

You agree to the terms and conditions of this Electronic Banking Agreement (“Agreement”), any related disclosures or online instructions and any additional terms, conditions, limitations and restrictions contained in any related application(s) and any applicable account agreement(s) between you and us (“Account Agreement(s)”), as well as any changes to these terms that are communicated to you from time to time. These terms apply to all electronic banking services which are set forth in this Agreement (“Electronic Banking Service(s)”).

“You” and “your” means the banking customer and “we,” “our,” “us” and “Bank” means Anchor Bank, N.A. “Personal Electronic Banking Customers” means banking customers that are natural persons using Electronic Banking Service(s) primarily for personal, family or household purposes. “Business Electronic Banking Customers” means any person using Electronic Banking Service(s) other than a Personal Electronic Banking Customer. Unless otherwise indicated, the following terms apply to both Personal and Business Electronic Banking Customers. For purposes of this Agreement, a Business Day is every day on which we are open for purposes of carrying on substantially all of our business, except Saturdays, Sundays, and holidays observed by us.

1. APPLICATION

a. Application.

- 1) Before using Electronic Banking Service(s), you must complete any application we may separately require (each an “Application”). Some Applications may be completed and submitted online through a website, downloaded as a mobile app or printed and signed.
- 2) We must approve your Application(s), which will be part of this Agreement.
- 3) Following our approval of your Application(s), you may then use the Electronic Banking Service(s) (if applicable as selected on your Application(s)) for the deposit and/or, loan account(s) available in your Electronic Banking Service(s) (“Authorized Account(s)”).

b. Limitations and Conditions. The Application(s) do not describe all applicable transaction limits and other limitations and conditions on your use of Electronic Banking Service(s), nor any limitations established by you.

c. Application Information. We have the right to rely on the information provided by you on the Application(s) (or which we in good faith believe was provided by you) until we receive notice of any changes to the information listed on your Application(s) in accordance with the terms of this Agreement and we have had reasonable time to make the requested changes.

Additional Provision for Business Electronic Banking Customers only:

d. Business Application. You must complete separate business AnchorLink (as hereinafter defined) Application(s) (“Business Application(s)”) to use certain Electronic Banking Service(s) which are only available to Business Electronic Banking Customers. You may then use the Electronic Banking Service(s) selected on the Business Application(s).

2. ELECTRONIC BANKING SERVICE(S)

a. Use of Electronic Banking Service(s).

- 1) You may only use Electronic Banking Service(s) for the Authorized Account(s) either as set forth in your Application(s), if applicable, or which are available in connection with your Authorized Account(s).
- 2) Electronic Banking Service(s) are provided solely for your convenience and do not occur immediately but instead may occur or process in accordance with our processing schedule.
- 3) You must use Electronic Banking Service(s) in accordance with all Governing Rules. “Governing Rules” means the laws, regulations and rules of the State of Minnesota and the United States, including but not limited to the Federal Check Clearing for the 21st Century Act, the Expedited Funds Ability Act, the National Automated Clearing House Associations’ Rules, the American National Standards X9 specification, Uniform Commercial Code (“UCC”) Articles 3 and 4, and any other applicable state, federal or network association laws, regulations or agreements.

Additional Provisions for Business Electronic Banking Customers only:

- 4) You must not use Electronic Banking Service(s) for personal, family or household purposes.
- 5) You may not initiate TEL Entries or Web Entries (as defined in the rules issued by the National Automated Clearing House Associations (“NACHA”)) without our prior express written authorization.

b. Fees, Limitations and Restrictions.

- 1) There may be certain fees and costs charged by us in connection with use of the various Electronic Banking Service(s) set forth under this Agreement. Please refer to the fee schedule at the Bank website, for information on the fees and costs associated with each service or product provided as part of the Electronic Banking Service(s).

- 2) When using Electronic Banking Service(s), you must still comply with the terms and conditions of your existing agreements with any unaffiliated service providers (including, but not limited to, your internet service provider and mobile service provider). Unaffiliated service providers may charge you fees for data or text messaging services used in connection with Electronic Banking Service(s), and your agreements with unaffiliated service providers may provide for fees, limitations and restrictions which may affect your use of Electronic Banking Service(s). You are responsible for all of these fees, limitations and restrictions.
- c. Available Electronic Banking Service(s). You may use each Electronic Banking Service described below as selected on your Application(s).
 - 1) AnchorLink[®] Online Banking. You may access certain banking services through the bank website at AnchorLink.com ("AnchorLink"). You may use AnchorLink for informational purposes, such as reviewing account balances and transaction records. If you use AnchorLink for information purposes, you authorize the disclosure of loan, deposit or other account information using AnchorLink. If any information obtained by you using AnchorLink conflicts with our records, our records will control. You may also use AnchorLink to transmit, Stop Payment Requests, Debit Transfers, manage ATM/debit card and Intra-Bank Transfer requests through the Internet to us using a device capable of accessing AnchorLink, your ISP (Internet Service Provider) and Internet browser software and our website and related software. You must click the enroll button on the Bank website homepage, click the "I Agree" button setting forth the terms and conditions contained in this Agreement and fill in the requested information on the following pages. We reserve the right to approve or deny your use of AnchorLink. AnchorLink can be used for the accounts indicated when you register for AnchorLink and we reserve the right to approve or deny the accounts at any time. You and any other user authorized to use your Authorized Accounts may access and manage all ATM/debit cards issued to your Authorized Accounts through AnchorLink.
 - a) Direct Connect Services
 - (1) Subject to the additional terms described herein, if you elect to enroll in the Direct Connect Service, your Quicken[®] or QuickBooks[®] software will create a two way connection that allows your Intuit product to exchange instructions with your Authorized Accounts set up in AnchorLink Online Banking. The Direct Connect service includes synchronization of account information, transfers between Authorized Accounts on the AnchorLink Online Banking system and bill payment initiation. You are responsible for obtaining and maintaining the proper licenses for any such Quicken or QuickBooks software.
 - (2) The Direct Connect Service shall permit your Intuit product to automatically login to AnchorLink Online Banking and access your accounts. We shall not be liable to You for any damages relating to Your use of the Quicken Services and the automatic login function as part of the Direct Connect program. You hereby acknowledge that the Security Procedures set forth in Article 8 of this Agreement govern the terms of your use of the Direct Connect program. Any use of Quicken, QuickBooks, or any other third-party software is at your own risk.
 - (3) The Direct Connect Service is not a substitute for your AnchorLink Online Banking statements. You agree that any account information downloaded using the Direct Connect Service is provided to You "as is" and "as available", and that we make no warranties as to the Direct Connect Service's ability to access and use account information, the timeliness or accuracy of such information, or the download option's fitness for a particular purpose. Except as otherwise provided herein, in no event will we be liable for any claims or damages that may result if You use the Direct Connect service to schedule certain payments through any third-party software, including Quicken or QuickBooks, or for any loss or damages as a result of your reliance upon the account information in the Quicken or QuickBooks products you connect via Direct Connect, such information which may not be up to date and may not include pending transactions such as purchases that have not settled.
 - b) Third-Party Aggregation Services
 - (1) You may elect to enroll in a third party-aggregation service to consolidate your financial information, subject to the terms set forth in this Agreement, including, but not limited to, those Security Procedures set forth in Article 8 of this Agreement. The aggregator services may require You to provide personal identification information, including specific account information and your login credentials. Please use caution when providing personal information and log-in credentials to third party aggregator services.
 - (2) Any use of a third party aggregator site is at your own risk. If you elect to provide your AnchorLink[®]

Online Banking Credentials or other information about your Authorized Accounts to an aggregation service (or other third party), You are responsible for the use of your account or the disclosure of any personal information by the aggregation service (or other third party). If You send information to a third-party aggregator, we are no longer responsible for the security and confidentiality of that information, and the responsibility is now yours. You agree to indemnify and hold us harmless against any damages we incur as a result of any security breach or wrongful access to your Authorized Accounts caused by your use of such a third party aggregator service. You agree that any account information accessed via the third-party aggregator services is provided to You "as is" and "as available", and that we make no warranties as to the third-party aggregation services' ability to access and use account information, the timeliness or accuracy of such information, or the information's fitness for a particular purpose.

- 2) Mobile Banking. You may use certain banking services accessible from a supportable mobile device ("Mobile Banking"). Mobile Banking may be used for accessing account information; for transmitting Payment Orders, Debit Transfers, manage ATM/debit card and Intra-Bank Transfer requests through the mobile application to us using your supported mobile device, your Wireless Carrier and our mobile banking application; and for certain other banking transactions. If you download the Application you will be entitled to use Mobile Banking. We reserve the right to approve or deny your use of Mobile Banking.
- 3) Bill Payment. Our bill payment service ("Bill Pay") allows you to schedule bill payments through Electronic Banking Service(s). We may at our option complete bill payment transactions by electronic funds transfer or by issuing a paper check drawn on your account. You are responsible for scheduling bill payments on time and for fees charged as a result of your failure to do so. You must select the Bill Payment option within the applicable Electronic Banking Service and fill in the requested information and once completed, Bill Pay can be used for the accounts indicated. We reserve the right to approve or deny your use of Bill Pay.
- 4) Mobile Deposit. You may make deposits to your Authorized Accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to our designated processor ("Mobile Deposits") as part of Mobile Banking. If you have registered for Mobile Banking Services, you can select the Deposits tab in Mobile Banking and provide the information requested to take advantage of Mobile Deposits. We reserve the right to approve or deny your use of the Mobile Deposit function. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the MICR line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.
 - a) Deposit Limits. No single Mobile Deposit shall exceed \$2,500 and no group of Mobile Deposits on any given day shall be permitted in excess of a cumulative total of \$2,500. Further, we reserve the right to establish and assign to you revised deposit limits for the Mobile Deposit service (including further limits on the individual dollar amount of any Mobile Deposit, the cumulative amount of Mobile Deposits in a given day and/or number of Checks that you may transmit through the Mobile Deposit service each day) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.
 - b) Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Mobile Deposit services as "FOR MOBILE DEPOSIT ONLY, Anchor Bank, account # ____" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit services as we may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.
 - c) Check requirements. You must not initiate an electronic check entry without first having a proper check which is payable to you, and you must only deposit checks that are authorized by this Agreement and your Account Agreement(s). The image of any check or other negotiable instrument (a "Check") transmitted to us using the Mobile Deposit services must be legible, must contain images of the front and back of the Check and must comply with all other requirements established from time to time by us or applicable governmental regulatory agencies or associations.
 - d) Rejection of deposits. After we receive Check images and all other required deposit information from you through the Mobile Deposit service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to

your Account Agreement(s). You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges that may be imposed against you due to our rejection of any Check that you transmit for deposit through the Mobile Deposit service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Mobile Deposit service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. We are not responsible for detecting errors contained in any check item sent by you through Mobile Deposit, or for the payment of the check item made on the basis of erroneous information. If we reject a Check for remote deposit, you must physically deposit the original Check. Should you fail to produce the original check, you authorize us to deduct that amount from your account

- e) Unpaid checks. You are solely responsible for verifying that Checks that you deposit by using the Mobile Deposit service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize us to debit the amount of such Check plus any associated fees from the account or such other Authorized Account(s). You agree to comply with any additional instructions we may provide to you in connection with returned Checks.
- f) Duty to report errors. We will provide you with periodic statements that will identify the deposits that you make through the Mobile Deposit service in accordance with the terms of the applicable Authorized Account Agreement or you may elect to have such statements delivered electronically in accordance with Section 5 of this Agreement. You agree that it is your responsibility to review all such information that we make available to you in a timely manner to verify that deposits made through the Mobile Deposit service have been received and accepted by the Bank and are accurate. Receipt of a Check through the Mobile Deposit service does not constitute an acknowledgement by us that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Account Agreement. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.
- g) Multiple Presentment. You agree that you will never re-present the original Check. Presenting an item more than once may constitute fraud. You will bear any and all liability for costs resulting from multiple presentments (including but not limited to overdraft fees, attorneys' fees, interest and any related or indirect costs). You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
- h) Deposit Deadline. The deadline to have deposits processed under Mobile Deposit will be 4:00 pm CST and any deposit submitted after the deadline will be processed the next day

Additional Provisions for Business Electronic Banking Customers only:

- 5) Anchor Remote. You may use the Anchor Remote system ("Anchor Remote") to scan deposited check items, input check information, send electronic images of checks for deposit into your Authorized Account(s), send electronic images of checks for conversion to Payment Orders and to access related reports. You must select Anchor Remote on an AnchorLink Application to use Anchor Remote, and we must approve this Application. Once approved, Anchor Remote can be used for the accounts indicated on your Application. The deadline to have deposits processed under Anchor Remote will be established on the Anchor Remote webpage for using Anchor Remote. Any deposit submitted after the deadline will be processed the next day.
 - a) Anchor Remote Process. To use the Anchor Remote Process, you will scan deposited check items. You may also apply a franking mark to the deposited item. Depending on scanner type or setup, or, if applicable, if a mobile phone is used, you may need to manually input check information including, but not limited to, how the checks were received, payer's name and a dollar amount. The image quality must be high enough that the following can be clearly read: the amount of the item, the payee, the drawer's signature, the date of the item, the item number, the MICR line and any endorsements or other information written on the front or back of the item. The MICR line of the item must capture the routing transit number, the account number,

the check amount (when encoded) and the serial number and process control field (when encoded). All checks deposited with Anchor Remote will be converted to a substitute check and deposited into your Authorized Account(s). If a mobile phone is used as a scanner with a mobile application, it is referred to as Anchor Remote Mobile.

- b) Authorized Checks. You must not initiate an electronic check entry without first having a proper check which is payable to you, and you must only deposit checks that are authorized by this Agreement and your Account Agreement(s).
- c) Deposit Limits. No group of deposits via Anchor Remote Mobile in any given time period shall exceed a limit established by the Bank. Further, we reserve the right to establish and assign to you revised deposit limits for Anchor Remote Mobile service (including further limits on the individual dollar amount of any single deposit under Anchor Remote Mobile, the cumulative amount of deposits in a given day and/or number of checks that you may transmit through the Anchor Remote Mobile service) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.
- d) Endorsement. Any items deposited using Anchor Remote shall not require a physical endorsement of the item. The Bank will utilize a virtual endorsement for each item, wherein an endorsement image will be laid on the endorsement line of each item.
- e) Use of Equipment. You are responsible for obtaining and maintaining all such equipment, and you will conduct routine maintenance and apply upgrades as necessary to keep the equipment in good working order.
- f) Your Representations and Warranties. In addition to your other representations and warranties in this Agreement, each time you use Anchor Remote you represent and warrant that:
 - (1) All your checks and transactions are bona fide;
 - (2) The images of checks transmitted by you contain an accurate representation of the front and the back of each check and the images comply with the requirements of this Agreement;
 - (3) You will not create a duplicate image of the checks, and you will not send any duplicate image of files to us;
 - (4) You will not deposit or otherwise negotiate the original check from which the image was created, and no subsequent transferee (including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser) will be asked to pay the original check from which the image was created or a duplication of the check;
 - (5) No subsequent transferees of the check (including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser) will sustain a loss because the image was presented for payment or returned instead of the original check; and
 - (6) The file and image of any check sent by you does not contain viruses or other harmful, intrusive or invasive codes.
- g) Detecting Errors. We are not responsible for detecting errors contained in any check item sent by you through Anchor Remote, or for the payment of the check item made on the basis of erroneous information.
- h) Rejection of Check Items. We have the right to reject any check item or the batch containing such check item which does not comply with the requirements of this Agreement or the Governing Rules. We will promptly notify you of such rejection. To the extent applicable, your promises in section 2(c)(4)(e) will apply to the deposit of original checks.
- i) Notice of Returned Checks/Notifications of Change. We will promptly notify you of the receipt of a returned check item. We will process check items and return unpaid items in accordance with our guidelines and as governed by Federal Regulation CC (12 C.F.R. § 229).
- j) Discrepancies. In the event of any conflicts in your instructions regarding any of your check items/Entries, we have the right at our option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access to the funds, check items/Entries or proceeds thereof.
- k) Multiple Presentment. Presenting an item more than once may constitute fraud. You will bear any and all liability for costs resulting from multiple presentments (including but not limited to overdraft fees, attorneys' fees, interest and any related or indirect costs).

- l) Customer Notices. You are responsible for providing all notices to your customers required by the Governing Rules and for obtaining all required approvals from your customers for the processing of the check items in accordance with the Governing Rules.
 - m) Contingency Plan. In the event that communications, equipment or software outages prevent you from electronically transmitting check items to us, whether or not the fault of you, us or a third party, you will transport checks and deposits to our closest office and make such deposits until the outage can be identified and resolved. You will bear all of your expenses associated with this contingency plan. To the extent applicable, your promises in section 2(c)(4)(e) will apply to the deposit of original checks.
 - n) Electronic Records. You will maintain electronic records of all check items in accordance with the Governing Rules. You must make these records made available to us, our agents, or any regulatory authorities having jurisdiction over us.
- 6) Positive Pay. You may use the Positive Pay automated check matching service ("Positive Pay") to identify payees for your checks in advance and to compare checks presented for payment with checks you've issued. Each time you issue checks drawn on us, you will transmit to us an Issued Checks File identifying the check number and amount of all checks issued ("Eligible Checks"). The Issued Checks File must be transmitted so that we actually receive it no later than the established deadline on the date of issue, or, in any event, no later than delivery of the check(s) to the payee(s). As Eligible Checks are presented to us for payment, the check number and dollar amount will be compared to information provided in the Issued Checks File. We will pay Eligible Checks that exactly match the information in the Issued Checks File without further inspection. If the Eligible Check does not exactly match the information in the Issued Checks File, that check will appear as an "exception" item on AnchorLink on the day after it is presented for payment. You may instruct us to return or pay exception items by the deadline established on the AnchorLink webpage for using Positive Pay. If you do not instruct us to pay exception items, they will be returned. You must select Positive Pay on a Business Application to use Positive Pay, and we must approve this Business Application. Once approved, Positive Pay can be used for the accounts indicated on your Business Application.
 - 7) Account Reconciliation. We may send you processed account transaction information. You must select Account Reconciliation on a Business Application to use Account Reconciliation, and we must approve this Business Application. Once approved, Account Reconciliation can be used for the accounts indicated on your Business Application.
 - 8) ACH Services. You may use Automated Clearing House ("ACH") Services to deliver Payment Order and Debit Transfer requests directly to us by electronic transmission or other media approved by us. You must select ACH Services on a Business Application to use ACH Services, and we must approve this Business Application. Once approved, ACH Services can be used for the accounts indicated on your Business Application. No group of ACH services in any given time period shall exceed a limit established by the Bank. Further, we reserve the right to establish and assign to you revised limits for ACH services (including further limits on the daily credit and/or weekly debit limits under ACH services, and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits. The deadline to have transactions processed under ACH will be established on the ACH webpage for using ACH. Any entry submitted after the deadline will be processed the next day.
 - 9) Same Day ACH Services. Same day ACH Services are available through AnchorLink ("Same Day ACH"). Same Day ACH transactions are submitted in the same manner as standard ACH Services (whether via upload or created in AnchorLink), provided that the entry or batch submitted will need to be submitted before the deadline and have an effective date which is the same as the day submitted. Only ACH credits will be originated as part of Same Day ACH services. If you submit a batch with both credit and debit entries or debit entries only, the debit entries will be settled the next day. Same Day ACH entries must be in amount below \$25,000 and cannot be SEC code IAT or ENR. An extra fee will be charged for Same Day ACH services, which shall be set forth on the appropriate fee schedule and as determined by us from time to time in our sole discretion. If we require that you pre-fund your ACH entries you shall not be permitted to originate any Same Day ACH transactions. The deadline to have transactions processed under ACH will be established on the ACH webpage for using ACH. Any entry submitted after the deadline will be processed the next day.
 - 10) ACH Filter. ACH Filter is an automated process that determines which ACH transactions should be posted to an account. We will automatically determine which, if any, ACH transactions should post to an account based on your defined exceptions. Exceptions can be identified by company name, all debits and/or credits, company ID,

bank routing and transit number, specific SEC codes and dollar amounts outside of a range. We will return the suspect ACH transaction(s) unless you instruct us to pay exception items by the deadline established on the AnchorLink webpage for using ACH Filter. The ACH Filter service may not be used to review or block ACH transactions initiated by Anchor Bank, N.A. and Deluxe Corporation any debits from any ACH originator using ARC, BOC, MTE, POP, RCK, SHR, TRC, TRX and XCK SEC codes, none of which will be deemed suspect transactions ("Excluded Transactions"). Excluded Transactions can only be returned if an Unauthorized ACH Activity form is completed and faxed to the bank at 952-808-8019. You must select ACH Filter on a Business Application to use ACH Filter, and we must approve this Business Application. Once approved, ACH Filter can be used for the accounts indicated on your Business Application.

- 11) Wire Transfers. You may initiate wire transfers ("Wire Transfers") through AnchorLink to be executed by us by using any means for the transmission of funds that we consider suitable, including but not limited to our own internal systems and the funds transfer system operated by the Federal Reserve Banks. You must select Wire Transfers on a Business Application to use wire transfers, and we must approve this Business Application. Once approved, Wire Transfers may be used for the accounts indicated on your Business Application. The deadline to have transactions processed under Wire Transfer will be established on the Wire Transfers webpage for using Wire Transfer. Any entry submitted after the deadline will be processed the next day.
 - a) Wire Transfers initiated with the AnchorLink system may be formatted as Repetitive Payment Orders. If Repetitive Payment Orders are selected, Wire Transfers accompanied by the repeat code will be processed in accordance with our usual and customary procedures, and we will not be required to take any further action to verify a Repetitive Payment Order.
 - b) In all other cases, we will not be required to take any further action to verify Wire Transfers initiated with the AnchorLink system except as provided by the Agreement.
- 12) Online Electronic Data Interchange. You may receive the payment related information that accompanies a deposited ACH item ("Online EDI") through AnchorLink. This information will be available as each incoming ACH file is processed and the ACH addenda record is translated into a readable format. You can review the information or download the information into a selected report format.
 - a) You must select Online EDI on a Business Application to receive Online EDI, and we must approve this Business Application. Once approved, Online EDI may be used for the accounts indicated on your Business Application.
 - b) You control the content of any payment-related information you send to us and are solely responsible for the accuracy of such information. You are solely responsible for storage of all data relating to such information so that it can be made available to individual receivers upon request. Payment requests originated via the Online EDI will be subject to the terms underlying the payment services, such as ACH or Wire Transfer, as described in their respective sections of this Agreement.

3. ACCESSING ELECTRONIC BANKING SERVICE(S)

- a. Credentials. Depending on which Electronic Banking Service(s) you use, we will provide you with one or more identification codes, usernames, user-specific codes, passwords, personal identification numbers ("PIN"), tokens, physical devices, applications or other credentials (together these are referred to as "Credentials" or a "Credential").
- b. Security Procedures. To access Electronic Banking Service(s), you must comply with security procedures as selected and described in the "Security Procedures" section of this Agreement and with any other security procedures and policies we may establish from time to time (together these are referred to as "Security Procedures" or a "Security Procedure").
- c. Necessary Hardware/Software. You are responsible for providing the hardware necessary to access Electronic Banking Service(s). You must also use the operating system(s), software or mobile applications that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify for a given Electronic Banking Service. We and/or our service provider(s) may change these specifications and/or requirements from time to time. We are not responsible for any third party software you may need to use for Electronic Banking Service(s). You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware, mobile devices, software and/or mobile applications necessary to use the Electronic Banking Service(s). You must install and test any required hardware, mobile devices, software and/or mobile applications before you first utilize an applicable Electronic Banking Service(s). You accept any such software or mobile applications "as is" and subject to

the terms and conditions of the software agreement or mobile application license, as applicable, that you enter into directly with the third party provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using the Electronic Banking Service(s), e-mail or the Internet. You agree that all images and files transmitted to us through the Electronic Banking Service(s) will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

d. Supported Devices.

- 1) To use certain Electronic Banking Service(s), you must use one or more devices capable of accessing and using Electronic Banking Service(s) (each "Supported Device"). In order for you to use any Electronic Banking Service(s) requiring a Supported Device, your Supported Device(s) must meet or exceed requirements specified by us, either on our website or elsewhere.
- 2) Mobile Banking Services require a Supported Device such as a cellular phone or other mobile device that is web-enabled, is capable of receiving text messages and supports Secure Sockets Layer ("SSL") Protocol.
- 3) You are solely responsible for the selection, purchase or lease and maintenance of Supported Device(s). Further, you are solely responsible for selecting a cellular phone or other mobile device and necessary mobile applications and the cost associated with such devices and applications are your sole responsibility. The availability of Mobile Banking Services and timeliness of such services are depending on your selected vendor for the appropriate cellular phone or other mobile device.
- 4) Supported Device specifications may change from time to time. You are solely responsible for maintaining or upgrading Supported Device(s), their operating system, Internet browser software and/or mobile application in response to any changes in specifications. You shall receive notification of such changes in accordance with Section 21 of this Agreement and/or electronically in accordance with Section 5 of this Agreement.

e. Our Discontinuance/Denial of Services. We have the right to discontinue Electronic Banking Service(s) at any time at our discretion. If we choose to discontinue Electronic Banking Service(s), we will provide you with reasonable notice in advance of that fact when possible. We also have the right to take actions to protect our systems and information, including denial of your access to Electronic Banking Service(s).

Additional Provisions for Business Electronic Banking Customers only:

f. Representative. A "Representative" is any person authorized to act on your behalf in executing this Agreement pursuant to a valid corporate resolution or other similar authorization (each an "Authorization").

g. Authorized Person(s). An "Authorized Person" is any Representative and any other individual with proper corporate authority to take action or make decisions on your behalf with respect to your Authorized Account(s) or any Electronic Banking Service, or to access your Authorized Account(s) or any Electronic Banking Service.

- 1) You must include the names of all person(s) designated as Authorized Person(s) on your Business Application.
- 2) Excepted as otherwise provided by this Agreement or by us, each Authorized Person is authorized to approve any addenda, amendments, updates or changes to this Agreement; to select or change security procedures; to approve the issuance or re-issuance of Credentials; to change Systems Administrators (as defined below); and to otherwise provide us with instructions, make any decisions, obtain any information or make any request associated with any of your Authorized Account(s) or related Electronic Banking Service(s).
- 3) Each Authorized Person will be acting as your agent on your behalf and will be bound by this Agreement
- 4) We may rely and act on any instructions from Authorized Person(s) without incurring liability to you until we receive notice of any changes to Authorized Person(s) in accordance with the terms of this Agreement and we have had reasonable time to make the requested changes.

h. Systems Administrator(s). A "Systems Administrator" is any Representative and any other individual authorized to establish and change usernames and user-specific codes and transaction limits and other limitations or conditions for each username or user-specific code assigned for use with the AnchorLink system.

- 1) You must include the names of the initial person(s) designated as Systems Administrator(s) on your Application(s).
- 2) Additional Systems Administrator(s) may be designated by an existing Systems Administrator(s).
- 3) We may rely and act on any instructions from Systems Administrator(s) without incurring liability to you until we receive notice of any changes to Systems Administrator(s) in accordance with the terms of this Agreement and we have had reasonable time to make the requested changes.

i. User(s). A "User" is any Authorized Person, Systems Administrator or other individual that is provided access your Electronic Banking Service(s), your Supported Device(s) or Credentials by an Authorized Person or Systems

Administrator. You are responsible for all Users and their access rights (and any limitations, conditions or changes thereto), whether placed on the system by you or by us at the direction of a Systems Administrator.

4. **STATEMENTS, COMMUNICATIONS & RECORDS**

In accordance with this Agreement and other applicable agreements between us, we will from time to time provide to you: (a) statements relating to your Authorized Account(s) (“Statements”) and (b) disclosures, notices, messages and other information or data relating to this Agreement or your use of Electronic Banking Service(s) (“Communications” or a “Communication”). Such Statements or Communications shall be delivered to you in accordance with the terms of the applicable account agreement or you may elect access such Statements and Communications online in accordance with Section 5 of this Agreement. If any information obtained by you using Electronic Banking Services conflicts with our records, our records will control.

5. **E SIGN CONSENT**

The federal Electronic Signatures in Global and National Commerce Act (“E SIGN Act”) and Minnesota’s Uniform Electronic Transactions Act allow us to provide certain records to you electronically and to use electronic signatures if you consent. Before you use Electronic Banking Service(s), you must review and consent to the terms outlined in this “E SIGN Consent” section.

a. Electronic Signatures. You consent to us using and obtaining electronic signatures from you. The term “electronic signature” means an electronic sound, symbol or process associated with a record and used by you with the intent to sign a record.

b. Electronic Records. We will send you eStatements and Electronic Communications as detailed below.

1) Electronic Statements. We will continue to deliver Statements to you in paper unless you choose to receive eStatements or your paper statements are repeatedly returned to us as undeliverable and we elect, at our option, to attempt delivery to an electronic address. You may choose to receive Statements electronically (“eStatements”) for any Authorized Account(s) by enrolling online at AnchorLink. If you choose to receive eStatements, we will stop providing paper statements and notices related thereto. We will maintain each eStatement and notice online for a pre-determined period of time from the date we send you notice of its availability or the notice was posted on-line.

a) If you choose to receive eStatements, we will not return your checks to you by mail, but each check will be available online, for a period of eighteen (18) months from the date we process the check.

b) We will send you copies of statements and cancelled checks which are no longer available online for an additional charge.

c) eStatements will not be available online after an account is closed.

2) Electronic Communications. We may provide Communications or make Communications available to you in electronic form (“Electronic Communications”), or in writing, at our option. We may provide Electronic Communications to you in any of the following ways at our option: (a) by providing notice when you log in to AnchorLink or otherwise access Electronic Banking Service(s), in which case we will maintain the Electronic Communication online for ninety (90) days after you have been sent notice of its availability; (b) as part of your eStatement, in which case the Electronic Communication will be maintained online as part of the eStatement with which it was included and you will be responsible for reviewing the same; or (c) an email to your email address of record, in which case the Electronic Communication will not be maintained online.

3) When eStatements and Electronic Communications are Deemed Given. An eStatement or Electronic Communication will be considered “given” to and received by you within three (3) business days of the date it is provided or made available to you as provided in this Agreement.

4) Our Discontinuance of eStatements and Electronic Communications. We have the right to discontinue providing eStatements or Electronic Communications to you at any time, in which case we will provide printed Statements and Communications to you by mail to your mailing address of record (“Mailing Address”).

c. Access, Review and Retention of eStatements and Electronic Communications.

1) Access. You may access eStatements and Electronic Communications that are available online by logging in to AnchorLink. eStatements and Electronic Communications available online will be accessible in portable document format (PDF). You may view, print and download any eStatement or Electronic Communication that is available online. Flash may be required by certain internet browsers.

2) Review. You must promptly review all eStatements and Electronic Communications provided or made available to you and immediately notify us in writing of any error, dispute or irregularity. Any applicable time period for

notifying us of errors, disputes or irregularities will begin on the date the eStatement or Electronic Communication was provided or made available to you.

- 3) Retention. After you view any eStatement or Electronic Communication, you should print and/or retain it for your own records.
 - d. Paper Copies. We may provide you with paper copies of eStatements and Electronic Communications, at our option. You may request a paper copy of any eStatement or Electronic Communication online through AnchorLink or by calling 952-808-8001. Upon confirmation of your request, paper copies will be mailed to you. We may charge a fee for sending paper copies of eStatements or Electronic Communications. You will be notified of any fee prior to a paper copy being sent.
 - e. Withdrawal of Consent.
 - 1) You may withdraw your election to receive eStatements or Electronic Communications by providing notice to us online through AnchorLink.
 - 2) Withdrawal of your consent to receive eStatements or Electronic Communications will not affect the validity of any eStatements or Electronic Communications provided or made available to you before the effective date of your withdrawal.
 - 3) If you withdraw your consent to receive eStatements, we will provide printed Statements to you to your Mailing Address. If you withdraw your consent to receive Electronic Communications, we have the right to terminate your access to Electronic Banking Service(s); otherwise we will provide printed Communications to you to your Mailing Address.
 - f. Email Address. We will provide notice by email to you of the availability of eStatements and certain Electronic Communications. We will use the email address provided by you in AnchorLink. You must notify us of any change in your email address to ensure that you are provided with important Communications. You can update your email address online through AnchorLink or by calling 952-808-8001.
 - g. Hardware and Software Requirements. To receive eStatements or Electronic Communications, you will need: (a) a connection to the Internet; (b) a version of an Internet browser supported by AnchorLink; (c) an active email account; (d) a program that accurately reads and displays PDF files; and (e) a computer and an operating system capable of supporting all of these. You will also need a printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form. We may also impose certain other hardware or software requirements for accessing Electronic Banking Services and may change or modify these requirements from time to time.
 - h. Your Consent. YOU INDICATE YOUR CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES BY CLICKING THE "I AGREE" BOX AT THE BOTTOM OF THE ELECTRONIC BANKING SERVICES TERMS DISCLOSURE WHEN YOU ACCESS ANCHORLINK. BY PROVIDING YOUR CONSENT, YOU ARE ALSO CONFIRMING THAT YOU HAVE AN ACTIVE EMAIL ACCOUNT AND THAT YOU HAVE THE HARDWARE AND SOFTWARE REQUIRED TO ACCESS ELECTRONIC BANKING SERVICES AND TO RECEIVE AND REVIEW ELECTRONIC RECORDS, INCLUDING ESTATEMENTS AND ELECTRONIC COMMUNICATIONS.
6. TRANSACTION REQUESTS; TRANSFERS
- a. Transaction Requests.
 - 1) "Transaction Requests" means any Payment Orders, Debit Transfers, and Intra-Bank Transfers using an approved Electronic Banking Service.
 - 2) We will process Transaction Requests issued in your name using an approved Electronic Banking Service in the amount described in the Transaction Request and from or to your Authorized Account (whether with us or at another financial institution), all as described in each Transaction Request.
 - 3) We will only process a Transaction Request if there are funds available for withdrawal from an Authorized Account, as determined in accordance with the applicable Account Agreement and our funds availability policy ("Available Funds").
 - 4) We will only process a Transaction Request that is (a) actually received by us; (b) identifies the Authorized Account from which it is to be paid; (c) does not exceed the Available Funds in the Authorized Account, or any applicable Transaction Limits, or other restrictions or limitations established by us; (d) is authorized by you and satisfies applicable Security Procedures; (e) is accepted by us; and (f) complies with any other written instructions and restrictions set forth in your Application(s).
 - 5) Any credits to your Authorized Account(s) resulting from a Transaction Request will be provisional credits until we receive final settlement.

- 6) If we do not receive final settlement for a Transaction Request, we will be entitled to reverse the provisional settlement and withdraw this amount from your Authorized Account(s).
- b. Repetitive Transfers. Repetitive Transfers are funds transfers in which the receiving bank, beneficiary, beneficiary's account and Authorized Account are the same for each transfer, with only the transfer date and amount varying. If you authorize Repetitive Transfers, we may assign you one or more repetitive codes to more quickly process Repetitive Transfers.
- c. Canceling Transaction Request/Communicating Stop Payment Orders.
- 1) Except as noted below, you may request cancellation of any Transaction Request prior to the Transaction Request being accepted, posted or processed by us ("Cancellation") or initiate a Stop Payment Order of any Transaction Request after the Transaction Request has been accepted, posted or processed ("Stop Payment").
 - a) You must make Cancellation requests in writing or by facsimile transmission sent to us from you or a person we reasonably believe is authorized by you to cancel a transaction on your behalf. Cancellation requests must be received by us before the transaction you want to cancel is accepted, posted, made or transmitted by us.
 - b) You must make a Stop Payment order by following the instructions set forth as part of the applicable Electronic Banking Service.
 - c) Cancellations and check Stop Payments are not available for AnchorLink Intra-Bank Transfers.
 - 2) We will use reasonable efforts to act on Cancellation requests but we will have no liability for failure to cancel a transaction and no obligation to adjust, cancel, reverse or Stop Payment on the posting of a transaction, except to the extent permitted by applicable funds transfer system rules.
 - 3) You authorize us to accept Stop Payment orders sent through the Internet on AnchorLink. A Stop Payment order will expire 6 months after you enter it on AnchorLink unless you revoke it sooner or you deliver another Stop Payment order to us, either electronically or in writing. To revoke a Stop Payment order, you must use the documentation forms provided by us for this purpose.
 - 4) You are solely responsible for the accuracy of all Stop Payment orders placed electronically. You agree to indemnify and hold us harmless from all claims, suits, damages, liability, expenses, and costs, including, but not limited to, reasonable attorneys' fees incurred by us as a result of a Stop Payment order. We will not be liable under any circumstances for payment of an item where a Stop Payment order is not effective, where payment is made on an item processed on the same Business Day that the Stop Payment order on that item is received by us, or where exact information regarding the amount and number of the item is not provided. If we pay such an item, we will not be liable if other items drawn by you are returned for insufficient funds resulting from such payment.
- d. Notice of Transactions and Rejections. We will notify you when we process a Transaction Request unless otherwise agreed. We will notify you if we, any funds transfer system or any other bank, rejects or fails to execute a Transaction Request. We will also notify you of the reason for the rejection or failure after we receive notice of the reason. Notice provided under this paragraph will be considered commercially reasonable and effective when given if: (a) the notice is given by telephone, facsimile transmission, first class mail, email or private delivery service or (b) the information is made available to you through a Statement, on an Electronic Banking Service or through any other bank system or service used by you.
- e. Discrepancy Between Name and Account Number. If a Transaction Request or Cancellation request identifies a payee or the owner of an account to be debited, by both name and an identifying or bank account number, and the name and number identify different persons, the Transaction Request or Cancellation request may be made solely on the basis of the number. If a Transaction or Cancellation request identifies any bank by both name and an identifying number and the number identifies a bank different from the bank identified by name, any bank may rely solely on the identifying bank number. We will not be responsible for any delay arising out of any bank's attempt to reconcile inconsistencies between names and account numbers or to resolve other irregularities.
- f. Time or Receipt of Transaction Requests and Cancellation Requests. Our deadlines for receiving certain Transaction Requests and Cancellation requests are indicated in this Agreement, the Application(s) or notice(s) issued by us, or on the AnchorLink page used for making Transaction Requests or Cancellation requests. All requests must be received by us on a Business Day before the deadline for that day. Requests received after the deadline may be treated as if they were received that hour or may be treated as if they were received at the opening of the next Business Day. We have the right to change these deadlines at any time at our discretion.
- g. Transactions Limits. The transaction limits established by your Account Agreement(s) are applicable to Transaction Requests.

- h. Overdrafts. The provisions regarding overdrafts established by your Account Agreement(s) are applicable to Transaction Requests.
 - 1) We may at our option debit an Authorized Account for any Transaction Request processed by us, even if the Transaction Request creates or increases an overdraft in that account.
 - 2) You must immediately pay any overdraft existing at the close of a Business Day. If an overdraft is created or increased, you must deposit or transfer into the applicable Authorized Account sufficient Available Funds to pay the amount of the overdraft by the close of that Business Day.
 - 3) Nothing in this Agreement or any course of dealing between you and we constitutes an obligation on our part to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to you to pay for any transaction or transfer.
 - 4) You and we may have entered into a separate Anchor Advantage agreement, in which case, overdrafts will be handled under the terms of that agreement.
 - 5) We are not obligated to accept or execute any Transaction Request if the aggregate requested by you on a Business Day exceeds the transaction limits established by us ("Transaction Limits").
 - 6) You acknowledge that Transaction Limits may be established by us based on the aggregate amount of transactions on any single Business Day and for any weekly period in order to manage the risk of nonpayment, return or reversal of transactions; are not part of any Security Procedure (except as may be imposed for ATM or POS transactions) and may not be relied on by you as a limit on the total of funds transfers that may be authorized in your name on any Business Day or weekly, as the case may be. We may, in our sole discretion, authorize transactions that exceed the Transaction Limits, however, such decision shall be in our sole discretion and we shall not be liable for any increase or failure to increase said Transaction Limits.
 - 7) We have the right to change your Transaction Limits or delay the availability of the proceeds of Debit Transfers at any time. If we do so, we will deliver advance written notice of such change to you by first class mail, facsimile, email or private delivery service. Nothing in this section limits our powers outlined in section 6(h) above.

7. FEES

Any fees for Electronic Banking Service(s) requested by you will be described in our fee schedule or appropriate disclosures. You must pay these fees and charges and you authorize us to charge any of your Authorized Account(s) for these fees and charges. Changes in fees will be communicated to you in accordance with this Agreement. We have the right to amend or change the fees paid under this Agreement for use of Electronic Banking Service(s) from time to time in accordance with Section 21 of this Agreement.

8. SECURITY PROCEDURES

- a. Verification. You agree that the authenticity of Electronic Banking Service(s), including Transaction Requests or Cancellations, will be verified as being issued by you using one or more of the Security Procedures listed below and any Security Procedures selected and described within the Electronic Banking Service or that we establish from time to time. We have the right to deny access to Electronic Banking Service(s) without prior notice if we are unable to confirm (to our satisfaction) authority to access Electronic Banking Service(s) or if we believe it is necessary for security reasons.
- b. Selection of Security Procedures. The Security Procedures applicable to each Authorized Account and each Electronic Banking Service will include those selected by you within the Electronic Banking Service. You will take every precaution to ensure the safety, security and integrity of your Authorized Account(s) and transactions when using Electronic Banking Service(s). You agree to use Security Procedures and other security measures available through the Electronic Banking Service to minimize the risk of fraud.
- c. General Security Procedures. You agree to the following Security Procedures which are applicable to all Electronic Banking Services:
 - 1) Passwords and Credentials.
 - a) User ID/Password.
 - (1) We will provide an initial password ("Initial Password") to you to log in to the Electronic Banking Service. You must change this Initial Password to a new password chosen by you (or an Authorized Person if applicable) when you first log in to the Electronic Banking Service.
 - (2) User IDs and passwords issued to you may include, but are not limited to, AnchorLink ID, AnchorLink Password, Anchor Remote User Name, Anchor Remote Password and Anchor Remote Company.

- (3) You must change all passwords regularly. We may also require you to change your passwords at any time.
 - b) We will maintain reasonable security and control over any Credential(s) assigned by us to you. At your option, certain internet browsers, financial data aggregators, the Direct Connect system or mobile applications will allow you to save your USER ID and/or Password. If you select this option you remain solely liable for any risks associated with third party access to your Authorized Accounts.
 - c) You will take reasonable steps to safeguard the confidentiality of all Credentials, and you will not provide any Credentials or access information to any unauthorized persons. If you provide any Credentials or access information to any unauthorized person, you assume all risk of loss in doing so.
 - d) We will never ask for any Credentials and our employees do not need and should not ask for Credentials. You agree not to respond to any requests purporting to be from us for your Credentials under any circumstances.
 - e) We may issue you a secure token (a "Security Token") in connection with utilization of the Electronic Banking Service(s) under this Agreement and if a Security Token is issued you shall only be permitted to utilize certain of the Electronic Banking Service(s) via the password provided on the Security Token.
 - (1) The Security Token must be registered with us, after which time it will provide a new password every 60 seconds which you can use in connection with the applicable Electronic Banking Service(s).
 - (2) If you know or believe that a Security Token has been lost, stolen or otherwise misappropriated or compromised, you agree to immediately provide written notice, whether via e-mail, facsimile or otherwise. We shall not be liable for any Transaction Request transmitted prior to receiving notice of a lost Security Token. Upon receipt of written notice, we will suspend the Security Token.
 - (3) You shall be responsible for all fees associated with use of the Security Token.
- 2) Supported Device(s) and Systems.
- a) You will establish and maintain reasonable security and control of your Supported Device(s) and related systems.
 - b) You will lock Supported Device(s) during times Supported Device(s) are not being used.
 - c) You will not leave any Supported Device(s) or other devices with access to Electronic Banking Service(s) unattended while logged into Electronic Banking Service(s).
 - d) It is your responsibility to ensure that Supported Device(s) are free from computer viruses.
 - e) You will maintain, update and upgrade your Internet browser, software or mobile applications, as applicable, and other systems on a regular basis.
 - f) You will use a cellular phone or other mobile device that is web-enabled, is capable of receiving text messages and supports Secure Sockets Layer ("SSL") Protocol.
- 3) Review of Account(s) and Statements.
- a) You will review transactions and balances on all of your Authorized Account(s) on a regular basis. You must report any unauthorized transaction to us immediately.
 - b) You will examine Statements we provide to you and immediately advise us of any unauthorized transactions.
- 4) Email Alerts. If selected as an option by you in the Electronic Banking Service, we will confirm all events subject to email alerts through an email alert to you at your email address of record. You may choose to receive email alerts and/or change your email alert settings by logging in to the Electronic Banking Service. Due to the dependence on internet and third parties we expressly disclaim any guarantee of delivery of email alerts or the timeliness of delivery.
- 5) Text Alerts. If selected as an option by you in the Electronic Banking Service, we will confirm all events where text alerts are available through a text alert to you at your phone number of record. You may choose to receive text alerts and/or change your text alert settings by logging in to the Electronic Banking Service. Your receipt of the first text alert in connection with an Electronic Banking Service will be notice that text alerts have been selected and that you will continue to receive text alerts going forward. Due to the dependence on service providers and third parties we expressly disclaim any guarantee of delivery of text alerts or the timeliness of delivery. Normal text and data charges from your wireless provider may apply.
- 6) Notification to Us. You must immediately notify us in the event that any of your Supported Device(s) used to access Electronic Banking Service(s) are lost or stolen, if you become aware of any unauthorized use of your

Supported Device(s) or Credentials or if you become aware of any other security breach involving your Supported Device(s) or Credentials.

- 7) Accuracy of Transaction Requests. You must ensure the accuracy and completeness of Transfer Requests provided to us.
- 8) Cancellations and Amendments. You agree to use the same Security Procedures for cancellation and amendment requests as you use for Transfer Requests.
- 9) Callback. We will utilize best efforts to make a telephonic callback ("Callback") to you for any Transfer Request involving an ACH credit or Wire Transfer when the amount of the Transfer Request exceeds \$50,000.00. Typically no ACH credit or Wire Transfer exceeding \$50,000 will be sent without first completing the Callback, however, we reserve the right to determine, in our discretion, whether a Callback is necessary and whether funds will be held pending completion of a Callback. We may, but are not required, to make a Callback on any other Transfer Request.
- 10) Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit or Anchor Remote services, as applicable, in your possession and your records relating to such items and transmissions.
- 11) Changes in Security Procedures.
 - a) Credentials. You may request the immediate termination or deactivation of any Credential. We will use reasonable efforts to terminate or deactivate Credential(s) as soon as reasonably possible.
 - b) Written Request. You must make a written request to us in order to have Credentials issued or re-issued or to make any other changes in Security Procedures.

Additional Security Procedures for Business Electronic Banking:

- 12) Users. You must communicate Security Procedures to all Users. Each person that is provided access to your Supported Device(s) or Credentials by an Authorized Person or Systems Administrator will be deemed a User for purposes of this Agreement. You will ensure Users will memorize assigned Credential(s) capable of being memorized and not write them down.
- 13) Internal Controls. You will: (a) limit access to your Credentials to persons who have a need to know such information; (b) closely and regularly monitor the activities of employees or other authorized persons who access Electronic Banking Services; (c) prohibit your employees, other authorized persons and agents from using Electronic Banking Services without proper supervision and adequate controls; and (d) change your passwords or PINs whenever anyone who has had access to them is no longer employed or authorized by you to use Electronic Banking Services.
- 14) Callbacks. Certain designated individuals will be authorized to receive Callbacks ("Authenticators"). Every Authorized Person, Systems Administrator and authorized Account signer will be deemed an Authenticator, as will every individual associated with a specific username for Transaction Requests initiated by that username. In making Callbacks, we will call the telephone number listed in our records for the Authenticator receiving the Callback. We are not required to contact anyone else other than Authenticators pursuant to a Callback.
- 15) Change Requests. A written request made pursuant to section 8(c)(9)(b) or any request to add or delete Authorized Person(s), System Administrator(s), or Authenticator(s) must be made by an Authorized Person with authority to make changes to this Agreement, as provided in your Application(s) or any amendments thereto or in an Authorization we reasonably believe to be issued by you.
- 16) Supported Devices. You will ensure that Supported Device(s) used to access Electronic Banking Services are free from computer viruses, and you will install adequate protection in such Supported Device(s). To protect against and detect viruses and other destructive components, you will have Supported Device(s) and related systems examined at least weekly for any such viruses or components.

- d. Service-Specific Security Procedures. In using any of the following Electronic Banking Services, you agree to the Security Procedures applicable to that Electronic Banking Service:
 - 1) AnchorLink. We will provide you with one or more passwords and usernames, or user specific codes for accessing AnchorLink.
 - 2) Mobile Banking. We will provide you with one or more passwords or user specific codes for accessing Mobile Banking from your supported mobile device.

- 3) Bill Payment. Bill payment transactions are not subject to a Callback or Maximum Authorized Amount for any Business Day. We will not require your signature to debit your Authorized Account to complete bill payments.
- 4) Record Retention. You will maintain the original paper check delivered to us using Mobile Deposit or Anchor Remote, as applicable, in a secure container located in a secure area. No later than a forty-five (45) day period, you will destroy the original check in a way that that will prevent the disclosure of non-public information.

Additional Services-Specific Security Procedures for Business Electronic Banking Customers only:

- 5) Anchor Remote. If available to you as an Electronic Banking Service, Anchor Remote deposits initiated using AnchorLink will require the use of an AnchorLink ID, password and an AnchorLink Security Token or other Credential(s) provided by us.
 - 6) ACH Services. If available to you as an Electronic Banking Service, ACH initiated using AnchorLink will require the use of an AnchorLink ID, password and an AnchorLink Security Token or other Credential(s) provided by us.
 - 7) Wire Transfers. If available to you as an Electronic Banking Service, Wire Transfers initiated using AnchorLink will require the use of an AnchorLink ID, password, and an AnchorLink Security Token or other Credential provided by us.
 - 8) Positive Pay; ACH Filter; Account Reconciliation; Online EDI. If available to you as an Electronic Banking Service; Positive Pay, ACH Filter, Account Reconciliation and Online EDI will require the use of an AnchorLink ID and password.
- e. Transaction Requests/Cancellations. No agreement or instruction by you restricting acceptance of any Transaction Request or Cancellation is binding on us except as set forth in this Agreement
 - f. Termination for Non-Use. We have the right to have your access to Electronic Banking Services be deemed dormant after six (6) months of non-use, wherein, you will need to contact AnchorLink Support before being permitted to access any Electronic Banking Service(s). Further, we have the right to terminate your access to any Electronic Banking Service(s) if you do not use that service at least once in any thirteen (13) month period or if all your accounts are deemed inactive for reasons including, but not limited to, an account being paid off, closed or redeemed.
 - g. Additional Security Procedures. We may, at our option, offer you additional Security Procedures to enhance the security of your Authorized Account(s) and Electronic Banking Service(s). We have the right to implement additional verification and identification steps, factors or procedures that we deem necessary or appropriate in our discretion. These may be implemented as an amendment to the Security Procedures selected by you or as an additional Security Procedure available to you.
 - h. Fraud Prevention. For additional helpful recommendations and information on preventing fraud when conducting online transactions, please see the "Fraud Prevention" guidelines available on AnchorLink at www.anchorlink.com/protection.htm or by accessing AnchorLink.com and clicking the "Fraud Prevention" link at the bottom of the page.

Additional Provisions for Business Electronic Banking Customers only:

- i. Reliance on Written Requests. We may act upon oral or written requests reasonably believed by us to be from a User or another person authorized to access Electronic Banking Services.
- j. Cancellation or Alteration of Transaction Requests. Notwithstanding any course of dealing between you and us to the contrary, no Cancellation or alteration of any Transaction Request will be binding on us unless it is otherwise set forth in writing and signed by an authorized representative of you and an officer of ours and we have had reasonable opportunity to act before any affected Cancellation or Transaction Request is processed by us.
- k. Optional Fraud Protection Tools. The following are offered as optional fraud protection tools through AnchorLink. While not required, we strongly recommend utilizing these fraud protection tools to help reduce the risk of any unauthorized use of your Electronic Banking Service(s) or Authorized Account(s).
 - 1) Dual Control for ACH & Wires. Dual Control is an extra layer of security helps prevent a fraudulent user from initiating wires or ACH by themselves.
 - 2) Time Restrict. Time Restrict blocks user logins outside of hours specified by the Systems Administrator.
 - 3) IP Restrict. Systems Administrators can provide us with a list of IP addresses allowed for login. Users will be denied access if trying to login from an IP address not on the approved list.
 - 4) Limits. System Administrator can set limits for individual users for transfers, ACH, and Wire Transfers.
- l. Amended or New Security Procedures. No amendment to existing Security Procedures or adoption of new Security Procedure(s) shall constitute an admission or other evidence that Security Procedure(s) were not or are not commercially reasonable.

9. SOFTWARE AND OTHER PROPRIETARY DATA

a. License to Use.

- 1) During the term of this Agreement, you will have a limited license to use Electronic Banking Service(s) user manuals and other implementation and reference guides ("Proprietary Data").
- 2) If you are approved to use Electronic Banking Service(s), you will have a limited license to use the related system software ("Software").
- 3) Proprietary Data and Software limited licenses cannot be transferred to any other person.
- 4) You are not purchasing title to any Software or Proprietary Data.

b. Your Promises.

- 1) You will not copy Software or Proprietary Data or use Software or Proprietary Data independently of Electronic Banking Service(s).
- 2) You will not decompile or reverse engineer any code contained in the Software.

c. Third Party Software or Systems.

- 1) Any software provided by us for use with the Electronic Banking Service(s) includes software owned and copyrighted by third parties and will be sub-licensed to you by us, subject to the terms, conditions and limitations of our license from such third parties.
- 2) Use of any software or systems made available to you by our third party vendors or service providers, including the Federal Reserve Board, will be subject to the license terms, conditions and requirements established by those third parties from time to time.
- 3) No third party will provide any support services, upgrades or technical assistance in connection with Software owned by it.

10. RESPONSIBILITIES; LIABILITIES

a. Availability of Electronic Banking Service(s).

- 1) We will use reasonable efforts to make Electronic Banking Service(s) available for your use on a continuous basis. However, accessibility to Electronic Banking Service(s) may be interrupted or delayed or Electronic Banking Service(s) may be unavailable or malfunctioning because of conditions beyond our control, including outages in Internet or mobile services availability. Your access to Electronic Banking Service(s) may be subject to delays, malfunctions or other inconveniences.
- 2) Electronic Banking Service(s) may also be unavailable for short periods of time for regular or emergency system maintenance. We cannot guarantee that regular or emergency system maintenance will not disrupt your use of Electronic Banking Service(s), though we will attempt to schedule maintenance during non-peak hours and we will attempt to re-establish Electronic Banking Service(s) as promptly as possible.
- 3) We cannot guarantee and are not responsible for the availability of Electronic Banking Service(s), and we will not be liable for any delay or interruption in or any unavailability of Electronic Banking Service(s).

b. Our Liability.

- 1) Unless otherwise provided by this Agreement, we will only be liable for your actual damages to the extent we fail to exercise ordinary care in performing our obligations under this Agreement, and then only to the extent such damages are recoverable under applicable law.
- 2) We will be deemed to have exercised ordinary care if our actions or failure to act have been in conformity with our prescribed Security Procedures and other procedures, and these procedures do not vary unreasonably from general banking practices and are not specifically disapproved by applicable law.
- 3) Except as otherwise provided by applicable law or this Agreement, we will not be liable for our inability to perform our obligations under this Agreement if we have taken reasonable precautions and exercised the diligence required by the circumstances when our inability to perform is the result of causes beyond our control. Causes beyond our control include, among others, any act of God, accident, equipment failure, system failure, labor dispute or the failure of any third party to provide any electronic or telecommunication service used in connection with any Electronic Banking Service.
- 4) In no event shall we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, licensors or third-party service providers be liable to you for any consequential, indirect, incidental, special or punitive damages in any action arising out of or in connection with this Agreement, Electronic Banking Service(s) or your inability to use Electronic Banking Service(s), even if you have been advised of the possibility of such damages.

- c. Contact Information. You are responsible for assuring that any contact information provided to us is current and accurate. You are solely responsible for updating any contact information provided to us and you must notify us immediately of any change to any such contact information. We are not responsible for any errors or losses resulting from inaccurate or outdated contact information.
- d. Account Information; Communications; Errors.
 - 1) If you use any Electronic Banking Service(s) to access information regarding your Authorized Account(s), we do not guarantee the reliability of this information. Any information provided through Electronic Banking Service(s), including information regarding your Authorized Account(s), is subject to verification by us.
 - 2) Not all information regarding your Authorized Account(s) can be accessed via Electronic Banking Service(s). Authorized Account information accessed via Electronic Banking Services may not include all Authorized Account activity and may differ from other records provided to you due to deposits in progress, outstanding payments or charges, or other reasons.
 - 3) Authorized Account information accessed via Electronic Banking Service(s) should not be considered an official record.
 - 4) We will provide information accessible through Electronic Banking Service(s) on a best efforts basis for your convenience, however, we are not liable for: (a) any deficiencies in the accuracy, completeness, availability or timeliness of such information; (b) any errors or omissions in the delivery or transmission of such information; or (c) any investment or other decision made by you using this information.
- e. Risks of Using Electronic Banking Service(s).
 - 1) The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of malicious code, and your use of your hardware and software is at your own risk. We will use reasonable efforts to secure Electronic Banking Service(s) to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of Electronic Banking Service(s) or your hardware or software could be compromised or malicious code could be introduced by third parties. Unless otherwise provided by this Agreement, we will not be responsible or liable for any security breaches and are not responsible for the acts of third parties. We will provide you with notice of any security breach of which we become aware as required by applicable law.
 - 2) Communications you send to us or receive from us may be subject to unauthorized interception or access by third parties. We and our service providers have established certain security procedures and will use commercially reasonable efforts to prevent the unauthorized interception of such communications, however, we do not guarantee that inquiries or transaction activity will be completely secure and communications you send to us or receive from us may not be encrypted. You assume all risk that any communications sent or received by you using Electronic Banking Service(s) or stored on your device may be intercepted or accessed by unauthorized third parties. We will provide you with notice of any unauthorized interception or access of communications of which we become aware as required by applicable law.
- f. Unaffiliated Service Providers. We cannot guarantee and are not responsible for any services provided by unaffiliated service providers. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with any of your agreements with unaffiliated service providers or in connection with any device, hardware, software or any other product or service you purchase from others relating to your use of Electronic Banking Service(s). You are responsible for any charges imposed by any unaffiliated service provided in connection with your use of Electronic Banking Service(s) and for any damages or harm caused to the AnchorLink system owing to a security breach introduced by an unaffiliated service provider utilized by you.
- g. Your Supported Devices and Software.
 - 1) You are responsible for maintaining all equipment used in connection with Electronic Banking Service(s). You will conduct routine maintenance and apply upgrades as necessary to keep equipment in good working order.
 - 2) We will not be responsible or liable for any errors or failures from any malfunction of your Supported Device(s) or any of your other hardware or software. We do not guarantee functionality of Electronic Banking Service(s) on any devices.

11. LIMITED WARRANTY

- a. We represent and warrant that we have developed the Electronic Banking Service(s) (other than those portions furnished by third party vendors or service providers) and have the right to provide the Electronic Banking Service(s) to you.

- b. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ELECTRONIC BANKING SERVICE(S) AND ANY RELATED SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF ELECTRONIC BANKING SERVICES AND ANY RELATED SOFTWARE AND ANY MATERIAL OBTAINED VIA ELECTRONIC BANKING SERVICE(S) IS AT YOUR OWN DISCRETION AND RISK.
 - c. Any software and its associated documentation provided by us are provided "as is." This warranty is in lieu of all other warranties, expressed, implied or statutory, including but not limited to implied warranties of quality, performance, merchantability and fitness for a particular purpose.
 - d. NO THIRD PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
12. ADDITIONAL PROVISIONS APPLICABLE ONLY TO PERSONAL ELECTRONIC BANKING CUSTOMERS
- a. Liability for Unauthorized Transactions; Our Liability for Failure to Make Transfers; Errors or Questions. Please refer to the Electronic Funds Transfer Agreement and Disclosures ("EFTA Disclosure") issued as part of your Account Agreement(s). A copy of this EFTA Disclosure can be accessed on at www.anchorlink.com/eft.htm.
13. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ELECTRONIC BANKING CUSTOMERS
- a. Commercially Reasonable Security Procedures. You acknowledge that you have reviewed the Security Procedures offered by us, that such Security Procedures are commercially reasonable and that in selecting one or more Security Procedures or requesting that all or any part of a Security Procedure be curtailed, deactivated or otherwise modified, you have elected not to use other commercially reasonable procedures.
 - b. Our Reliance on Transaction Requests.
 - 1) Except as otherwise provided under applicable law, you are liable for all transactions initiated using the Security Procedures selected on your Application(s), including transactions initiated using a procedure that has been curtailed, deactivated, or otherwise modified by or at your request. All such transactions will be deemed authorized regardless of whether these transactions were initiated by you, any User or any other person authorized to act by or on your behalf. You will be bound by instructions, whether authorized or unauthorized, unless you have given us prior notice of possible unauthorized use and we have had reasonable opportunity to act. You are fully responsible for any instructions sent to us using any of your Supported Device(s) or Credentials, and you authorize us to act on these instructions. We will not be liable for any damage resulting from unauthorized transactions using your Supported Device(s) or Credentials.
 - 2) You are responsible for any Transaction Request transmitted or authorized by you or any User regardless of (i) whether or not we complied with Security Procedures with respect to any Transaction Request; (ii) whether or not a Transaction Request was erroneous in any respect; and (iii) whether or not such an error would have been detected if we had complied with such Security Procedures. You assume all risk of loss with respect to any Transfer initiated by a User who has failed to comply with Security Procedures and you will hold us harmless from and against any loss caused by such failure.
 - 3) We are not responsible for the detection of errors contained in any Transaction Request or Cancellation and are entitled to rely on any information contained in any Transaction Request or Cancellation.
 - 4) The Security Procedures are in addition to and do not limit or otherwise revoke or affect any separate authority for any person (whether by course of dealing or otherwise) to issue Transaction Requests or Cancellations in your name.
 - c. Security Breaches/Interception of Information.
 - 1) We have no responsibility or liability for any data security breach or compromise that may occur as a result of using Electronic Banking Service(s).
 - 2) We have no responsibility or liability if any information communicated in any method or manner agreed to by you is intercepted by an unauthorized person.
 - d. Error in Payment or Transfer. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by applicable law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you cancelled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the

amount per your instructions, or if we permit an unauthorized payment or transfer after we have had reasonable time to act on a notice from you of possible unauthorized use, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where we are headquartered for each day interest is due, completed on the basis of a 360-day year.

e. Our Liability.

- 1) Your Failure to Follow Security Procedures. We will not be liable for any damages caused by your failure to follow Security Procedures.
- 2) Your Negligence. Except as otherwise provided by law, we are not liable for your errors or negligent use of Electronic Banking Services. We are not liable for and will not cover losses due to: (i) unauthorized access to your Authorized Account(s) resulting from your negligence; (ii) failure to report unauthorized access of your Authorized Account (s) promptly; (iii) input errors; or (iv) misuse of any Electronic Banking Service.

f. Obligation to Examine Records. You will review transactions and balances on all of your Account(s) daily and notify us immediately of any erroneous transfers. We will not be responsible for any error in transferring funds if you fail to notify us of erroneous Transfer within thirty (30) days after we provide or make available to you a Statement or balance showing an erroneous Transfer.

14. ILLEGAL USE

- a. You must not use any Electronic Banking Service or the content or information delivered through Electronic Banking Service(s) to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound.
- b. You must comply with all applicable laws, rules and regulations in connection with your use of Electronic Banking Service(s).
- c. You represent and warrant that each electronic communication submitted to us through any Electronic Banking Service covered by this Agreement will comply with this Agreement and all applicable law, including all requirements imposed under the Bank Secrecy Act, the Money Laundering Control Act and the USA PATRIOT Act.

15. INTERNATIONAL USE

- a. The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations. Electronic Banking Service(s) may contain Controlled Technology. You will access and/or download Controlled Technology only in the United States.
- b. If you choose to access Electronic Banking Service(s) from locations outside the United States, you do so at your own risk and you will be responsible for compliance with local laws, rules and regulations that may be applicable pursuant to such use.

16. YOUR INDEMNIFICATION

Except to the extent that we are otherwise liable under this Agreement, you will indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any third party claims, liability, damages or costs (including reasonable attorneys' fees) arising from (a) any claim by a third party ("Claim") alleging that a Transaction Request or other activity violates the rights of any third party, or violates any law, rule, regulation, ordinance, court order or other mandate or prohibition; except to the extent the Claim is caused directly by our failure to act in accordance with your instructions as provided by this Agreement; (b) the breach of any representation, warranty or promise made by you in this Agreement; (c) your violation of any law, rule or regulation, including those of foreign countries (d) your violation of any rights of a third party; or (e) your use of Electronic Banking Service(s). This indemnification will survive termination of this Agreement with respect to acts or omissions occurring during its term.

17. USE OF FUNDS TRANSFER SYSTEMS, SYSTEM RULES AND REPRESENTATIONS AND CHOICE OF LAW

Any bank may facilitate a Transaction Request or Cancellation by use of any automated clearing house ("ACH"), Fedwire or other funds transfer system, regardless of the manner in which you initiated any particular Transaction Request. Transaction Requests will be subject to applicable ACH, Fedwire or other system rules ("System Rules"), and you agree to be bound by these System Rules. Terms defined by System Rules have the meanings given to those terms in the System Rules unless they are otherwise defined in this Agreement. You represent, warrant, and promise to us that: (a) at the time each Transaction Request (or any related adjustment, reversal or Stop Payment or posting requested by you) or any Cancellation is executed, made or transmitted by us, the information regarding it provided by you is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement; (b) if a

Transaction Request requires the authorization of a third party, you will keep a copy of any required authorizations on file and make them available to us upon request; and (c) each Transfer Request initiated by you is in compliance with the laws of the United States of America, including but not limited to economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, you are bound by NACHA operating rules, and the guidelines which are part of the NACHA operating rules, and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. The operating rules are available upon request. If the accounts to be debited and credited by a Transaction Request are both maintained by us, the Intra-Bank Transfer or related Cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer Request or Cancellation relates to or is part of a transaction, portions of which are subject to the EFTA, as may be in effect from time to time, all actions and disputes between you and us concerning that Electronic Banking Services or Cancellation shall be determined pursuant to UCC Article 4A except to the extent EFTA otherwise requires. We may execute Payment Orders through Fedline (the funds transfer system owned and operated by the Federal Reserve Bank) and such Payment Orders will be governed by Subpart B of Regulation J of the Federal Reserve Board.

Additional Provisions for Business Electronic Banking Customers only.

We will be responsible for selecting an ACH operator for transmission of the ACH entries. ACH files you submit to us must be formatted according to NACHA requirements. We will provide a copy of the current NACHA Rules to you upon request.

18. SETTLEMENT RESERVE

You may be required to maintain a reserve ("Settlement Reserve") in an amount to be determined by us at our discretion. Any Settlement Reserve will be deposited in a bank account for our exclusive for purposes of offsetting any of your obligations under this Agreement. If your Settlement Reserve falls below the required amount, we have the right to immediately replenish the Settlement Reserve by withdrawing these funds from your Authorized Account(s) or by a direct deposit to the Settlement Reserve. No interest will be paid on the Settlement Reserve. You grant us a security interest in any Settlement Reserve so that we may enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve will survive the termination of this Agreement for the duration of the termination period during which time our security interest shall continue.

19. RIGHT OF SETOFF

We will have a right of setoff for any and all fees, returns and refunds owed to us by you under this Agreement. This right of setoff may be exercised against any of your accounts held by us in which you have an ownership interest or right of withdrawal.

20. RECORDING AND USE OF COMMUNICATIONS

All telephone conversations and data transmissions between you, us or any third parties used by you or us in connection with Electronic Banking Service(s) may be recorded and retained by us and our third party service providers by use of any reasonable means. This data will be used by us to provide Electronic Banking Service(s) and as provided in our customer information policies, subject to applicable law.

21. CHANGE IN TERMS AND OTHER AMENDMENTS

- a. Our Right to Amend. We have the right to amend or change this Agreement or modify the terms of use for Electronic Banking Service(s) from time to time. This includes adding new or different terms or modifying or removing terms (together these are referred to as "Changes" or a "Change").
- b. Notice. We may notify you of Change(s) in any of the following ways: (a) sending written notice to you at your Mailing Address; (b) including a message with your Statement; or (c) providing notice to you in electronic form as permitted under the section entitled "E-SIGN Consent."
- c. Time for Giving Notice. Notice of any Change(s) will be given to you at least fifteen (15) days before the effective date of the change applies. EFTA requires twenty-one (21) days' notice for certain changes. If EFTA applies to a Change, we will provide twenty-one (21) days' notice. If any other federal or state law requires a longer notice period, we will comply with that requirement.
- d. When Notice is Deemed Given. Notice of any Change(s) will be deemed to have been given to and received by you on the third business day after notice of the Change(s) was provided or made available to you.
- e. Your Consent. Your continued use of your Authorized Account(s) or Electronic Banking Service(s) after the effective date of any Change will constitute your acceptance of any such Change.
- f. Application of Change(s). Unless otherwise provided by law, Change(s) to this Agreement will apply only to transactions that occur, or claims that arise, after the Change(s) become effective.

22. ADDITIONAL TERMS

- a. Governing law; Jurisdiction. This Agreement shall be governed by the laws of the State of Minnesota. You consent to the jurisdiction of the courts of the State of Minnesota and waive any argument that such a venue is inconvenient.
- b. Taxes. You are responsible for all tariffs, duties, or taxes (excluding U.S. federal, state, and local taxation of our income) imposed by any government or governmental agency in connection with any payment order processed under this Agreement.
- c. Beneficiaries. This Agreement is only for your and our benefit and is not intended to and does not grant any rights to or otherwise benefit any other person.
- d. Assignment. You are prohibited from assigning this Agreement, or any of your rights or duties under this Agreement, or any accounts created under this Agreement to any person without our prior written consent. We have the right to assign all or part of our rights and duties under this Agreement to anyone for any reason.
- e. Third Party Service Institutions. We may rely upon other financial institutions or entities ("Service Institutions") to provide you with Electronic Banking Service(s). You will cooperate with us if any Service Institution requires additional information or data in connection with a specific Electronic Banking Service. You consent to the sharing of your information with any Service Institution as may be necessary to complete a particular transaction or otherwise provide Electronic Banking Services.
- f. No Fiduciary Relationship. We are not your advisor or fiduciary with respect to this Agreement or any Electronic Banking Service(s).
- g. Account Agreements, Disclosures, Entire Agreement. Unless modified by this Agreement, all provisions of the Account Agreement(s) between you and us and our EFTA Disclosure (if applicable) will remain in full force and effect during the term of this Agreement, including all fees and charges. If this Agreement conflicts with your Account Agreement(s), this Agreement shall control. Unless provided otherwise, this Agreement and any related Application(s) and Application addendum(s) constitute the entire agreement and understanding between you and us relating to Electronic Banking Service(s), and this Agreement supersedes all prior agreements and understandings between you and us relating to those services. The terms and conditions of this Agreement are in addition to, and do not modify or otherwise affect, the terms and conditions of any other agreement or arrangement between us.
- h. Notices. All notices and other communications provided for in this Agreement shall be in writing and sent to your Mailing Address or, if expressly permitted, by telephone or electronically as provided in this Agreement or made available to you from time to time.
- i. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision will be deleted and the remainder of the Agreement will remain in full force and effect. If allowed by law, the illegal, invalid, or unenforceable terms will be amended as necessary to make them valid and enforceable.
- j. No Waiver. No delay or failure on our part in exercising any of our rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by us shall constitute a waiver of its right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

Additional Provisions for Personal Electronic Banking Customers only:

- k. Termination. Either you or we may terminate this Agreement and Electronic Banking Service(s) at any time by giving notice of termination to the other party. If you terminate Electronic Banking Services, you authorize us to continue making transfers and bill payments that you previously authorized and continue to charge all applicable fees until we have had a reasonable opportunity to act on your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Authorized Account(s), including any transfers or payments you may have previously authorized. If we terminate your Electronic Banking Service(s), we will not be liable for any losses related to payments not made due to termination.

Additional Provisions for Business Electronic Banking Customers only:

- l. Events of Default. The occurrence of any of the following shall be deemed an Event of Default under this Agreement: (a) any breach or default by you under the terms of this Agreement; (b) any breach or default under the terms of any other note, obligation, mortgage, assignment, guaranty, other agreement or other writing to which you are a party; (c) your insolvency, death, dissolution, liquidation, merger or consolidation; (d) any appointment of a receiver, trustee or similar officer of any your property; (e) any assignment for the benefit of your creditors; (f) the commencement of any proceeding under any bankruptcy, insolvency, receivership, dissolution, liquidation or similar law by or against you; (g) the issuance or levy of any writ, warrant, attachment, garnishment, execution or other process against any of

your property; (h) the attachment of any tax lien to any of your property; (i) any statement, representation or warranty made by you (or any representative of you) to us at any time is incorrect or misleading in any material respect when made; (j) there is a material adverse change in your condition (financial or otherwise), business or property; or (k) we believe in good faith that the prospect of due and punctual payment or performance of your obligations under this Agreement is impaired.

- m. Evidence of Authority. When you deliver your Application(s) to us, you must provide us with an Authorization or other evidence satisfactory to us regarding the authority of the signatory of this Agreement to execute the Agreement and such other documents as we may reasonably require. We are entitled to rely upon such evidence and upon amendments thereto executed by a Representative.
- n. Financial Information. If any Electronic Banking Service(s) are selected on your Application(s), at least once every twelve (12) months you must provide us with such financial statements and other information as we may reasonably request, including but limited to transaction volume and location changes. You understand that this financial and credit information must be updated at our request and if your financial condition changes. From time to time at our request, you shall provide us with current financial statements in a form acceptable to us to allow us to assess your financial condition.
- o. Credit History; Credit Report. You authorize us to check the credit history, to have a consumer credit report prepared, and to check the employment history of the principal owners of your business for purposes of evaluating our risk of nonpayment under this Agreement.
- p. Site Inspections. We reserve the right to perform periodic site inspections to ensure compliance with this Agreement.
- q. Notices. We may send Communications to your Mailing Address and/or electronic address show on our records, whether or not that address includes a designation for delivery to the attention of any particular individual.
- r. Successors. This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- s. Term and Termination.
 - 1) Subject to our acceptance and approval, this Agreement will be effective upon the signing of any Application(s) for services.
 - 2) Unless otherwise noted, either you or we may terminate this Agreement upon at least fifteen (15) days' advance written notice.
 - 3) Any termination of this Agreement shall not alter the obligations of either party arising prior to such termination.
 - 4) We may suspend or terminate Electronic Banking Service(s) for security reasons or as may be required by law, regulation, or bank regulatory authority.
 - 5) We may terminate this Agreement immediately and without prior notice upon an Event of Default.

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