Banking Agreement is a Service Agreement hereunder. If Customer elects to use the Online Banking Agreement but has not previously signed the Online Banking Agreement and utilized the Service, Customer may elect to use the Online Banking Agreement on the Enrollment Form.

## Administrator(s)

Administrator(s) (or “Customer Administrators”) shall mean any individual(s) duly and fully authorized by a representative of the Customer per the Customer’s Bank Business Resolution, to (i) initiate and administer over Authorized User account security rights and privileges on behalf of Customer, as further set forth in Security Procedures section in this document and (ii) initiate and administer over Authorized User rights and authority on behalf of Customer with respect to all banking Services, as set forth in the Enrollment Form. Unless Customer has previously identified an Administrator, Customer agrees to identify an Administrator by completion of the Identification of Administrator attached to the Agreement. The Bank will not serve as the Customer’s Administrator.

## Amendments

Bank may from time to time amend or restate in whole or in part any of the terms of this Agreement and any schedule, attachment, or addendum thereto. With respect to commercial accounts, (i) if the change would result in increased fees for a Service or increased liability for the commercial Customer, Bank agrees to give the commercial Customer notice, pursuant to the Notice section, at least twenty one (21) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or the Bank’s security, and (ii) in all other situations, Bank will notify the commercial Customer of the change in terms, pursuant to the Notice section, within thirty (30) days after the change becomes effective. With respect to consumer accounts, unless the change is to benefit the consumer Customer or an immediate change is necessary to maintain the security of an account or the Bank’s security, Bank agrees to give the consumer Customer notice, pursuant to the notification section, at least thirty (30) days before the effective date of any such change. With respect to commercial and consumer accounts, (iii) Customer’s continued use of a Service indicates Customer’s acceptance of the change in terms, and (iv) if Customer rejects such amendment or restatement by written notice to Bank within thirty (30) days of the change, either party may thereupon terminate this Agreement upon ten (10) days written notice.

## Arbitration

Any dispute, claim or controversy between the parties arising out of or in connection with this Agreement, or the interpretation, performance, termination or breach, shall, at the request of either party be submitted to arbitration in Omaha, Nebraska, and finally resolved under the American Arbitration Association commercial arbitration rules. Any issue concerning whether, or the extent to which any dispute is subject to this arbitration provision, including issues relating to the validity or enforceability of these arbitration provisions or the applicability of any defense, shall be decided by the arbitrators. In the event this provision is found to be ambiguous concerning its intended scope, the ambiguity shall be resolved in favor of arbitration. The arbitration shall be conducted by a single arbitrator reasonably acceptable to the parties. The parties shall equally absorb all costs and expenses of the arbitrator. The determination of the arbitrator shall be final and non-appealable. The parties shall reasonably cooperate to expedite and complete all arbitration proceedings.

## Assignment

Bank may assign its rights and delegate its duties under this Agreement to an organization affiliated with Bank or to a third party. Customer may not assign any right or delegate any obligation hereunder without Bank’s prior written consent. Any permitted assignees will succeed to and be bound by this Agreement.

## **Attorney's Fees**

If any action is brought by either party against the other regarding the terms of this Agreement, including any court action or arbitration proceedings, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney's fees, court costs, expert witness fees, and other expenses of the action.

## **Authority**

The Customer represents and warrants that it has read and understands the Agreement, accepts and agrees to abide by all of the terms of this Agreement, and has the requisite power and authority to execute this Agreement.

## **Authorization for Information**

An investigative or consumer report will be made in connection with any Customer request for Services. Customer and Guarantor authorize Bank, or any credit bureau or any credit reporting agency retained by Bank to investigate the references given or any other statements or data obtained from Customer or Guarantor, and to obtain information relating to Customer and Guarantor including, without limitation, credit reports.

## **Availability of Services**

The ability of Bank to provide access to Services is conditional upon the continued operation and availability of the computers, telecommunications equipment, and telecommunication facilities which comprise the infrastructure for the Services. In the event access to any Service is interrupted for any reason, Customer agrees that Bank will not be responsible for Customer's lack of access. Although Customer's access to most Services may be generally available seven (7) days per week and more than twenty (20) hours per day, some Services are available only on Banking Days.

## **Banking Days**

All references to Banking Days means days other than Saturday, Sunday, or banking holidays.

## **Capitalized Terms**

A capitalized term shall have the meaning set forth in this Agreement, and if no definition is provided herein, then as it shall have the meaning set forth in the Online Banking Agreement, the Account Agreement (as defined herein), or the National Automated Clearing House Association Rules.

## **Check Cashing**

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

## Check Processing

We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need to only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

## Compliance with Laws

Customer shall comply with all laws, rules, and regulations applicable to commercial and consumer Customer, as applicable, commercial Customer's business and operations, and to the Services, including, without limitation, the rules ("Rules") established or reported by the Electronic Payments Association/National Automated Clearing House Association ("NACHA"), Regulation CC, the Uniform Commercial Code, and any rules established by an image exchange network through which items are processed pursuant to this Agreement. Customer further agrees that it shall have the responsibility to fulfill any compliance requirement or obligation that Bank and/or Customer may have with respect to the Services under all applicable U.S. federal and state laws, regulations, and rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the Federal Bank Secrecy Act, FinCEN, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time, and Operating Circulars promulgated by the Board of Governors of the Federal Reserve System.

## Confidentiality

This Agreement, fee schedules, attachments, Bank records, Security Procedures, Authentication Procedures, data, processes, software including modifications, updates and revisions thereto, and other information provided to Customer in connection with the Services (collectively the "Information") is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Commercial Customer agrees to use the Information only in the manner specified by Bank and in the ordinary course of commercial Customer's business, to return it to Bank upon termination of this Agreement or any applicable Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Information by law. Consumer Customer agrees to use the Information only in the manner specified by Bank, to return it to Bank upon termination of this Agreement or any applicable Service, and to keep the Information confidential and not allow anyone other than consumer Customer to access the Information except to the extent the Information is already in the public domain or consumer Customer is required to disclose the Information by law.

In addition, Bank and the Customer agree that any information received by one party from the other, and clearly designated in writing as "CONFIDENTIAL", shall not be disclosed by either party to any third party for a period of three (3) years from the termination of the Agreement, unless or until: (i) the information shall become known to third parties not under any obligation of confidentiality to the disclosing party, or shall become publicly known through no fault of the receiving party; (ii) the information was already in the receiving party's possession prior to the disclosure of said information to the receiving party, except in cases when the information has been covered by a preexisting confidentiality agreement; (iii) the information shall be subsequently disclosed to the receiving party by a third party not under any obligation of confidentiality to the disclosing party; (iv) the information is approved for disclosure by prior written consent of the disclosing party; or (v) the information is required to be disclosed by court order or governmental law or regulation, provided that the receiving party gives the disclosing party prompt notice of any such requirement and cooperates with the disclosing party in attempting to limit such disclosure.

## **Consent and Approval**

Unless expressly provided otherwise in this Agreement, Bank may withhold consent or approval of any matters in its sole and absolute discretion.

## **Cooperation**

Customer agrees to cooperate with Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Services, and shall provide and execute any documents that Bank shall reasonably request.

## **Corrections**

Bank shall have the right to credit or debit any accounts of Customer with Bank to correct any errors or processing irregularities in connection with any Services.

## **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

## **Course of Dealing**

No course of dealing between Bank and Customer will constitute a modification of this Agreement, the Rules, the Security Procedures, or the Authentication Procedures, or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

## **Cumulative Remedies**

The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Bank would otherwise have at law or in equity.

## **Cutoff Times**

Transactions, deposits, Payment Orders, Entries, Communications, instructions and other Service requests by Customer received by Bank on a non-Banking Day or after established cutoff deadlines may be treated by Bank as received on the next Banking Day.



## Deemed Execution of this Agreement

In the event any Affiliate (whether now existing or hereafter created) of the undersigned commercial Customer utilizes any Services, such Affiliate agrees to be bound by the terms of this Agreement regardless of whether said Affiliate is a signatory on this Agreement. Furthermore, said Affiliate agrees that it shall thereupon be deemed to have executed and delivered this Agreement and shall be obligated hereunder, and shall be jointly and severally liable for all obligations, indemnities, fees and other amounts due under this Agreement. In the event any Authorized Users (whether now existing or hereafter created) of the undersigned consumer Customer use any of the Services, the Authorized User shall be deemed to have executed and delivered this Agreement and shall be jointly and severally liable for all obligations, indemnities, fees and other amounts due under this Agreement.

## Direct Deposits

If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## Disclaimer of Warranties

EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY: (i) WARRANTIES REGARDING MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (ii) NONINFRINGEMENT OF THE SOFTWARE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE); (iii) COMPATIBILITY OF SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE OF CUSTOMER; (iv) RESULTS TO BE DERIVED FROM THE USE OF ANY SOFTWARE, SERVICES, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT; OR (v) THAT THE SOFTWARE, SERVICES, HARDWARE OR OTHER MATERIALS ARE FREE FROM DEFECTS.

## Disclosure

Customer acknowledges that Bank may have certain legal record keeping and reporting requirements with respect to the Services and consents to Bank's disclosure to payment systems, intermediary organizations, and governmental authorities of information concerning Customer and Customer's transactions and the Services provided to Customer, and all information Bank believes to be appropriate or necessary to fulfill such contractual and legal requirements.

Bank may also provide information about Customer's accounts to persons or companies Bank believes would use the information for reasonable purposes including, without limitation, a prospective creditor seeking to verify information provided by Customer, or to verify a check Customer has written. In addition, Bank is permitted to routinely inform credit bureaus when accounts are closed because they were not handled properly.

## Discrepancies and Reporting Errors

Customer agrees to notify Bank immediately if Customer discovers: (i) any error or discrepancy between its records and the information the Bank provides to Customer about Customer's accounts or transactions (e.g. in a statement, confirmation or electronic report); (ii) unauthorized transactions involving Customer's account; (iii) a confidentiality breach, or breach of the Credentials; lost security passwords or token(s); or (iv) other problems related to the Service. Customer shall promptly notify Bank in writing of any error in connection with the Services and any discrepancies between any records maintained by Customer and any notice Customer receives from Bank with respect to the Services, and shall provide Bank with any information it may reasonably request in connection therewith.

Commercial Customer agrees that fourteen (14) days is a reasonable time for commercial Customer to discover and notify Bank of errors or discrepancies, unless the Rules, laws, or regulations provides for a shorter period. Commercial Customer agrees that failure to discover and report errors and discrepancies during such fourteen (14) day period shall relieve Bank, absent Bank's gross negligence or willful misconduct, of any liability for the error, discrepancy, or unauthorized transaction or transfer.

Consumer Customer agrees that, unless otherwise provided by law, sixty (60) days from the date the statement is first sent or made available to consumer Customer is reasonable time for consumer Customer to discover and notify Bank of errors or discrepancies. Consumer Customer further agrees that if he/she fails to report any unauthorized signatures, alterations or forgeries with regard to his/her accounts within sixty (60) days of when Bank first sent or made the statement available, consumer Customer cannot assert a claim against Bank in connection with any items in that statement, and that the entire loss will be borne by the consumer Customer. This sixty (60) day limitation is without regard to whether Bank used ordinary care in performing any Service.

Commercial and consumer Customer agree that if it fails to perform the duties set forth in this section, such Customer will either share the loss with the Bank, or bear the loss entirely (depending on whether Bank used ordinary care and, if not, whether Bank substantially contributed to the loss). The loss may not only be with respect to items on the statement, but may include unauthorized signatures or alterations by the same wrongdoer.

## Early Withdrawal Penalty—Certificates of Deposit

Loss of interest, whether it is earned or not, of half the term but not to exceed 12 months loss of interest, or replacement value, whichever is greater.

\*Replacement value is the difference between the interest earned for the remaining term of the certificate at the current market rate and the interest for the remaining term at the current CD rate.\*

\*For example: If you have a \$10,000, 60 month CD with 12 months remaining and you currently earn .80% (\$80 interest earned for the remaining 12 months), the current market rate for a 12 month CD at 4.5% (\$450 interest earned for 12 months), the replacement value penalty would be \$370 (\$450 minus \$80).\*

## Electronic Statements

Unless Customer notifies Bank in writing otherwise, Customer hereby agrees that it shall receive all account statements through electronic means. Customer further agrees to receive bank disclosures and notices electronically. Customer further agrees to notify Bank if, at any time, Customer receives an electronic statement that is illegible, or Customer's email address for statement delivery changes. To accomplish any of the forgoing notifications, Customer is to contact Bank or email the Bank at [customerservice@anbank.com](mailto:customerservice@anbank.com). Customer may obtain a paper copy of its account statements at any time by contacting Bank's local Branch office.

## Enrollment Form

An Enrollment Form means the form delivered to Customer which shall be completed by Customer for a Service.

## Entire Agreement and Conflict in Terms

This Agreement together with , addendums, attachments, any applicable Terms and Conditions of your Account Agreement ("Account Agreement"), notices, and then-current Fee Schedule constitute the entire agreement between the parties. In the event of a conflict or discrepancy among these documents the following order of precedence shall apply: (i) this Agreement; (ii) the Fee Schedule; and (iii) the Account Agreement, but only to the extent necessary to address the conflict or discrepancy.

## Equipment and Software

Customer agrees to currently have and maintain hardware and software which satisfies the minimum requirements of Bank, which requirements may be changed from time to time by Bank. Bank may provide from time to time additional specifications of any hardware and/or software which Bank has determined to be compatible with the Services. Customer shall be responsible for acquiring any required hardware, software, and secure communication facilities and installing and maintaining them in good working condition. Bank shall not be liable to Customer for any malfunction, non-function, inaccuracy or other failure of the hardware or software, or any secure communication devices or facilities used by Customer to access Services, regardless of whether Bank approved such hardware, software or communication facilities. Customer agrees to install hardware/software upgrades and other necessary system enhancements within a reasonable amount of time after being requested to do so by Bank.

Bank may provide to Customer in some cases hardware and/or software to access the Bank's system or the Services. In these instances Customer will have a non-exclusive, non-transferable sublicense to use the hardware and/or software to access the Services. Customer agrees to comply with license terms including, without limitation, any shrinkwrap or clickwrap license agreement that accompanies such software. Upon termination of a Service requiring the software, the sublicense will automatically be revoked. If Bank's license for the software ceases, Customer's sublicense shall immediately cease at the same time. Upon termination of the sublicense, Customer's rights to use the software will terminate immediately without notice. Customer shall return all hardware, software, and user manuals associated with any software on termination.

All rights and title to software provided to Customer by Bank, including all modifications, updates, and revisions thereto, whether or not patentable or copyrightable, shall remain the property of Bank or its licensor. Customer shall not disclose or make the software, or any portion thereof, available to third parties. Customer may not reproduce the software or its source or object code.

If Customer desires to obtain and utilize alternate software or hardware with the Services that complies with its specifications and requirements, Customer shall submit a written request for approval of such hardware or software and shall provide all necessary information that Bank requests. Bank may, in its sole discretion, approve, deny or condition use of such alternate hardware or software. If such hardware or software is approved by the Bank, the Bank shall have no liability for any loss, liability or damage incurred by Customer in connection therewith, except only to the extent of the Bank's gross negligence or willful misconduct.

To the extent that a Service requires the Customer's use of hardware, software, or technology, Customer agrees that Bank may modify, change, amend, and/or supplement such technology requirements at any time, and from time to time as determined in Bank's sole discretion.

## Error Detection

Bank is not required to detect any errors, and is not liable for any errors, made by Customer or any third parties in connection with the Services.

## Extension of Credit

Customer may be required to have specified amounts of collected funds in its accounts at Bank in connection with particular Services. Bank is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Bank extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's accounts or otherwise, the amount thereof shall be immediately due and payable, together with interest thereon at a per annum rate determined by Bank from time to time, but not to exceed the maximum rate permitted by law, and customary fees to the extent permitted by law. If Bank should perform on behalf of Customer any Services that create an overdraft or use of uncollected funds, such action shall not establish a course of dealing between the parties that shall require Bank to perform any additional Services on behalf of Customer that would create an overdraft or use of uncollected funds. Bank may without notice refuse to honor any Communication, Entry, Payment Order, transfer, withdrawal of funds, or Service if such order would create an overdraft or use of uncollected funds, notwithstanding that Bank may have previously allowed overdrafts or use of uncollected funds. Any extension of credit granted by Bank does not constitute a promise to extend credit in the future, and Bank is not obligated to create such extension.

## Facsimile, Digital, or Electronic Signatures

We are hereby requested, authorized and directed to honor, and debit your account for all checks, drafts, or other order for the payment of money drawn in your name on your accounts with us when bearing, purporting to bear, or resembling the facsimile, digital, or electronic signatures of your authorized signers and agents. We are and shall be entitled to honor and to charge you for all checks, drafts, or other orders, REGARDLESS OF BY WHOM OR BY WHAT MEANS THE ACTUAL OR PURPORTED FACSIMILE, DIGITAL, OR ELECTRONIC SIGNATURE OR SIGNATURES THEREON MAY HAVE BEEN AFFIXED THERETO, if such facsimile, digital, or electronic signature or signatures RESEMBLE the facsimile, digital, or electronic specimens. You expressly ASSUME ALL RISKS INVOLVED in any unauthorized use of such facsimile, digital, or electronic signature and agree that you shall be responsible for and chargeable with the amount of all checks, drafts, or other orders bearing such facsimile, digital, or electronic signature or signatures RESEMBLING the same, WHETHER OR NOT PLACED THEREON BY YOUR AUTHORITY.

## Fees and Payment

Customer shall compensate Bank for the utilization of the Services in accordance with Bank's then—current Fee Schedule and shall promptly pay all amounts and expenses due under this Agreement and the Account Agreement. Customer acknowledges that Bank service fees have been established in contemplation of: (i) the limitations on Bank's liability; (ii) Customer's agreement to review statements, confirmations, and notifications promptly and to notify Bank immediately of any discrepancies or errors; and (iii) Customer's agreement to assist Bank in any loss recovery effort. Customer shall also pay any sales, use or other tax applicable to the Services (including taxes implemented after the date hereof). If Bank is required to pay any such taxes, Customer shall reimburse Bank the amounts paid upon demand. Customer agrees to pay any additional reasonable charges for Services Customer requests which are not covered by this Agreement. Customer is responsible for telephone and Internet service fees Customer incurs in connection with the use of any Services. Bank may, in its sole discretion, collect any of the foregoing amounts and any other amounts due by Customer to Bank hereunder or in connection with the provision of the applicable Services to Customer by debiting any of Customer's accounts with Bank, billing Customer, and/or setting off against any amounts Bank owes Customer, without any obligation to give prior notice thereof to Customer.

## Fiduciary Status

Nothing contained herein or in this Agreement and the Account Agreement or any other agreement with Bank shall be deemed to create any fiduciary status on the part of Bank in connection with the provision of any Services.

## Financial Information

Bank may from time to time request information from Customer and Guarantor to evaluate a continuation of risk-based services to be provided by Bank hereunder and/or adjustment of any risk limits pertaining to the Services. Customer and Guarantor each agree to provide the requested financial information immediately upon request by Bank, in the form reasonably required by Bank. If Customer or Guarantor refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer or Guarantor is unacceptable, Bank may immediately terminate this Agreement or any affected Service according to the provisions hereof. Customer and Guarantor authorize Bank to investigate or reinvestigate at any time any information provided by Customer or Guarantor in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

## Fraud Prevention

Customer acknowledges that Bank currently offers anti-fraud services denoted on Bank's web site at [www.american.bank](http://www.american.bank) under "Treasury Services" "Anti-Fraud Services" which are designed to reduce the likelihood that a fraudulent, unauthorized, or altered check or other item will be paid. Such Anti-Fraud Services may be changed or expanded from time to time. Customer acknowledges that these Services assist in the prevention and detection of fraud. Customer agrees that if Customer fails to implement the anti-fraud Services that Bank offers from time to time, or Customer fails to follow these and other precautions reasonable for Customer's particular circumstances, Bank will not be liable for paying any unauthorized, altered, counterfeit or other fraudulent item that such Services are designed to detect, and Bank will not be required to re-credit Customer's account. Further, in the event Bank incurs a loss due to any type of fraud on your account(s), commercial Customers may be required to enroll in the anti-fraud Services provided by Bank and pay any associated fees or charges associated with such Services.

## **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska.

## **Guarantor**

If required by Bank, Customer shall cause one or more Guarantor(s), acceptable to Bank, to sign a Guaranty in the form of the Joinder and Guaranty to Master Treasury Services Agreement guaranteeing Customer's obligations arising pursuant to this Agreement for any Services provided by the Bank to Customer.

## **Headings**

Section headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

## **Indemnifications**

Customer shall indemnify, defend, and hold harmless Bank and each of its directors, officers, employees, agents, successors and assigns ("Indemnitees") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of: (i) the operation of the Services, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee); (ii) acts, errors, or omissions of Customer or any third party or otherwise; (iii) Bank's good faith acceptance or rejection of any Payment Order as defined in this Agreement; (iv) Customer's breach of the terms of this Agreement; (v) Customer's breach of any representation or warranty in this Agreement, the Account Agreement or any Resolution provided to Bank; and (vi) Customer's failure to comply with state and federal rules and regulations. Customer shall indemnify and hold harmless the Indemnitees from and against all claims brought by third parties and all fines, penalties or sanction imposed on Bank by any clearing house, or governmental entity in connection with the use of the Services.

## **Intermediaries**

Bank may act on any communication and provide the Services using any payment system or intermediary organization it reasonably selects. Bank may engage third parties to provide some or all of the Services. Bank shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Bank or Customer's employees and agents for use in connection with the Services or as required by law.

## **International ACH transactions (IAT)**

We may, as needed, research and comply with Office of Foreign Asset Control laws, suspend and/or delay settlement of International ACH transactions to your account.

## Interpretation

Unless otherwise set forth in a Guaranty or other documentation, consumer Customers shall not be responsible for the liabilities and obligations of commercial Customers, and commercial Customers shall not be responsible for the liabilities and obligations of consumer Customers.

## Joint and Several Liability

All entities comprising the commercial Customer shall (including parties which become Affiliates after the date hereof) shall be jointly and severally liable for all obligations, indemnities, fees and other amounts due under this Agreement. All account owners of a consumer account shall be jointly and severally liable for all obligations, indemnities, fees and other amounts due under this Agreement.

## Jurisdiction and Venue

In the event of any court action in connection with this Agreement, the parties agree and submit to the personal and exclusive jurisdiction of and venue in the Federal and state courts (as applicable) located in Omaha, Nebraska.

## Limitation of Liability

Bank will exercise ordinary care in providing the Services and will be responsible for any loss sustained by Customer only to the extent such loss is caused by Bank's gross negligence or willful misconduct. Clerical errors or mistakes in judgment shall not constitute failure by the Bank to exercise ordinary care. In no event shall Bank have any liability under this Agreement for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from or relating to any: (i) acts or failure to act by Customer or any third party, errors in transmission, software defects, delay in performance of or failure to perform in connection with the Services which is caused by interruption of telephone or other communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, strikes or lockouts, emergency conditions, riots, war, acts of government, suspension of payments by another financial institution, or other circumstances which are unavoidable or beyond Bank's control; (ii) failure to perform any of its obligations, or the failure of any third party contractor to perform its obligations, in connection with the Services if such performance would result in it being in breach of any Rule, law, regulation or requirement of any governmental authority; (iii) failure of any software, including, but not limited to, loss of data, delay, or the performance of this Agreement; (iv) failing to perform a Service if the Customer's account does not have sufficient funds; (v) Customer's failure to comply with the terms herein; (vi) if an unauthorized person intercepts any of the information Bank sends to Customer, either while in transit or at Customer's place of business (commercial accounts) or place of residence (consumer accounts); (vi) payment of an item, whether authorized or not, provided the Credentials were used; or (vii) Customer's failure to use a Fraud Prevention Service as identified herein.

If Bank fails to credit any of Customer's accounts utilized in connection with the Services in accordance with the Account Agreement as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability related thereto, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account. Customer agrees that the Bank shall have no liability for depositing and/or endorsing on Customer's behalf remittances that bear paid-in-full or similar notations.

In no event will Bank's liability under this Agreement exceed an amount equal to the previous six (6) months of Service fees collected by Bank from Customer for the Service pursuant to which the Bank's liability arose. If the Services have been used for less than six (6) months, the Bank's liability shall not exceed an amount equal to the Service fees actually collected.

## Non-Waiver

No delay on the part of Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power.

## Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given upon actual delivery. Any notice shall be addressed to the party as follows:

If to Bank:

American National Bank  
8990 West Dodge Road  
Omaha, Nebraska 68114  
Attention: Treasury Services Department

email: [TS@anbank.com](mailto:TS@anbank.com)  
Telephone: 402-399-5079  
Fax: 402-399-5563

If to Customer: The address or email address contained in Bank's records from time to time. Customer shall provide its current address and email address to Bank concurrent with the execution hereof and thereafter immediately upon any change in such information.

Customer agrees that any notice or other type of communication provided to Customer pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by email or if Customer subscribes to the Online Banking Service, to the Bank's online banking web site. Customer agrees that once any notice or other communication is sent by Bank to Customer at Customer's postal, e-mail, or other address provided by Customer to Bank, Bank may assume that any notice or communication sent to Customer at any such address has been received by Customer, until Customer notifies Bank in writing of another address.

## Ownership of Account

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account in proportion to net contributions unless there is a clear and convincing evidence of a different intent.

Agency (Power of Attorney) Designation (Single-Party Accounts only)

A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine whether they are on the owner's behalf.



## **Performance Excused**

If Bank's performance of any act, or the failure of Bank to act, would result in Bank's violation of any Rule, law, regulation, or requirement of any governmental or regulatory agency including, without limitation, the FDIC, the Bank's performance of the act, or the failure to act, as the case may be, shall be deemed excused and released.

## **Proprietary Property**

All Information used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property.

## **Provisional Credit**

All checks, wire transfers, ACH payments, remittances and other items deposited into Customer's accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the Customer's account without prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of its accounts, and authorizes Bank to charge any account it maintains with Bank for any amount remaining due under this Agreement.

## **Purpose**

Commercial Customer shall use the Services for its own lawful business purpose and not for family or household purposes. Consumer Customer shall use the Services only for a lawful purpose in connection with personal, family or household matters.

## **Recordings and Records**

Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

Bank may, at its sole discretion, make available certain Information or records upon Customer's request. Any expenses incurred by Bank in making such Information available to Customer shall be paid by Customer. Customer and Bank shall retain all records as set forth in this Agreement unless otherwise required by law or the Rules.

## **Remote Access**

In the course of diagnosing Service issues with Customer, Bank may utilize remote access technology which enables Bank to view the screen on Customer's workstation. Bank access to the workstation must be granted by Customer by selecting an option on the screen to allow it. Customer agrees to reasonably grant access to facilitate the troubleshooting process.

## Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (i) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (ii) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; and (iii) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

## Restrictive Legends

We are not required to honor any restrictive legend on checks you write unless we have in advance, agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

## Rights on Death

**Single-Party Account**—At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account with Right of Survivorship**—At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship**—At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account with Pay-on-death Designation**—At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation**—At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

## Security Procedures

For access to Bank's Services and systems, certain security procedures, including the assignment and use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, hardware and/or software "tokens", and similar items and security devices, systems and software (collectively "Credentials") designed to verify the origination of financial transactions, instructions, entries, and payment orders (each, an "Instruction" and collectively "Instructions") sent between Customer and Bank, will be used in connection with the Services (collectively the "Security Procedures"). Customer agrees that any such mutually agreed-upon Security Procedures shall be deemed commercially reasonable. Bank and Customer shall implement Authentication Procedures if Customer desires to obtain Wire Transfer Services, ACH Services, and related funds transfer services originating with accounts other than their Bank accounts.

Customer shall be solely responsible for protecting the Credentials and designating individuals authorized to use the Credentials to access the Services ("Authorized Users"). The Bank offers multiple services which require the Customer's designation of one or more individuals ("Administrators", or "Customer Administrators"), whose responsibilities include, but are not limited to, creating and maintaining Authorized User Credentials, assigning the appropriate levels of security Customer deems appropriate, including permitting and revoking access to accounts, types of transactions allowed, and establishing and maintaining transaction dollar limits, in accordance with the applicable procedures established by the Bank, authorized to act on Customer's behalf under the terms of this Agreement. Customer transaction dollar limits are subject to approval by the Bank and Bank reserves the right to modify limits at its discretion. Customer Administrators are responsible for distributing the Credentials to Customer's Authorized Users.

**FOR COMMERCIAL ACCOUNTS ONLY:** The Bank strongly recommends that Customer assign a minimum of two (2) Administrators, and Customer agrees to maintain at least one Customer Administrator at all times, for each service requiring the designation of Customer Administrator(s). Administrators may have the ability to appoint additional Administrators at any time and from time to time, to act on the Customer's behalf. Customer Administrators may also be designated as Authorized Users. Customer shall identify its initial Administrator(s) to the Bank on the Enrollment Form and Customer shall thereafter be responsible for the actions and maintenance of Administrators. From time to time, Customer may request the Bank's assistance in creating, maintaining, and removing Customer Administrators through the execution of a revised Treasury Services Enrollment Form by a duly authorized representative. For services which do not require Customer Administrators, Customer agrees to identify its Authorized Users and their security permissions to the Bank in writing, and Customer shall notify the Bank whenever a person's status as an Authorized User changes by requesting, completing, signing, and submitting an authorization form to the bank.

If Customer requests, based on technical or administrative constraints, that Bank perform Authorized User maintenance for Services requiring Customer Administrators, Bank may do so, provided, however, that Customer hereby acknowledges that Customer and Customer Administrator(s) remain responsible for access to the Bank Services and actions taken by the Administrator(s) with respect to the Services. Bank shall have no liability or responsibility for any such action, absent gross negligence or willful misconduct.

**FOR COMMERCIAL ACCOUNTS ONLY:** For multiple Services, the Bank offers the option for Customer to designate one or more Authorized User(s) to authorize transactions initiated by an Authorized User, before the transaction can be submitted for processing ("Dual Control"). The Bank strongly recommends the use of Dual Control.

Notwithstanding the foregoing, the Bank shall have no obligation to verify that individual(s) initiating Instructions under this Agreement is actually an Administrator or Authorized User, and the Bank shall be entitled to act upon the instructions of any person whom the Bank in good faith believes to be the Customer's Administrator or Authorized User, whether or not the Customer has authorized such instructions. Bank may rely and act on any Instructions Bank receives from anyone utilizing the Credentials. All such Instructions using the Credentials shall be considered as having been given to Bank directly by Customer, and shall have the same authority as Customer's written signature authorizing Bank to comply with Instructions. If Bank complies with the Security Procedures in connection with Instructions, Bank shall be entitled to act on those Instructions and shall not be obligated to verify the content of such Instructions, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any Instructions sent in the name of Customer, whether or not authorized. Bank shall not be obligated to act on an Instruction not transmitted in accordance with the Security Procedures and may refuse to act on any Instruction where Bank reasonably doubts its authorization, authenticity, contents, origination or compliance with the Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions in Instructions by Customer. Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Bank may suspend or cancel Customer Credentials and access to Services if Bank suspects that Customer Credentials are being used in an unauthorized or fraudulent manner or for other reasonable causes as Bank may determine. Notwithstanding the foregoing, Bank has no obligation to detect fraud or breach.

Customer agrees to protect the confidentiality of Customer's Credentials, account and account number, and Customer's personal identification information, such as Customer's driver's license number, social security number, and employer identification number. Customer understands that personal identification information by itself or together with information related to Customer's account, may allow unauthorized access to Customer's account. Passwords selected by Customer should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children, and should be memorized rather than written down. If Customer receives any email, text, or phone call which appears to be from Bank, Customer should not provide any requested information; rather, Customer should contact the Bank immediately at 1-800-279-0007.

Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of the Credentials, and shall immediately notify Bank if the confidentiality or integrity of any Credentials is breached or threatened. Customer shall be solely responsible for the safekeeping of such Credentials and assumes all risk of accidental disclosure or inadvertent use of Credentials by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of Credentials and Customer shall indemnify Bank for any loss relating thereto. Customer acknowledges and agrees that Bank will have no liability to Customer for any unauthorized instructions using Credentials which occurs before Customer has notified Bank of a possible unauthorized use and Bank has had a reasonable opportunity to act on that notice. Customer acknowledges that Bank may have an obligation to report any data breaches to regulatory bodies and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate, and report data breaches.

Customer further agrees to utilize virus protection, a firewall, an anti-spyware program, and other protections reasonably requested by Bank on any devices communicating with Bank systems. Customer agrees to conduct regular anti-virus scans of such devices and install regular updates for these programs. Customer agrees to utilize web browsers with encryption capabilities as specified in the then-current Federal Financial Institutions Examination Council (FFIEC) guidelines. Customer acknowledges that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing online banking, or email transmitted to and from Bank, will not be monitored or read by others. Customer shall not leave Customer's computer unattended or send account information or use online banking in any public or general email system.

## **Severability**

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of said agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **Stop Payment Requests**

The ability to process a check stop payment request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at the number provided below. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. It is important to note, stop payment charges for Online Banking Bill payment paper drafts will be assessed by the provider.

## **Successor and Assigns**

This Agreement shall bind and benefit the parties and their successors and assigns, however, this Agreement may not be assigned by Customer without the prior written consent of the Bank. Without limiting the generality of the forgoing, it is agreed that all obligations under this Agreement shall be binding upon the estate or other transferees of consumer Customer upon his/her death or disability.

## **Survivability**

The obligations of the parties pursuant to this Agreement relating to Indemnification, Proprietary Property, Fees, Security Procedures, and Confidentiality will continue beyond the termination, cancellation or expiration of this Agreement, and shall survive termination, cancellation or expiration of this Agreement.

## **Telephone Transfers**

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

## Term and Termination

Except as otherwise set forth herein, this Agreement and/or any Service may be terminated by any party upon thirty (30) days prior written notice to the other parties. Bank may also terminate or suspend this Agreement, any Service Agreement, and any Service without notice to Customer if any of the following occurs: (i) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (ii) a material adverse change occurs in Customer's financial condition or, with respect to commercial Customers, its business; (iii) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (iv) Customer fails to maintain an account with Bank or fails to maintain balances in accounts sufficient to cover overdrafts, Communications, and charges; (v) Customer violates the terms of this Agreement, the Account Agreement, or any financing arrangement with Bank; (vi) Customer fails to provide financial information reasonably requested by Bank; (vii) Bank determines it is impractical or illegal to provide the Services because of changes in laws, regulations or the Rules; (viii) Bank, in good faith, is unable to satisfy itself that Services have been properly authorized by Customer; (ix) Bank determines that a security breach has occurred as a result of Customer's failure to follow the Security Procedures, in which case Bank also reserves the right to close Customer accounts; (x) Bank determines that the Communications and transmissions provided by Customer do not meet industry and Bank standards; (xi) Bank detects or reasonably suspects any virus or other program, design, or instruction which may be used to access and/or interfere with Bank's technology or other computer systems; (xii) Bank believes Customer has violated any law, regulation or Rule, or caused Bank to violate any Rule; (xiii) Customer has not utilized a Service for a period of six (6) consecutive months; (xiv) Customer exceeds any dollar limit that Bank may establish; or (xv) any Guarantor seeks to revoke the Guaranty, becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind, suffers a material adverse change in its financial condition or, with respect to commercial Customers, its business, or fails to provide financial information reasonably requested by Bank.

A Service may be terminated without terminating this Agreement; however, if this Agreement is terminated all Services shall terminate at the same time, and Bank shall have no obligation to provide any Service. Upon termination of this Agreement, Customer shall return all Information to Bank.

Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination. Any termination will not affect obligations arising prior to termination, such as the obligation to indemnify and pay Bank for the Services.

## Third Party Beneficiaries

No third party shall have any rights or claims against the Bank under this Agreement.

## Time

All references to specific times in this Agreement shall mean Central Standard Time, unless otherwise indicated, and shall account for daylight saving time.

## Unlawful Internet Gambling Notice

Restricted transactions as defined in 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.

## Waiver

Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

## Withdrawals

You acknowledge that American National Bank will not monitor the account for any requirement for multiple signatures, and that multiple signatures are solely for your internal control and are your responsibility to monitor. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. See the Funds Availability Policy disclosure for information about when you can withdraw funds you deposit. We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined in Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## End User Online Agreement

This End User Online Banking Agreement ("Online Banking Agreement") is a contract by and between the American National Bank, a national banking association, and any other affiliate of American National Bank which provides banking services (collectively "Bank"), and Customer that desires to obtain electronic access to Customer's Account(s) maintained at Bank. Customer's electronic access to its Account(s) and use of Online Banking Services constitutes acceptance of the terms and conditions of this Online Banking Agreement. This Online Banking Agreement is incorporated into and forms a part of the Master Treasury Services Agreement (the "Master Agreement") (the Master Agreement is located at [www.american.bank](http://www.american.bank)). This Online Banking Agreement, the Master Agreement, and Account Agreement (collectively the "Agreement") sets forth the terms and conditions under which the Bank will provide, and Customer may electronically access its Accounts and utilize Online Banking Services. In the event of a conflict or discrepancy among these documents the following order of precedence shall apply: (i) the Master Agreement including any agreements relating to Services; (ii) the Fee Schedule, and (iii) the Account Agreement, but only to the extent necessary to address the conflict or discrepancy. Administrators are responsible for ensuring End Users comply with the terms of this Online Banking Agreement.

**Definitions**—Capitalized words used in this Online Banking Agreement shall have the following meaning:

*"Account" or "Accounts"* means the account(s) at Bank that Customer identifies in an Enrollment Form.

*"Banking Day"* means Monday through Friday except banking holidays.

*"Credential"* means a Customer's login ID and password.

*"Customer", "You" and "your"* means the owner of an Account at the Bank and anyone else authorized by the account owner to exercise control over an Account through Online Banking Services.

*"Electronic funds transfers"* means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from the Accounts using Online Banking Services, including bill payments.

*"Enrollment Form"* means the form delivered to Customer herewith which shall be completed and returned by Customer in connection with the Online Banking Services as may be updated or changed from time to time.

*"Online Banking" or "Online Banking Services"* means the services provided pursuant to this Online Banking Agreement and the Master Agreement, including, without limitation, electronic access to designated Accounts, the ability to check balances, view Account statements and histories, transfer funds between Accounts, initiate wire transfers, originate or confirm ACH files, and/or pay bills.

**Access**—To use Online Banking Services, you must have at least one Account at the Bank, access to internet service, a web browser, and an e-mail address. Online Banking Services can be used to access only the Bank Accounts which you have been designated as an account owner, or as an authorized user or administrator pursuant to a Business Bank Resolution from Customer. An authorized user of a commercial Customer can add and delete any of Customer's Accounts or the selected Online Banking Service by completing and delivering to Bank an Online Change form at least five (5) days before obtaining access to the requested service. Customers, using its Credentials, who opened an Account at an American National Bank branch may access such Account(s) at [www.american.bank](http://www.american.bank) through either a desktop or mobile device. Some services or functions available through Online Banking via a web browser may not be accessible via the Bank's Business Mobile Online Banking application. Customer agrees to comply with the Bank's Security Procedures set forth in the Master Agreement, and agrees that upon three (3) unsuccessful attempts to use Customer's Credentials to access an Account or an Online Banking Service, Customer's access will be revoked and Customer must contact their Administrator to have the Credentials reset or to obtain a new temporary password.

**Hours of Access**—You can use Online Banking Services seven days a week, twenty-four hours a day, although some or all Online Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any known extended periods of non-availability on the Online Banking website located at [www.american.bank](http://www.american.bank). Daily Account balance and activity information is generally available as of 9:00 am CST the following Banking Day.

**Security**—*Your Role and the Risk.* You understand the importance of your role in preventing misuse of your accounts through Online Banking Services and you agree to promptly examine your paper/electronic statement for each of the Bank accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Account, may allow unauthorized access to your Account. Your Credentials are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via Online Banking Services is encrypted in an effort to provide transmission security and Online Banking Services utilize identification technology to verify that the sender and receiver of Online Banking Service transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Online Banking Services system is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking Services, or e-mail transmitted to and from us, will not be monitored or read by others.

**Passwords.** For security purposes, you are required to change your password upon your initial login to Online Banking Services. You determine what password you will use and the identity of your password is not communicated to us. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, and date of birth, names of children, and should be memorized rather than written down. You agree to comply with the Security Procedures set forth in the Master Agreement.

**Authorization.** You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three (3) unsuccessful attempts to use your password, your access to Online Banking Services will be revoked. To re-establish your authorization to use Online Banking Services, you must contact your Administrator to have your password reset or to obtain a new temporary password.

**Token Users.** Access to some of the Online Banking Services will require the use of a token system.

If this is required, you agree to and acknowledge the following:

**Parties.** Bottomline Technologies, Inc. ("Bottomline") and a token system provider operate the infrastructure to support the use of VIP Credentials across the VIP Network. The Bank has contracted with Bottomline to have the VIP Credential delivered to you.



*Limited Functionality of VIP Credential.* You understand that a VIP Credential (for example, a hard or virtual token) is intended to help you authenticate yourself to VIP Network participants (for example, participating online merchants, banks and payment providers) and increase the level of security of your web transactions with these entities. The VIP participants will use the VIP Credential to verify – with a higher degree of certainty, albeit not complete security – that you are indeed who you say you are. But, the VIP Credential is not fail proof nor can it be used as a substitute for official proof of your identity.

*Security Risks.* You understand that as there are inherent security risks on the internet, you must carefully consider the degree to which you choose to rely on your VIP Credential.

*Data Privacy.* Bank, Bottomline, token system provider and VIP Network participants will process, share and transmit your personal data through the internet, worldwide, to authenticate you in the context of transactions you conduct with VIP Network participants and for purposes of administering the VIP Network.

*Compliance.* You must use the VIP Credential and any related service only in accordance with the VIP Network Policy and all applicable laws and regulations.

*Accurate Information.* You agree to provide accurate information and to provide all information reasonably requested by the Bank, Bottomline or the token system provider.

*Your Security Obligations.* You will maintain secure possession of the VIP Credential and promptly notify the Bank if you lose possession for any reason (for example, if you lose the hard token which stores the VIP Credential or the device which contains a virtual token). You may not let someone else use your VIP Credential.

*Termination.* The Bank, Bottomline or token system provider may revoke your VIP Credential, each at its own discretion, if you breach this Agreement or if you compromise the security or integrity of the VIP Network.

*Disclaimer.* In light of the limited functionality of the VIP Credentials and VIP Network, BANK, BOTTOMLINE, AND TOKEN SYSTEM PROVIDER DISCLAIM ALL WARRANTIES AND REPRESENTATIONS (VIP CREDENTIALS ARE ISSUED “AS IS”) AND LIMIT THEIR LIABILITY FOR ANY LOSSES OR DAMAGES (WHETHER BASED ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY) RELATED TO YOUR USE OF THE VIP CREDENTIAL TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY MALFUNCTION, DEFICIENCY OR OTHER DISSATISFACTION RELATED TO VIP CREDENTIALS IS A CLAIM AGAINST THE BANK TO ISSUE A REPLACEMENT VIP CREDENTIAL.

*Modification and replacement.* The Bank may, from time to time, modify, supplement or replace the infrastructure, or any components of the infrastructure, or change the operator(s) of the infrastructure, and this Online Banking Agreement shall thereupon remain in full force and effect, and shall apply with respect to the modified, supplemented or replaced infrastructure or changed operators.

**Posting of Transactions**—Transfers initiated through Online Banking Services before 8:00 p.m. CST, on a Banking Day are posted to Customer’s account the same day. Transfers completed after 8:00 p.m., CST, on a Banking Day, Saturday, Sunday or banking holiday, will be posted on the next Banking Day. Earlier cutoff times may apply for holidays and are posted to Customer’s account the same day. Since Online Banking Services identifies transactions based upon Credentials of the authorized user who made the electronic transaction, Customer understands and acknowledges that the screens in both the Transfer and Bill Payer/Bill Payment menu of the Online Banking Services may not reflect transfers made by multiple authorized users from the same account if different Credentials are used. Customer agrees to communicate with all authorized users of the Accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Types of Transfers and Limitations**—Based on the enrolled services, you may make preauthorized arrangements for deposits into or payments from Account(s) enrolled for Online Banking Services. You may also transfer funds between Accounts, make loan payments, obtain Account information, and initiate bill payment services from an equipped cellular device. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Disclosure of Account Information and Transfers**—You understand that information about your Accounts or the transfers that you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when Accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your Account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information in accordance with our Privacy Policy.

**Documentation**—You will not receive a separate Online Banking statement. Transfers to and from your Accounts using Online Banking Services will appear on the respective periodic paper/electronic statements for your Accounts. If you have arranged to have direct deposits made to your Account, you can contact us by any means below to find out whether or not the deposit has been made.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments**—Contact us within 14 days after we sent or made available to you the FIRST statement upon which you think there is an error relating to a bill payment made via the Online Bill Payment Service. Please note the bill payment reference number and contact the Bill Pay (iPay) Tier 1 support at 1-833-211-0274.

**Your Liability for Unauthorized Transfers**—CONTACT US AT ONCE if you believe your Credentials and/or password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

Also, if your paper/electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days for Consumer Customer/Accounts and 14 days for Commercial Customer/Accounts after the statement was made available to you, you may not get back any money you lost through transactions made after the 60 day time period for Consumer Customer/Account and 14 day time period for Commercial Customer/Account if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

**Our Liability for Failure to Make a Transfer**—If we do not complete a transfer to or from your Account, including a bill payment, on time or in the correct amount, according to this Agreement with you when you have properly instructed us to do so, we will be liable to you for certain losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, if any of the following instances exist:

- A. If, through no fault of ours, you do not have enough money in your Account to make a transfer.
- B. If a legal order directs us to prohibit withdrawals from the Account.
- C. If your Account is closed, or if it has been frozen.
- D. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- E. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- F. If any electronic terminal, telecommunication device, or any part of the Online Banking electronic fund transfer system is not working properly, and you knew about the problem when you started the transfer.

- G. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned Account number, payment date, and payment amount for the payee on a bill payment.
- H. If you have not properly followed the on-screen instructions for using Online Banking.
- I. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Communications between the Bank and You**—Our contact information is provided on our website at [www.american.bank](http://www.american.bank)

**Disclaimer of Warranty and Limitation of Liability**—WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT ONLINE BANKING WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL ONLINE BANKING SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT BANK, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING; INCLUDING, LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU IN THE PRECEDING SIX (6) MONTHS FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING. ADDITIONAL LIMITATIONS OF THE BANK'S LIABILITY ARE SET FORTH IN THE MASTER AGREEMENT.

**Right to Terminate**—Your authorized Agent may cancel your Online Banking Services at any time by providing us with written notice by postal mail or fax. Your access to Online Banking Services will be suspended within 3 Banking Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate**—In addition to the terms in the Master Agreement and Account Agreement, you agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

- A. Without prior notice, if you have insufficient funds in any of your Accounts. Online Banking Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- B. Upon 3 Banking Days' notice, if you do not contact us to designate a new primary Account immediately after you close your primary Account.
- C. Upon reasonable notice, for any other reason in our sole discretion.

**Right to Bring Civil Action (Minnesota Consumer Customers Only)**—You may bring a civil action against any person violating any provision of Minnesota Statute Section 47.69 governing consumer privacy and unauthorized withdrawals. If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

**Consent to Electronic Delivery of Notices**—You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank Online Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**Miscellaneous**—This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. However, all other agreements you may have with the Bank, for instance a loan agreement, continue to apply notwithstanding anything to the contrary in this Agreement.

## Remote Deposit Capture and Mobile Deposit Capture

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which the Customer will use bank-approved technology to image (“capture”) the front and back of checks, using a check scanner (“Remote Deposit Capture”), or a camera-enabled mobile device (“Mobile Deposit Capture”), and electronically transmit the captured images of the check drawn on Financial Institutions based in the United States and Canada, with MICR data and/or ACH data to Bank for posting and clearing (“Service”).

**1. Requirements.** In order to utilize the Service, Customer may utilize (a) the web-based service provided by Bank or (b) third party software sourced from an approved software provider. Bank's approval of software and a software provider is subject to modification and revocation by Bank at any time; and, Bank may refuse to provide the Service for any reason relating to software matters. If Customer uses the Services provided by Bank, Customer agrees to utilize workstations, scanners, and/or camera-enabled mobile devices meeting the minimum Bank requirements, and the physical restrictive endorsement “FOR MOBILE DEPOSIT ONLY” for any items captured and transmitted by Bank’s Mobile Deposit Capture and Customer’s signature. If the Customer uses third-party software approved by Bank, Customer agrees to meet the software and image quality requirements, and acknowledges and agrees to the terms contained in section 10. Customer agrees that all images shall also meet standards established by any regulatory boards, agencies, and any clearing houses and Association used by Bank or any requirements the Bank is obligated to observe. Customer further agrees that the Remote Deposit Capture and Mobile Capture hardware and devices used in connection with the Service must be approved by the Bank. Customer acknowledges that the Service is merely a method of deposit and collection service, and agrees that this Agreement shall not limit any of Customer's obligations under the Account Agreement. Customer acknowledges that Bank may change the hardware, software, image quality, and check image requirements from time to time. In order to utilize the Service, Customer must submit to Bank a completed Enrollment Form.

**2. Acceptance and Processing.** A captured image sent using the Service will be received and accepted by Bank when all of the following have occurred: (a) Bank has preliminarily verified that the above requirements of the item are acceptable to Bank in its discretion, all item information is complete, and the deposit totals are balanced to the item information provided for the deposit; (b) Bank has successfully performed all further validation routines with respect to the deposit; (c) the daily dollar limit for individual items or the total deposit has not been exceeded; and (d) Bank has received the item during a Banking Day prior to any established deadlines. Items received after the specified cutoff for a given Banking Day will be treated as received on the next Banking Day. Once a captured image is sent to the Bank using the Service, the item shall be subject to Bank's verification and final inspection. Bank may reject a submitted item in its sole discretion without liability. Bank shall use commercially reasonable efforts to process and present items for payment within a reasonable period of time from when an item is accepted using the Service.

**3. Unavailability of Service.** In the event that Bank is unable to provide the Service, Customer acknowledges that it may instead deposit directly with Bank any original check for processing provided such item has not been previously captured and electronically transmitted for posting and clearing.

**4. Remittance Processing.** A remittance is any non-check captured image sent to Bank and includes any text or numerical information scanned from a document which needs to be in a specific location. Remittances submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in remittance design are subject to prior testing and approval by Bank. Bank reserves the right to refuse to process remittances that do not meet its specifications. All changes in remittance design or content are subject to prior testing and approval by Bank at least two (2) weeks prior to implementation.

**5. Representations and Warranties.** Customer hereby makes the following representations and warranties with respect to each item submitted in connection with the Service: (a) the imaged item submitted to Bank accurately represents all of the information on the front and back of the check as of the time Customer converted the item to a captured image and is eligible for the Service; (b) the item submitted using the Service contains all endorsements applied by parties that previously handled the item; (c) any required restrictive endorsements shall be printed legibly, and include Customer's signature and account number, and as otherwise instructed by the bank (d) there will be no duplicate presentment of the item in any form, and Customer assumes responsibility and liability for any such duplicate presentment; (d) Customer has or will comply with all image quality standards and procedures and processes established by Bank or required by any federal or state agency, board, and any clearing house or association used by Bank; (e) Customer shall fully train its own employees at use the Service regarding all procedures and processes related thereto; (f) Customer shall provide any information or documentation requested by Bank in connection with the Service, allow inspection of its facilities by Bank employees or agents, and execute any additional documents reasonably requested in connection with the Service as requested by Bank; and (g) Customer shall maintain all equipment and software used in connection with the Service in good condition, install all updates promptly and accurately, and maintain any necessary internet connection necessary for the Service.

**6. Recordings and Records.** Customer shall retain each check which has been converted to a digital image in a safe and secure environment for such time as Customer deems necessary and advisable, but in no event fewer than seventy five (75) days after such check has been digitized and processed. Customer will promptly (but in any event within five (5) Banking Days) provide any retained check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check or imaged item. Customer will use a commercially reasonable method approved by Bank to destroy checks after Customer's retention period has expired.

**7. Account Reconciliation.** Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on the periodic statement relating to captured images submitted through the Service. If Customer fails to notify Bank of any discrepancy within fourteen (14) days of Customer's receipt of the periodic statement containing such information, Customer agrees that Bank shall not be liable for any losses resulting from Customer's failure to give such notice, or any loss of interest or any interest equivalent with respect to such item shown on the periodic statement, and Customer shall be precluded from asserting such discrepancy against Bank.

**8. Limits.** Bank may, at any time, establish daily dollar limits applicable to items submitted to Bank using the Service; and, any such limits may be increased or decreased from time to time by Bank.

**9. Safeguards.** Customer acknowledges and understands that certain risks are inherent in the remote deposit procedures, including without limitation, risk of fraudulent conduct. Accordingly, Customer shall take all precautions as may be reasonably necessary to avoid risk of loss due to fraud or other unauthorized conduct.

**10. Requirements When Scanning Checks Using Third-Party Software Approved by Bank.**

Software Requirements:

Third-party software used in connection with the Service must be approved by the Bank and must include and utilize the following: (a) Duplicate detection; (b) MICR read; and (c) features to prevent Customer from modifying or altering the MICR line.

#### Image Requirements:

The Image Requirements must meet the following: (a) for items drawn on Financial Institutions located in the United States, federal standard x9.37 specifications; for items drawn on Financial Institutions located in Canada, any bylaw, rule, or standard made under the Canadian Payment Act, (b) all image quality standards under applicable laws and regulations, and (c) be properly endorsed.

## ACH Origination

This Service Agreement as part of the Master Treasury Services Agreement sets forth the additional terms and conditions under which the commercial Customer will use Automated Clearing House ("ACH") Services to initiate electronic credit and debit Entries ("Service") for which the Bank will serve as the Originating Depository Financial Institution ("ODFI").

**1. Definitions.** The term "Entry" or "Entries" shall mean the data received from Customer which Bank initiates.

**2. Rules.** Customer agrees to strictly comply with all Rules of the National Automated Clearing House Association and the Bank's procedures relating to the Service

**3. Transmittal of Entries by Customer.** In order to utilize the Service, Customer shall transmit credit and debit Entries to Bank in compliance with the formatting and other requirements as set forth in the Treasury Services Enrollment Form. Customer shall complete any requested additional documentation prior to commencement of the Service. Customer agrees that its ability to originate Entries under this Agreement is subject to exposure limits in accordance with the Rules and as set forth in an Enrollment Form. Although Customer may request limits on the Enrollment Form, the Bank reserves the right to restrict and modify such limits. The Bank may impose such limits as Bank deems reasonable or appropriate. The transactions initiated by the Customer shall be limited to specific Standard Entry Class (SEC) Codes. These SEC codes will be identified on the Enrollment Form, and may include PPD, CCD, and CTX, but under no circumstances may the SEC codes contain IAT entries. Unless waived by Bank in a particular instance or an alternative method is agreed by Bank and Customer, Customer shall provide to Bank a completed Enrollment Form to each and every Entry.

**4. Processing, Transmittal and Settlement by Bank.**

**4.1** Except as otherwise provided herein, Bank shall (a) process Entries received from Customer to conform with the requirements of this Agreement or the file specifications set forth in the Rules, (b) transmit such Entries as an ODFI to the ACH Operator, and (c) settle for such Entries as provided in the Rules.

**4.2** Bank shall exercise all reasonable efforts to transmit such Entries to the ACH Operator by the ACH Operator's deadline at least one (1) Banking Day prior to the Effective Entry Date shown in such Entries, provided (a) such Entries are received by the Bank on a Banking Day and prior to the related cut-off time set forth on the Enrollment Form, (b) the Effective Entry Date is at least one (1) day after receipt of the Entry, and (c) the ACH Operator is open for business on such Banking Day. For purposes of this Agreement, Entries shall be deemed received by Bank when the Entries are transmitted in compliance with Security Procedures in this Agreement. If any of the requirements of this clause are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator. Bank may transmit the electronic credit and/or debit Entries by electronic communication or by such means Bank deems appropriate to convey Entries.

**5. On-Us Entries.** Except as provided otherwise herein, if the Bank receives a credit or debit Entry for an account maintained with Bank (an "On-Us Entry"), Bank shall credit or debit 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 clauses (a) and (b) of Section 4.2 are met. If either of the requirements are not met, Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Banking Day following such Effective Entry Date.

**6. Rejection of Entries.** Bank may reject any Entry that (a) does not comply with the requirements of this Agreement, (b) does not comply with Security Procedures as denoted in this Agreement, (c) contains an Effective Entry Date more than fourteen (14) days after the Banking Day such Entry is received by Bank, (d) may be returned under the Rules, (e) does not comply with any limits imposed by Bank, or (f) for reasonable cause. Bank shall notify Customer by phone of such rejection no later than the Banking 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. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein.

**7. Cancellation or Amendment by Customer.** Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the Security Procedures, 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 or debiting the Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

**8. Notice of Returned Entries and Notifications of Change.** Bank shall send Customer, by first class mail, notice of the receipt of a returned entry from the ACH Operator no later than one (1) Banking Day after the Banking Day of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 3, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry. Customer shall notify the Originator by phone or electronic transmission of receipt of each return entry no later than one (1) Banking Day after the Banking Day of receiving such notification from the ODFI. Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Banking Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Originator within six (6) Banking Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

**9. Payment by Customer for Entries; Payment by ODFI for Entries.**

**9.1** Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement on the date of Bank's transmission to the ACH Operator. Bank is not obligated to process any electronic credit Entry unless the Sender Account contains a collected funds balance on the transmission date sufficient to pay all electronic credit Entries submitted by Customer. If Bank should elect to process any electronic credit Entry for which it has not received final settlement, the amount of such Entry, at the option of Bank, shall therefore become immediately due and payable by Customer to Bank, and Bank shall have the right to charge the amount thereof to the Customer or claim a refund from Customer.

**9.2** Customer shall promptly pay Bank the amount of each debit Entry returned by an Receiving Depository Financial Institution ("RDFI") that was transmitted by Bank pursuant to this Agreement.

**9.3** Bank shall pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Agreement within one (1) day of the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time within one (1) day of the Effective Entry Date with respect to such Entry as Bank, in its discretion, may determine.

**9.4** Bank shall promptly pay Customer the amount of each credit Entry returned by a RDFI that was transmitted by Bank pursuant to this Agreement.



**10. The Account.** Customer will maintain a demand deposit account (hereinafter the "Account") with Bank to which Bank will credit amounts received in collection of electronic debit Entries. All such credits are provisional, and Bank may charge the Account, as well as any other account of Customer with Bank, for the amount of a returned or rejected electronic debit Entry. Customer authorizes Bank to debit the Account on the day the returned or rejected electronic debit Entry is received by Bank or thereafter. Customer warrants that it shall maintain a sufficient balance in the Account to cover returned or rejected electronic debit Entry, which for any reason cannot, in whole or in part, be debited against the Sender Account. Bank may require Customer to maintain a minimum balance sufficient to cover returned or rejected electronic Entries. Customer shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account(s) of Customer.

**11. Account Reconciliation.** Entries transmitted by Bank which are credited or debited to a Receiver's account will be reflected on Customer's periodic statement issued by Bank with respect to the Account pursuant to the Online Banking Agreement and Account Agreement between Bank and Customer. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on the periodic statement. If Customer fails to notify Bank of any discrepancy within fourteen (14) days of the periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within fourteen (14) days of periodic statement being made available, Customer shall be precluded from asserting such discrepancy against Bank.

**12. Customer Representations and Warranties.** With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and 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 or debiting 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 or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries set forth herein, and (e) Customer shall be bound by and comply with all the provision of the Rules including, without limitation, making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

**13. Bank Responsibilities; Liability; Limitations on Liability; Indemnity.**

**13.1** In the performance of the Services required by this Agreement, Bank 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. 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 those services. Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Entry received from Customer) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. In addition to the terms of this Agreement, Customer agrees to indemnify, defend, and hold harmless Bank against any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of (a) Customer's acts or omissions, and (b) any claim of any person that the Bank is responsible for any act or omission of Customer or any other person as described in this Section.



**13.2** If Bank becomes liable to Customer in accordance with this Agreement, Bank shall be liable only for Customer's actual direct damages due to claims arising solely from Bank's obligations to Customer with respect to Entries transmitted pursuant to this Agreement. In no event shall Bank be liable for any consequential, special, incidental, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank 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 Bank's acts or omissions pursuant to this Agreement.

**13.3** 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 present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

**13.4** Subject to the foregoing limitations, 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.

**14. Inconsistency of Name and Account Number.** Customer acknowledges and agrees that, if any Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Customer, 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 circumstance.

**15. Data Retention.** Customer shall retain data on file adequate to permit remaking of Entries for thirty (30) calendar days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization, in accordance with the Rules.

**16. Evidence of Authorization.** Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

**17. Termination, Suspension, and Audit of Customer.** Customer may terminate this Service at any time. Such termination shall be effective on the third (3<sup>rd</sup>) Banking Day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Service immediately upon providing written notice of such termination to Customer if contemplated by banking regulations, for fraud or unauthorized transmissions, or upon ten (10) calendar days' written notice to Customer for any other reason. If Customer breaches the Rules, or causes the Bank to breach the Rules, this Service may be terminated or suspended by the Bank upon five (5) calendar days' notice. The Bank reserves the right to audit the compliance of the Customer with the Rules and this Agreement. Any termination of this Service shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to Services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

**18. Notice of Receipt of Entry.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you in receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

**19. Notice of Receipt of Entry.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you in receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

**20. Choice of Law.** ACH Agreements will be governed by and construed in accordance with the laws of the state of Nebraska. ANB may accept payments to customer accounts, which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act and the customer's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Nebraska, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

**21. Prenotifications.** Customer shall indemnify Bank for all Entries it originates that contain incorrect information. Customer agrees that if it chooses not to send prenotification entries, Customer is responsible for Entries that are misrouted to incorrect accounts and shall indemnify Bank for any costs, expenses, or losses resulting therefrom.

**22. Encryption.** Customer and Bank agree that all ACH transactions that involve the exchange or transmission of banking information (which includes, but is not limited to, an Entry, entry data, a routing number, an account number, and PIN or other identification symbol) via an unsecured electronics network, shall be either encrypted using a commercially reasonable security technology that complies with current applicable regulatory guidelines, or transmitted via a secure session that utilizes a commercially reasonable security technology that complies with current applicable regulatory guidelines.

**23. Acknowledgement Entries.** Customer and Bank agree that ACH acknowledgments may not be requested by Customer of a RDFI. Customer acknowledges that if Bank requests an acknowledgment, receipt of an acknowledgment remains subject to the RDFI's agreement to provide acknowledgements, and the Bank shall have no liability arising from or related to any such request.

## Wire Transfers

This Service Agreement as part of the Master Treasury Services Agreement sets forth the additional terms and conditions under which Bank is authorized to honor, execute and charge Customer's accounts at the Bank based upon Customer's Payment Orders ("Service").

**1. Definitions.** The term "Payment Orders" means a Customer's request or order for the transfer of funds from its accounts at Bank, including amendments and cancellations thereof, which are accepted by Bank in compliance with the Security Procedures and the Authentication Procedures set forth in the Enrollment Form. Customer shall complete all documentation required by Bank prior to commencement of the Service.

**2. Account and Authorization.** Subject to the Authentication Procedures, if no account is specified, any account that Customer maintains with the Bank may be charged for the accepted Payment Order and Bank is authorized to transfer funds from Customer's account(s) with Bank to any other account(s) of either the Customer or a third party as identified by Customer whether such account(s) is with the Bank or another financial institution.

### **3. Authentication Procedures.**

**3.1.** All Payment Orders must be issued in accordance with the Authentication Procedures identified in the Enrollment Form. Customer acknowledges that it has been given a choice of Authentication Procedures, has had an opportunity to select an Authentication Procedure, and has voluntarily and freely selected the marked Authentication Procedures identified on the Enrollment Form.

**3.2.** Use of a PIN by any person other than an identified Authorized Representative on the Enrollment Form shall raise a presumption that Customer's security has been breached. Until new PINs are issued, the Bank shall have the right to require that all Payment Orders be made at the Bank. PINs may be changed by Bank from time to time. However, any Payment Order issued in compliance with the Authentication Procedures and accepted by Bank shall be effective as the Customer's Payment Order, and Customer agrees to be bound by the same whether or not authorized.

**3.3.** Customer agrees to preserve the confidentiality of the Authentication Procedures. If Customer chooses to utilize Bank's Business Online Banking Service to initiate the Service, all rules and Security Procedures associated with the Business Online Banking Service also apply to Payment Order processing.

**4. Additions, Changes, Deletions to Payment Orders.** It is expressly understood and agreed all Payment Orders shall be subject to the restrictions set forth in an Enrollment Form. All additions, changes, and deletions to the Enrollment Form by Customer shall require that: (a) such additions, changes, or deletions are received by Bank in writing; and (b) Bank delivers to Customer written acceptance of such additions, changes, or deletions. Additions, changes, or deletions not satisfying both of the foregoing conditions shall not be effective or binding on Bank. Bank shall have a reasonable opportunity to review and implement or give Customer notice of rejection of any such additions, changes, or deletions.

**5. Acceptance And Rejection Of Payment Orders.** The Bank will give Customer written notice of each Payment Order accepted and executed by it pursuant to this Agreement. Bank reserves the right to reject any Payment Order submitted for any reason, and agrees to give Customer prompt telephonic notice of any such rejection. If Bank's accepts a Payment Order that exceeds Customer's available funds, the Customer shall be liable for the amount so transferred and shall immediately reimburse Bank.

**6. Execution of Payment Orders.** Bank may use, in the execution of Payment Orders, whatever means it deems reasonable under the circumstances including, but not limited to, selection of a funds transfer system, routing, and means of transmission. Customer agrees that Bank has authorization, but no obligations except as outlined in the Enrollment Form, to confirm by telephone any Payment Orders. If Bank reads back any Payment Order to an Authorized Representative, the terms that are read back shall be deemed the controlling terms of the Payment Order unless corrected by the Authorized Representative at such time.

**7. Repetitive Payment Orders.** Bank agrees to transfer funds on a repetitive basis to other Customer accounts or third party accounts as identified on Customer's completed Enrollment Form, based on Customer's Payment Orders received in writing and accepted by Bank. Transfers will be considered repetitive if they are made on a regular basis to a given account at either Bank or at another bank. The Authentication Procedure identified on the Enrollment Form applies with regard to repetitive Payment Orders. In addition, Bank shall assign to Customer a repetitive code and will notify Customer in writing of this repetitive code and any operating procedures necessary to affect such repetitive Payment Orders.

**8. Interest.** In the event Bank is required by applicable law to pay interest with respect to any Payment Order issued to it, the amount of interest shall be calculated for each day that interest is due by using the Bank's Federal Funds rate for such day (or, if no rate is available for such day, the rate for the preceding day), divided by 365; provided, however, that the total interest payable shall be reduced by a percentage equal to the reserve requirement on deposits of the Bank.

**9. Customer's Review and Reporting Requirements.** Notices may be posted by U. S. mail, email, digital, or other electronic means on the Banking Day following the date of acceptance. Customer agrees to review such notices within a reasonable time after receipt (which Customer agrees will normally be by the close of business on the day of receipt, and never longer than fourteen (14) days after receipt), and to give Bank immediate telephonic notice, thereafter confirmed in writing, of any unauthorized, erroneous or improperly executed Payment Order.

## **Positive Pay**

This Service Agreement as part of the Master Treasury Services Agreement sets forth the additional terms and conditions under which the commercial Customer shall provide Bank with check information for checks it issues on identified accounts which Bank shall use to compare with checks submitted for payment in order to assist with the identification of fraudulent items ("Service").

**1. Requirements.** In order to utilize the Service, Customer must: (a) identify the commercial accounts at Bank for which it will use the Service; (b) be a subscriber to the Bank's Business Online Banking Service; and (c) submit to Bank a completed Enrollment Form.

### **2. Issued Check Records.**

**2.1** Once the requirement of Section 1 have been met, Customer shall submit records of all issued checks ("Issued Check Records") to the Bank on every Banking Day that it issues checks. Issued Check Records, in the form required by Bank, shall be submitted by Customer to Bank using Bank's online system and shall utilize one of the following methods: (a) file import; or (b) item entry.

**2.2** Customer shall comply with the Security Procedures and any procedures set forth in the Enrollment Form.

**2.3** The Issued Check Records shall accurately state the check number, date, and the exact dollar amount of each check drawn on each identified account since the last Issued Check Records were submitted.

**2.4** In the event the Issued Check Records cannot be received or accessed by the Bank, or the Bank cannot process the Issued Check Records, such information shall be considered as not received, even if the Bank has possession of the information.

**5. Payment of Presented Items and Reporting of Exception Items.** On Banking Days, Bank shall compare the check number and amount of each Customer issued check presented for payment against each Issued Check Record received by the Bank. The Bank may pay and charge to the identified account each presented Check that matches the check number and the amount shown for such check in any Issued Check Record. Notwithstanding the foregoing, Bank may decline to pay any check presented in its reasonable discretion even if it matches the Issued Check Record, in which event such check shall be paid only upon approval of Bank. Presented checks which do not match the Issued Check Record information will be considered exceptions ("Exception Items"). In addition, Exception Items shall include, without limitation, the following: (a) checks that were previously presented to Bank or are duplicates (b) checks which match an Issued Check Record but are timely marked with a "Void" by Customer prior to the check being presented; and (c) checks which match an Issued Check Record but have an "Issue Elapsed Days" exceeding the Customer established number (which may not exceed 180), or exceed the Bank's established number of 180. "Issue Elapsed Days" is the number or calendar days counted from the Issued Check Record date to the date of check presentment.

**6. Pay Request/Return Request.** Bank shall provide Customer with the ability to review each Exception Item upon presentment by viewing images of the Exception Items during the times set forth on the Enrollment Form. Customer may review the Exception Items utilizing Bank's online system and may either electronically communicate Pay Requests ("Pay") or Return Requests ("Return") for all Exception Items. Exception Items for which Customer does not send a Pay Request by the deadlines in the Enrollment Form shall be deemed a Return Request unless Customer has elected the "Pay" Default Decision as provided herein.

**7. Default Decision.** For each account utilizing this Service, Customer shall elect a continuing default decision classification for all Exception Items, on the Enrollment Form. The default classification choices shall be: (a) Pay all Exception Items if Customer has not issued a Return Request by the deadline in the Enrollment Form; or (b) Return all Exception Items if Customer has not issued a Pay Request by the deadline in Enrollment Form. Customer's elections shall be a "Default Decision". Notwithstanding the foregoing, a Default Direction does not apply to checks presented in person at Bank's branches for payment. If the comparison between the presented check and the Issued Check Record results in an Exception Item as defined herein, the check will not be accepted for payment by Bank.

**8. Indemnification for Default Decision.** Upon Customer's election of a Default Decision, Customer agrees that it shall be solely liable for all payments made or items disapproved, waives any and all claims against the Bank, and agrees to indemnify, defend, and hold Bank harmless against any claims, causes of action, liability, losses, costs or expenses that Bank incurs in connection with its actions in accordance with the Default Decision.

**9. Not Covered.** This Agreement and the Service does not cover a check if the Bank has already cashed, negotiated, paid, or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items. In addition, this Agreement and the Service does not stop the payment of checks that have been converted to ACH entries. The Customer is solely responsible for assuring that checks meet the requirements to use the Service. In the event that any checks are converted to an ACH item, Bank shall have no liability to Customer with regard to the check or the ACH, and Customer shall indemnify, defend, and hold Bank harmless against any liability, damages, claims, costs or expenses incurred by Bank relating to such check or ACH item.

## **ACH Filters**

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which the commercial Customer will use Automated Clearing House ("ACH") Filter Services to filter/block electronic debit Entries involving Customer's accounts ("Service").

**1. Filter Options and Requirements.** Commercial Customer may utilize the Service to provide written standing instructions to Bank, in a form acceptable to Bank, to either:

**(A)** Block all Entries of the type selected by Customer that affect Customer's identified accounts, or

**(B)** Block all Entries except those Entries specified by Customer as denoted in the Enrollment Form received by Bank from time to time.

Customer's instructions relating to the Service shall be binding on Bank if they are received in such time as to provide Bank a reasonable opportunity to act thereon in the ordinary course of business.

**2. Identification/Account Number.** Customer agrees that Bank shall be entitled to rely exclusively on the Identification/Account Number provided in Customer's written instructions in implementing any Service, and Customer understands that any error made by Customer in furnishing such identification/Account number will render the Service ineffective and that Bank has no liability in connection therewith.

**3. Rules.** Bank may refuse to perform the Service if it is contrary in any way to the Rules of the National Automated Clearing House Association . Bank may also pay any Entries, reversals or adjustments which Bank is required to accept under the Rules, operating circulars, or any other applicable rule, guideline or regulation. Customer agrees to comply with the Rules.

**4. Limitation of Liability and Indemnification.** Bank will not be liable for any claims of third parties as a result of returning or paying items based on Customer's instructions herein. Customer agrees to indemnify, defend and hold Bank harmless against any loss, liability, costs, or claims relating to or arising out of Bank's compliance with Customer's instruction under Section 1 of this Agreement section.

## Lockbox

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which the commercial Customer will use lockbox services ("Service").

**1. Procedures.** Bank may develop and use lockbox processing procedures ("Procedures") in connection with the Service. Commercial Customer consents to the use of such Procedures and agrees to comply with any requirements therein. Bank shall provide the Service in accordance with the Procedures and Enrollment Form received from Customer and agreed to by Bank. Bank's substantial compliance with the Procedures shall be deemed to constitute the exercise of due care; provided, however, that occasional unintentional deviations by the Bank from the Procedures shall not be deemed a failure to exercise due care in respect of the transaction in which the deviations occurred.

**2. Commencement of Service.** The Service will start on the date separately agreed to by Bank and Customer provided the following events have occurred before such date: (a) Customer has either contracted with the U.S. Postal Service for a Post Office box at the Main (Downtown) Omaha, Nebraska Post Office or the Council Bluffs, IA Main Post Office, has a Bank owned Post Office Box, or otherwise owns/leases a Post Office box ("Box"), and has communicated the Box information to Bank; (b) Customer has an open demand deposit account at Bank for deposits and the account is in good standing; (c) Customer has designated to Bank in writing the processing instructions for the Service, a copy of which has been provided to Customer; and (d) Customer has provided Bank with such other information and documents as Bank requests to enable Bank to commence and operate the Service for Customer and to enable Bank to comply with its other obligations under this Agreement.

**3. Payment Direction.** Customer will direct its customers to mail payment remittances to the Box. Customer agrees to instruct its customers and other obligors not to send cash to the Box.

**4. Access and Endorsement.** Customer authorizes Bank to pick up mail at the Box, to have custody of the keys or combinations and unrestricted and exclusive access to such Box, and to collect the mail therein to be processed by Bank as agreed herein. Customer authorizes the Bank to endorse all remittances received at the Box as follows: "Credited to the account of the within named payee in accordance with payee's instructions. Absence of endorsement guaranteed. American National Bank Omaha Nebraska 68114". Bank is further authorized to supply any additional endorsement necessary to any remittance returned by the drawee bank for the reason that the payee's personal endorsement is required.

**5. Processing Lockbox Mail.** Each Banking Day Bank or its subcontractor will pick up at, and transport from, the Box to the processing site or sites designated by Bank the remittances and other enclosed documents. Except as otherwise specifically provided in the Enrollment Form, Bank will open the mail items, disregarding all notations and other marks on the envelopes, and will process, endorse, and deposit the remittances into the designated depository account in accordance with the Procedures. All exceptions (as determined in the Enrollment Form) will be forwarded by Bank to Customer. All other items received at the Box will be sent, or made available, to Customer as directed by Customer pursuant to the Enrollment Form.

**6. Practices.** The Bank's practices relating to the Service shall include the following: (a) Bank will use best effort to examine check dates so that checks which are postdated three (3) or more days after the date they are collected from the Box, postdated checks that in Bank's opinion would not be paid on presentation, and checks dated six (6) months or more prior to the date they are collected from the Box will not be deposited and will be forwarded to Customer; (b) Bank will process the checks according to the numeric amount shown; however, if the numeric amount is unclear or ambiguous in Bank's sole discretion, Bank will process the Check according to the written legal amount; (c) in the absence of a signature, Bank may process a check; (d) Bank will disregard any notation on a check containing "paid in full" or other restrictive notations, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon; (e) Bank will use best efforts to not process and to return to Customer certain checks drawn on foreign banks or payable in a currency other than United States Dollars; (f) Bank will electronically image all checks and may electronically image authorizations, remittance statements, and correspondence received in the Box and will retain electronic document images for a period of thirteen (13) months after processing. Customer agrees that the original items will be destroyed by Bank six (6) months after they are imaged, unless otherwise agreed by the parties in writing, and Bank shall have no liability for destruction of the same.

**7. Remittance Processing.** Remittances submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in remittance design are subject to prior testing and approval by Bank. Bank reserves the right to refuse to process remittances that do not meet its specifications. All changes in remittance design or content are subject to prior testing and approval by Bank at least two (2) weeks prior to implementation.

**8. Transmission of Information.** Bank shall capture, format and securely transmit or make available for secure downloading the remittance data to Customer in accordance with the Enrollment Form, subject to applicable laws. Customer acknowledges that the information may include consumer information that is confidential and may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer further acknowledges that it and Bank have a duty to protect the information, and Customer consents to and agrees that Bank's secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the information using other delivery means including paper reports, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are susceptible to risk and agrees that Bank shall not be liable for any obligations, liability or losses that results from the non-receipt, disclosure, dissemination, alteration or unauthorized access of the information. Documents Customer elects to have delivered by such means will incur additional fees.

**9. Ownership.** Unless otherwise agreed, while Customer receives the Services, all collected funds held in the account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then-current funds availability policy.

**10. Limitation of Liability.** In addition to other limitations set forth in this Agreement, Bank shall not be liable for losses suffered by Customer if anything other than payment instruments and checks are sent to the Box.

**11. Indemnification.** In addition to the terms of this Agreement, Customer shall indemnify, defend and hold harmless Bank from and against any and all liabilities, damages, losses, costs and expenses (including attorney's fees) that Bank may incur as a result of depositing and/or endorsing on Customer's behalf any remittances received at the Box and transmitting the information pursuant to Section 8.

**12. Representation.** Customer represents and warrants to Bank that it is currently, and will throughout the term of this Agreement operate in compliance with all applicable laws, rules and regulations, including without limitation, the regulations promulgated on behalf of the Payment Card Industry ("PCI"). Customer further agrees to (a) comply with all laws and regulations relating to the receipt and maintenance of information, and (b) comply with all Bank procedures, including without limitation, procedures regarding receipt of documents or imaged documents.



**13. Termination/Breach.** Upon termination of this Service or breach of the terms hereof, Bank shall not thereafter provide the Service.

## **Zero Balance Account**

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which the Customer authorizes the Bank to automatically transfer available funds between a funding Account (the “Master Account”) and other Account(s) (each a “Zero Balance Account” and, collectively, the “Zero Balance Accounts”) to cover debits presented against the Zero Balance Accounts (“Service”).

1. Customer must identify the Master Account and one or more Zero Balance Accounts on the Enrollment Form. A Master Account may be linked to multiple Zero Balance Accounts based on criteria established by the Bank from time to time and may also be a Zero Balance Account if it is linked to another Master Account on the Enrollment Form. The Service shall terminate immediately upon the closing of the Master Account. In addition, either Customer or Bank may terminate this Service by written notice to the other.

2. Customer authorizes Bank, at the end of each Banking day, to make appropriate debit and credit entries in the Master Account and any linked Zero Balance Accounts to reflect a net transfer of available funds from the Master Account to each linked Zero Balance Account such that each Zero Balance Account will have at the end of each Banking day a ledger balance equal either to zero or, if applicable, to the target balance identified by you on the applicable Enrollment Form.

3. Customer agrees to maintain sufficient available funds at all times in each Master Account to cover all net debits and credits (and any target ledger balances) in all Zero Balance Accounts linked to the Master Account as well as any debits (net of credits) presented for payment from the Master Account. Bank shall not be required to post debits in a Zero Balance Account unless there are sufficient funds on deposit in the Master Account to which the Zero Balance Account is linked at the time the debits are presented to Bank for payment. The Bank may, without incurring any liability to Customer or any third party, refuse to process a debit for payment if there are insufficient available funds in the Master Account to pay such debit or if Bank reasonably believes that at the end of the Banking day there will not be sufficient available funds in the Master Account to pay such debit. If there are insufficient available funds in the Master Account to cover the net debits and credits in all Zero Balance Accounts linked to the Master Account, appropriate debit and credit entries will be made in the Master Account and all of the linked Zero Balance Accounts to bring the ledger balances in the Zero Balance Accounts at the end of the Banking day equal to zero or to the target balance, if applicable, and a negative, overdraft balance in the Master Account. Customer agrees to pay any overdraft balance in the Master Account in accordance with the applicable Account Agreement and Online Banking Agreement.

## Loan Sweep Account

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which the Customer authorizes the Bank to automatically make advances from Customer's Business Line of Credit Account (the "LOC Account") in order to maintain a target balance (the "Target Balance") in a linked Account (a "Sweep Account") and to automatically transfer funds from the Sweep Account in excess of the target balance to pay amounts due from Customer to the Bank in connection with the LOC Account ("Service").

1. Customer must identify the LOC Account, the Sweep Account, and the Target Balance on the Enrollment Form. In the event of a conflict between the agreement between Customer and the Bank with respect to the LOC Account (the "LOC Agreement"), and this Agreement, then this Agreement shall govern. The Service shall terminate immediately upon the closing of the LOC Account or the Sweep Account.

2. Customer authorizes Bank to make an advance from the LOC Account to the Sweep Account at the end of each Banking day in an amount equal to the amount by which the Target Balance exceeds the balance of available funds in the Sweep Account, including any amount by which the Sweep Account is overdrawn at the end of the Banking day. For purposes of this Service, the Target Balance shall be deemed to exceed the balance of available funds in the Sweep Account at the end of a Banking day if the Bank determines that the payment of all debits presented for payment from the Sweep Account net of all credits to the Sweep Account will result in a balance of available funds that is less than the Target Balance. The Bank shall not be required under any circumstances to advance funds from the LOC Account in excess of the then unused portion of the credit limit established by the LOC Agreement, if Customer is then in default under the terms of the LOC Agreement, or if the Bank has suspended advances from the LOC Account in accordance with the terms of the LOC Agreement, but may do so in its sole discretion. If there is not sufficient availability in the LOC Account to pay all checks presented for payment against the Sweep Account, checks will be paid in the order determined by the Bank and the Bank may in its sole discretion pay or return unpaid any checks which, if paid, would cause the outstanding balance in the LOC Account to exceed Customer's credit limit.

3. Customer authorizes the Bank to transfer funds from the Sweep Account to the LOC Account at the end of each Banking day in an amount equal to the amount by which the balance of available funds in the Sweep Account exceeds the Target Balance. The funds so transferred shall be applied first to any minimum payment then due and payable under the terms of the LOC Agreement, then to any fees and charges due thereunder and finally to the outstanding balance of the LOC Account.

## Insured Sweep Account

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which Customer appoints and directs Bank to transfer Customer's funds held in identified accounts into certain selected investments ("Service").

**1. Incorporation; Interpretation.** The Agreement is executed in connection with and as a supplement to the Deposit Placement Agreement ("DPA") and the Custodial Agreement ("CA") the terms of which are incorporated herein. In the event of any inconsistency or conflict between this Agreement and either of the DPA or CA, the DPA or CA, as the case may be, shall in all events control.

**2. Authorization and Requirements.** Customer hereby authorizes and directs Bank to perform the Service on Customer's behalf. Customer agrees to maintain a minimum balance of Fifty Thousand Dollars (\$50,000.00) in the account(s) identified on Customer's Enrollment Form. To perform the Service, Bank shall endeavor to transfer (a) excess cash balance in the identified account(s) exceeding the minimum balance; and (b) other funds provided by Customer, in all cases subject to certain maximums amounts. Customer's funds will be used to invest in Insured Cash Sweep ("ICS") Deposit Accounts (as defined with the DPA). Customer understands and agrees that such collected cash balances in excess of the minimum balance will be invested directly the next Banking day (on which, ICS and the Federal Reserve Bank are open for Business) into a sub account maintained on Customer's behalf. Bank shall use "best efforts", as that term is understood in the investment community, to timely transfer all collected cash balances in excess of the minimum balance into the Deposit Accounts.

**3. Records.** Bank is authorized to hold the Deposit Accounts as agent for Customer's sole benefit and Bank is to maintain appropriate records of units purchased, earnings on units held and units redeemed. Interest generated on Deposit Accounts will be treated in the manner described in the DPA. An accurate monthly statement showing all income and principal cash received or disbursed shall be furnished to Customer.

**4. Liquidation and Covenants.** Deposit Accounts are to be redeemed as promptly as practicable and the cash received for such redemptions credited to the identified account automatically whenever such cash is needed for other uses to cover outstanding and unpaid checks drawn on the identified account or to cover cash management fees and expense reimbursements charged to the identified account as described below. Customer agrees that it will not draw checks on the identified account in a fashion that will create an overdraft that will be used for the purpose of buying, carrying, or trading in securities, or buying or carrying any part of an investment contract security or obtaining such overdraft to repay debt incurred for such purposes. Customer understands that the Bank shall immediately obtain a security interest in the Deposit Accounts upon the occurrence of and to the extent necessary to cover the amount of any overdraft incurred in the identified account for such period of time as said overdraft remains outstanding. The Bank, in its sole discretion, alternatively may withhold from payment any outstanding and unpaid check drawn on the identified account until funds sufficient to cover such outstanding and unpaid check have been credited to the identified account as a result of cash received from withdrawals from Deposit Accounts. Upon revocation or termination of this Service, all Deposit Accounts then held shall be promptly redeemed for cash and the proceeds delivered to the identified account or Customer after payment of fees and outstanding checks.

**5. Investment Minimums.** Customer agrees to maintain sufficient funds in the identified account so that Deposit Accounts shall have an average minimum of no less than \$100,000. If the balances in the Deposit Accounts do not maintain such average minimum balances, Bank may terminate this Service at its election. Bank may increase or decrease the required minimum balance at any time in its sole discretion.

**6. Limitation of Liability.** In addition to the terms of the Agreement and the DPA, Bank shall not be liable for losses due to Customer's selection of Destination Institutions (as defined in the DPA), failure of a Destination Institution or other losses beyond Bank's reasonable control. For the avoidance of doubt, it is expressly acknowledged that Bank is not a fiduciary hereunder and has no fiduciary duties to Customer hereunder.

**7. DISCLAIMERS.**

UNTIL COMPLETION OF THE SERVICE, FUNDS SWEEPED OUT OF THE IDENTIFIED ACCOUNT BY BANK INITIATING SWEEPS ON CUSTOMER'S BEHALF TO DEPOSIT ACCOUNTS PURSUANT TO THE AGREEMENT WILL BE DEPOSITS WITHIN THE MEANING OF 12 U.S.C. 1813(1) ("DEPOSITS"), BUT UPON COMPLETION OF THE SERVICE THEY WILL NO LONGER BE DEPOSITS, AND CUSTOMER WILL HAVE NO INTEREST IN THEM IF BANK FAILS, BUT RATHER WILL BE THE LEGAL OWNER OF THE CORRESPONDING DEPOSIT ACCOUNTS. UNTIL COMPLETION OF THE SWEEP, FUNDS SWEEPED BACK INTO THE ACCOUNT AS A RESULT OF BANK INITIATING SWEEPS ON CUSTOMER'S BEHALF OF FUNDS FROM DEPOSIT ACCOUNTS PURSUANT TO THIS SERVICE WILL NOT BE DEPOSITS, AND CUSTOMER WILL HAVE NO INTEREST IN THEM IF BANK FAILS, BUT RATHER WILL CONTINUE TO BE THE LEGAL OWNER OF THE DEPOSIT ACCOUNTS BUT UPON COMPLETION OF THE SERVICE THE SWEEPED FUNDS WILL BE DEPOSITS AGAIN, AND CUSTOMER WILL NO LONGER HAVE AN INTEREST IN THE CORRESPONDING DEPOSIT ACCOUNT FUNDS.

**8. Agent and Communications.** 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 its designee to act upon voice or written 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 its designee in good faith in reliance on such communications.

**9. Bank's Disclosure.** Customer acknowledges Bank's disclosure of the following:

**9.1** Bank may receive fees for participation in the ICS Insured Sweep program, as more fully set forth in the DPA.

**9.2** Except for the contractual arrangements described above, ICS is not affiliated with Bank. ICS, through itself and its affiliates, currently may have, or may establish in the future, contractual and other relationships with the Bank which are not related to the arrangements described above.

**10. Fee.** Any fees assessed in connection with the Service may be paid in the form of excess balances remaining in the account or as a direct charge to the account if excess balances are not sufficient to compensate such fees. Customer shall be responsible for all expenses, taxes, or other charges or liabilities incurred by Bank in connection with the Service, and Bank is authorized to charge the account accordingly.

## File Transfer Protocol (FTP)

This Service Agreement as part of the Master Treasury Services Agreement sets forth additional terms and conditions under which the commercial Customer shall utilize Bank's service to deliver Electronic Files ("Files") to Bank and/or retrieve Files from Bank for business purposes ("Service"). Usage of service for any other purpose is strictly prohibited.

**1. General Requirements.** In order to utilize the Service: (a) commercial Customer must have at least one active business DDA account, and (b) Bank must have received a completed Enrollment Form from Customer. Customer acknowledges that all Files must be transmitted to Bank in a timely manner to allow Bank sufficient time to accept and process said Files prior to Bank's processing cutoff time.

**2. Technical Requirements.** Customer agrees to comply with technical file transfer requirements as prescribed in the Enrollment Form. Such requirements may change from time to time.

**3. Service Availability.** Service is generally available 24 hours per day, 7 days per week. In the event that access to Service is interrupted for any reason, Customer agrees that Bank will not be responsible for Customer's lack of access.

**4. Representations and Warranties.** Customer agrees to accept Service without any warranties or representations, including the implied warranty of merchantability and fitness for a particular purpose. Customer agrees that it has sole responsibility for assuring that Files are free from any viruses or similar defects prior to transmitting to Bank.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**PORT:** {Portfolio}

**PRIMARY DDA:** {Primary DDA}

## Signatures

The undersigned parties represent and warrant that each have read and understand the Master Treasury Services Agreement ("Agreement"), accepts and agrees to abide by all of the terms of this Agreement, and has authority to execute this Agreement. The undersigned have executed and delivered this Agreement to Bank on the date indicated below.

COMMERCIAL CUSTOMER NAME: {Customer Name}

TAX ID: XXXXX{tax id}

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signer's Name: {Printed Name}

Title: {Title\_New}

RELATED CONSUMER CUSTOMER NAME: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RELATED CONSUMER CUSTOMER NAME: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RELATED CONSUMER CUSTOMER NAME: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RELATED CONSUMER CUSTOMER NAME: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BANK:** AMERICAN NATIONAL BANK

Authorized Treasury Services Representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_