

## Business Digital Banking Agreement

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

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

### 1. Enrollment in Business Digital Banking.

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

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

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

## 2. Multiple Accounts and Relationships Linked to Selected Services.

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

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

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

an instruction to AB&T is accompanied by an Access Code, the transaction will be deemed authorized by Customer.

**Security Notice to Customer and Administrator(s).** Customer completing Business Digital Enrollment and Administrator(s) managing Business Digital Banking agree to implement internal supervisory procedures to assure all authorized individuals accessing selected services are familiar with and implement best practices adaptable to Customer's operations environment; taking into consideration Customer responsibilities for information security, Business Digital Banking control considerations, and Business Digital Banking fraud prevention techniques (see Appendix A).

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

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

A Customer choosing Transfers and Payments services among selected services and the Administrator(s) must remember that should Customer change signers on one or more accounts or experience employee turnover, it is Administrator's responsibility to

encumber and terminate affected individual's access to selected services. AB&T will not be held liable for Customer losses should Customer, Administrator(s) or Users fail to properly protect Customer's assets due to negligence in securing User ID and Security Token, which are never to be shared among multiple individuals.

If Customer, Administrator, or User suspects a User ID or Security Token may have been compromised or one or more unauthorized transactions may have occurred on one or more Accounts, the individual(s) suspecting such events shall contact AB&T as quickly as administratively feasible by calling toll-free 1-877-626-2265 or 877-392-5132 Option 2.

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

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

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

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

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

Confidentiality Agreement addressing AB&T's requirements regarding nonpublic personal information.

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

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

- c. Neither AB&T nor its third-party data processing support vendor will be liable for uncompleted Customer transactions if AB&T or its authorized agent reasonably believes that a received transaction may not have been received from Customer and based on unsuccessful follow-up by AB&T or its authorized agent to confirm the authenticity of the received transaction, does not permit the transaction to complete.
  - d. Neither AB&T nor its third-party data processing support vendor will be liable if circumstances beyond the commercially reasonable control of AB&T and its third-party data processing support vendor prevent completion of a funds transfer or bill payment, despite commercially reasonable precautions taken by AB&T and its third-party data processing vendor. Such circumstances include, but are not limited to, computer failure, telecommunication outages, pandemic emergencies, postal strikes and other labor unrest, delays caused by payees, fires, floods, severe weather, other natural disasters, and acts of arson, civil disobedience, unlawful destruction, terrorism, and war. There may be other exceptions to AB&T's liability as stated in Customer's other agreements with AB&T.
- 9. Customer Periodic Due Diligence Review.** Customer agrees to conduct at least annually an internal review of its Business Digital Banking operations and processes, including its Information Technology infrastructure supporting its Business Digital Banking operations using criteria that take into consideration information security and internal control. Customer shall provide Notice to AB&T and fully describe any matters of concern pertaining to Business Digital Banking identified by internal or third-party external audits. Customer further agrees, upon reasonable notice by AB&T, to permit AB&T to audit, inspect, and review Customer's Business Digital Banking operations and processes. Customer acknowledges that AB&T may from time to time require that Customer develop and adopt internal controls and processes related to its Business Digital Banking operations as mandated by AB&T as a condition to AB&T's agreement to continue providing the selected services to Customer.
- 10. Contingency.** In the event Customer cannot access selected services provided through Business Digital Banking for intervals of time exceeding its own standards, Customer may elect to use its contingency plans to accomplish its business activities in an alternative manner. Contingency plans, without limitation, may include one or more of the following:

<u>Business Digital Banking Activity</u>	<u>Contingency Plan</u>
Account balance or transaction inquiry	<ul style="list-style-type: none"> <li>• Bank by Phone inquiry</li> <li>• Back Office Support Services phone inquiry</li> <li>• Over-the-counter inquiry at AB&amp;T office</li> </ul>
ACH Origination	<ul style="list-style-type: none"> <li>• Customer direct issue of paper check</li> <li>• Customer direct issue of paper invoice</li> <li>• Delivery of exported file to send to correspondent bank.</li> </ul>
Account Reconciliation / Positive Pay	<ul style="list-style-type: none"> <li>• Back Office Support Services phone inquiry</li> </ul>
Bill Pay	<ul style="list-style-type: none"> <li>• Customer direct issue of paper check</li> <li>• Wire Transfer Request</li> </ul>
Book or Express Transfer	<ul style="list-style-type: none"> <li>• Bank by Phone Transfer</li> <li>• Universal Banker phone transfer</li> <li>• Over-the-counter transfer at AB&amp;T office</li> </ul>
Electronic Statement	<ul style="list-style-type: none"> <li>• Paper statement from Back Office Support Services</li> </ul>
Reports	<ul style="list-style-type: none"> <li>• Paper reports prepared by AB&amp;T</li> </ul>
Wire Transfer Request	<ul style="list-style-type: none"> <li>• Over-the-counter wire at AB&amp;T office</li> <li>• Signed &amp; notarized written request delivered by courier, ground, or overnight transportation to AB&amp;T's Davenport office</li> </ul>

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

**AB&T Limitations of Liability.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, AB&T WILL NOT BE LIABLE TO CUSTOMER OR RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING IN CONNECTION WITH RELIANCE ON THE INTERNET, A FAILURE OF THE COMMUNICATIONS NETWORK, CUSTOMER'S EQUIPMENT, OR IN CONNECTION WITH ANY EVENT BEYOND AB&T'S REASONABLE CONTROL,



INCLUDING BUT NOT LIMITED TO TRANSMISSION FAILURES AND FAILURE TO DETECT INCOMPLETE OR INCORRECT DATA CAUSED BY CUSTOMER OR CUSTOMER'S THIRD PARTY SENDER ERROR BEFORE OR DURING TRANSMISSION TO AB&T. IN NO EVENT SHALL AB&T BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS OR BUSINESS OPERATION LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, NOR, EXCEPT AS EXPRESSLY PERMITTED HEREIN, SHALL AB&T BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT AB&T, ITS AFFILIATES, AGENTS AND SUBCONTRACTORS, AND EACH OF ITS PARTNERS, PRINCIPALS OR OTHER PERSONNEL, SHALL NOT BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES HEREUNDER, EVEN IF AB&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY CUSTOMER, BUT ONLY TO THE EXTENT THAT SUCH DAMAGES ARE THE DIRECT RESULT OF AB&T'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND, IN SUCH CASES, FOR AN AGGREGATE AMOUNT NOT IN EXCESS OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY CUSTOMER FOR BUSINESS DIGITAL BANKING FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM.

IN THE PERFORMANCE OF THE SERVICES PURSUANT TO THIS AGREEMENT, AB&T SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. AB&T SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT, THE SELECTED SERVICES ASSOCIATED WITH BUSINESS DIGITAL BANKING ARE BEING PROVIDED BY AB&T ON AN "AS IS" BASIS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF SAID SERVICES SHALL BE AT CUSTOMER'S SOLE RISK. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, AB&T DOES NOT WARRANT THAT THE BUSINESS DIGITAL BANKING SELECTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SELECTED SERVICES. AB&T DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SUITABILITY,

SYSTEM INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR AB&T, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF ALL FEES ACTUALLY PAID BY CLIENT TO AB&T HEREUNDER WITH RESPECT TO THE SPECIFIC SERVICES GIVING RISE TO SUCH BREACH FOR THE SIX (6) MONTHS PRECEDING THE WRITTEN NOTICE OF BREACH AND DURING THE TIME USED IN ATTEMPTING TO CURE SUCH BREACH. CUSTOMER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR SERVICES AND THIS AGREEMENT.

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

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

**12. Indemnification.** Customer will indemnify and hold harmless AB&T and each of its directors, officers, employees, agents, successors and assigns (individually, an "AB&T Indemnified Party" and collectively the "AB&T Indemnified Parties") from and against all liability, claims, loss, lien, costs, debt, expenses and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against an AB&T Indemnified Party arising out of this Agreement by reason of any acts or omissions of Customer or any third party. This indemnification shall survive the termination of this Agreement as to matters that occurred during its term. AB&T shall be responsible only for performing the selected services expressly provided for in the Agreement and shall be liable only for its gross negligence or willful misconduct in performing those selected services. In no event shall AB&T have any liability for any consequential, special, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement. In addition, AB&T shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, or other conditions beyond AB&T's control. AB&T shall not be held liable for any failure of a third party to process, credit, or debit any transaction, or for other acts of omission. Without limiting any other statements or provisions, Customer shall also be

liable for all fines levied against AB&T by National Automated Clearing House Association (“NACHA”) for any violation of the NACHA Operating Rules arising from Customer’s intentional misconduct or negligence.

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

To AB&T: American Bank & Trust Company, N.A.  
Attn: Back Office Support Department  
4301 E 53<sup>rd</sup> Street  
Davenport, IA 52807

- 14. Amendments to Agreement.** From time to time AB&T may amend any of the terms and conditions contained in this Agreement, including without limitation, any Cut Off Time, any Business Day, or any part of Appendixes A through H attached hereto. Such amendments shall become effective upon written thirty (30) days advance notice to Customer or such later date as may be stated in AB&T’s notice to Customer.

- 15. Termination of Agreement.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon ten (10) calendar days written notice to the other; provided however that AB&T may terminate this Agreement immediately upon its determination that Customer is in breach of this Agreement or in violation of the rules, regulations or applicable laws or if Customer initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Agreement shall not affect any of AB&T’s rights or Customer’s obligations with respect to any transactions initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations that survive termination of this Agreement. Customer’s obligation with respect to any item shall survive termination of this Agreement until any applicable statute of limitation has elapsed.

- 16. Performance Standards.** This Agreement, together with the Account Agreement sets forth the performance standards under which Customer agrees to perform information inquiries and originate financial transactions associated with any of Customer’s Accounts. Customer may deviate from these standards only after consultation with AB&T and with AB&T’s prior written consent. Customer agrees that the laws and regulations referenced in this Agreement and the Account Agreement, including Articles 3 and 4 of the Uniform Commercial Code, and the NACHA Operating Rules (if and when applicable), shall supplement the terms of this Agreement and shall establish performance standards related to presentment, collection, return and payment of items and shall be deemed to be a part of this Agreement for all purposes.

**Dispute Resolution.** In the event of any dispute or controversy arising out of this Agreement or its interpretation, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding. Any controversy or dispute not resolved informally shall be

submitted to and resolved exclusively by arbitration under the rules of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided that, if the parties cannot agree on the choice of an arbitrator within 10 days after the first party to seek arbitration has given written notice, then the arbitration shall be heard by three arbitrators, one to be chosen by each party, and the third to be chosen by those two arbitrators. A hearing on the merits of the claims for which arbitration is sought by any party shall be commenced not later than 60 days from the date of the first demand for arbitration. The arbitrators must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and a judgment based upon such a decision may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any party to this Agreement may seek temporary or preliminary equitable relief to preserve the status quo ante or prevent material and irreparable injury.

## **Glossary**

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

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

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

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

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

“*Administrator*” means the individual (agent, employee,) or self-authorized by Customer to

perform the Customer's administrative actions necessary to establish and maintain Customer's use of selected services.

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

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

"*Customer ID*" means a unique string of numbers assigned to Customer to specifically identify the Customer's enrollment in Business Digital Banking and the subsequent administrative and selected services transaction activities conducted by Administrator(s) and User(s) associated with Customer.

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

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

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

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

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

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

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

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

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

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

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

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

“*User ID*” means a string of alphanumeric characters assigned to a specific individual to identify the individual when the individual accesses selected services through Business Digital Banking.

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

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

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

Security scans are regularly performed by Customer or a trusted professional support vendor to search for keyboard logging, spyware, malware or other security issues on Customer's systems. Refraining from using public workstations and public WI-FI sites when conducting Customer business. Customer's employees trained to not open, click on embedded links, forward, or respond to e-mails from unknown sources. Customer's employees periodically reminded to safeguard and keep confidential the passwords necessary to conduct Customer's business.

Conducting external penetration exercises to test Customer's strengths and weaknesses associated with defending against unauthorized entry to Customer's network and individual workstations. Conducting internal social engineering exercises to test Customer's strengths and weaknesses associated with defending against unauthorized entry to Customer's network and individual workstations. Customer formation of policies and internal procedures supporting information security practices.

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

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

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

## **Appendix A – Business Electronic Banking Fraud Prevention Techniques**

### **Business Digital Banking User Security Awareness**

- Administrators and Users will never be presented with a maintenance page after submitting log in credentials. Legitimate maintenance pages are displayed only when first hitting the URL.
- Business Digital Banking does not use pop-up windows to display log in messages or error messages. They are displayed directly on the log in screen.
- A pop-up window indicating an Administrator or User cannot use his/her computer's current browser is never sent from AB&T's Business Digital Banking product. Such an event suggests the computer has been compromised by an unauthorized party.
- Other Business Digital Banking session events indicating an Administrator or User's computer may have been compromised include; the appearance of a supposed log in / system error message indicating an amount of time to wait before trying to log in again,

being instructed repeatedly to enter a Password or Security Token Passcode, and being asked the challenge questions when the computer was previously registered and has been used for log in within the past ninety days.

- Avoid clicking on embedded links in received e-mails from unfamiliar or unsolicited sources.

## Appendix B – Cut Off Time Deadlines

### Business Day Cut Off Time Deadline

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

<u>Service</u>	<u>Cut Off Time (Central Time)</u>
<u>Zone</u> ) ACH Origination	4:00 PM
Online Bill Payments	3:00 PM (Check) 5:00PM (Electronic)
Positive Pay	10:00 AM
Stop Payment Requests	5:00 PM
Wire Transfer Origination – Domestic	3:00 PM
Wire Transfer Origination – Foreign	1:00 PM
RDC Mobile Deposit	4:30 PM

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

### Non-Business Days – Including Federal Holidays Observed

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



## Appendix C – Automated Clearing House Origination Terms & Conditions

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

1. **NACHA Operating Rules and Guidelines.** The National Automated Clearing House Association produces an annual publication, *NACHA Operating Rules & Guidelines*, available in printed book format as well as CD-ROM electronic media format, which serves as the definitive source of information governing the exchange and settlement of electronic fund transfers through the Automated Clearing House (ACH) Network. The NACHA Operating Rules provides the legal framework for the ACH Network, while the NACHA Operating Guidelines provides guidance on implementing the NACHA Operating Rules. In the case of any inconsistency or conflict between the NACHA Operating Rules and the NACHA Operating Guidelines, the NACHA Operating Rules govern. **AB&T and Customer agree to be fully bound by and comply with the *NACHA Operating Rules & Guidelines*, which may be amended from time to time.** Any fines or liabilities imposed against AB&T for a violation of the NACHA Operating Rules and Guidelines caused by action and/or inaction of Customer shall be reimbursed to AB&T by Customer. Costs associated with Rules publications and/or association membership will be the responsibility of Customer. If Customer utilizes a third-party vendor or processor in support of its ACH Origination activities through Business Digital Banking, Customer will take such measures as may be necessary to ensure compliance with the NACHA Operating Rules and Guidelines by such vendors and processors. AB&T reserves the right to suspend or terminate AB&T’s services to Customer as an ACH Originator or any Customer agent acting as a Third-Party Sender for breach of the prevailing NACHA Operating Rules and Guidelines upon AB&T providing no more than ten (10) Business Days’ advance Notice to Customer concerning Customer or Third-Party Sender’s breach of the NACHA Operating Rules and Guidelines.
2. **AB&T Authorized to Act as Originating Depository Financial Institution.** Customer authorizes AB&T, as Originating Depository Financial Institution, to originate ACH Entries on behalf of Customer, as Originator, to the Receivers’ accounts at Receiving Depository Financial Institutions, including Receivers’ accounts at AB&T.
3. **United States Laws and Regulations.** Customer acknowledges that it will not originate or cause its Third-Party Sender agents to originate ACH Entries that violate the laws and applicable regulations of the United States of America. This includes but, is not limited to; sanction laws administered by the Office of Foreign Assets Control (“OFAC”). It shall be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC’s Internet home page domain site at

www.ustreas.gov/ofac.) Customer agrees that the performance of any action by AB&T to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of AB&T under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). Customer agrees and warrants to AB&T that all Customer's actions contemplated by this Agreement, including the preparation, transmittal, and settlement of ACH Entries, shall comply in all material respects with United States laws, regulations, regulatory guidelines, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Financial Institutions Examination Council ("FFIEC").

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

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

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

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

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

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

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

intermediary in the settlement of any part of the payment transaction. Customer agrees not to originate International ACH Transactions through AB&T's Business Digital Banking.

6. **AB&T Underwriting of Customer Business Digital Enrollment.** AB&T's approval of Customer including ACH Origination among its selected services for Business Digital Banking may be subject to underwriting criteria established by AB&T from time to time. If AB&T requires Customer to provide information in conjunction with AB&T applying its underwriting criteria to Customer's Business Digital Enrollment, AB&T will communicate to Customer the nature and content of that criteria and the information Customer will be required to provide to AB&T. Customer agrees to provide AB&T such financial, business and operating information as AB&T may reasonably request in connection with AB&T's underwriting and approval of Customer's Business Digital Enrollment.
7. **Name and Account Number Inconsistency with ACH Entry.** Customer affirms and agrees that, if an ACH Entry originated by Customer or Customer's Third-Party Sender describes the ACH Entry's Receiver inconsistently by name and account number, payment of the ACH Entry may be made as provided in the NACHA Operating Rules on the basis of the account number even if it identifies a party different from the named Receiver.
8. **Limitations on Amounts of Originated ACH Entries.** The total dollar amount of all ACH Entries originated and transmitted by Customer on any one day ("Maximum Limits") shall be determined by AB&T in its sole discretion on a case-by-case basis. Such Maximum Limits may be modified by AB&T at any time in its sole discretion without prior notice to Customer. AB&T shall make reasonable attempts to provide notice to Customer of any Maximum Limits, but it shall be the responsibility of Customer to determine if any Maximum Limits exist and, if so, to comply with such Maximum Limits.
9. **Settlement.** Customer will maintain an account with AB&T at all times during the term of this Agreement. Customer will maintain in the account as of the applicable "Effective Entry" settlement date collected funds sufficient to cover the payment of all credit ACH Entries initiated by Customer. Customer authorizes AB&T to charge/debit Customer's account at the opening of business on the applicable "Effective Entry" settlement date in the amount of each ACH Entry.
10. **AB&T Cut Off Time for Accepting Originated ACH Entries.** Customer shall transmit originated credit and debit ACH Entries to AB&T through Business Digital Banking no later than the Business Day Cut Off Time specified for ACH Origination within Appendix B of this Agreement.
11. **Receiver Authorizations.** Prior to Customer's origination of the first debit or credit ACH Entry to a Receiver's account, Customer will obtain a proper authorization from the anticipated ACH Entry's Receiver in accordance with the NACHA Operating Rules and Guidelines (hereinafter referred to as the "Rules"). An authorization agreement must be readily identifiable as either an ACH credit or an ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the consumer or company, as ACH Entry Receiver, understands the authorization to which the Receiver is agreeing. All Customer originated PPD SEC Code ACH Entries to Consumer accounts must be authorized by the Consumer in writing and must be signed or similarly authenticated using a digital signature or other code. For PPD SEC Code debit ACH

Entries, Customer must provide the Consumer with evidence of the authorization and information regarding the manner in which the authorization can be revoked by the Consumer. Upon request, Customer must present a copy of Receiver's authorization to AB&T within five (5) Business Days of AB&T's request. **Customer must retain the signed or authenticated Receiver authorization for a period of two calendar years following the authorization's termination or revocation.** Customer agrees to originate no ACH Entry destined for a Receiver after the termination or revocation of a Receiver's authorization has been received by Customer and acted upon within such reasonable timeframe allowed by the Rules.

12. **Prenotifications ACH Entries.** American Bank and Trust does not allow prenotification ACH files to be submitted.
13. **Notice of Returned ACH Entries.** AB&T shall notify Customer, Customer's Administrator, or Customer's User who transmitted the ACH Entry, in person or by electronic or voice mail of such return no later than one (1) business day after the business day of such receipt by AB&T. AB&T shall have no obligation to re-transmit a returned entry if AB&T complied with the terms of this Agreement and NACHA Operating Rules with respect to the original ACH Entry.
14. **Notifications of Change.** AB&T will notify Customer of received Correction ACH Entries ("COR") from third parties, which are commonly referred to as Notification of Change ("NOC") ACH Entries, no later than one (1) Business Day after the settlement date of the NOC. Customer agrees to make the necessary changes on its records from the information obtained in the NOC within six (6) Business Days of the receipt of the NOC or before the next "live" ACH Entry, whichever is later. If the NOC is incorrect, Customer will generate a Refused NOC and deliver it as a Notice to AB&T within fifteen (15) calendar days of the Customer's receipt of the NOC.
15. **Customer Data Retention.** Customer shall retain adequate Data to permit complete reconstruction and re-transmission by Customer or Customer's Third Party Sender, if necessary, of all Customer's ACH Entry Origination files for a minimum of seven (7) calendar days following the Effective Entry Date (the date the Receiver's account is to be debited or credited for the ACH Entry amount on such file by the Receiving Depository Financial Institution) of Customer's respective original file transmittals to AB&T, and Customer or Customer's Third Party Sender shall promptly provide such Data to AB&T upon its request.
16. **AB&T Audit and Review.** Customer agrees, upon reasonable notice by AB&T, to permit AB&T to audit, inspect, and review Customer's policies and processes for purposes of ensuring Customer's and, if applicable, Customer's Third-Party Sender agent's compliance with this Agreement, the Rules, and other laws and regulations governing ACH Entry Origination activities. Audits may be conducted by AB&T's personnel, a third-party auditor engaged by AB&T, or both. Customer acknowledges that AB&T may from time to time require that Customer develop and adopt internal controls and processes related to ACH origination as mandated by AB&T as a condition to AB&T's agreement to continue providing ACH Origination Services to Customer.

17. **Customer Representations and Agreements: Indemnity.** With respect to each and every ACH Entry initiated by Customer, the Customer represents and warrants to AB&T and agrees that (a) each person or business shown as the Receiver on an ACH Entry received by AB&T from Customer has authorized the initiation of such ACH Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such ACH Entry, (b) such authorization is operative at the time of transmittal of crediting or debiting by AB&T as provided herein, (c) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (d) Customer shall be bound by and comply with the Rules as in effect from time to time including without limitation the provision making payment of an ACH Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such ACH Entry. Customer specifically acknowledges that it has received Notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited or debited and Customer shall not be deemed to have paid the Receiver the amount of the ACH Entry. Customer shall indemnify AB&T against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.
18. **Customer Warranties.** Customer warrants to AB&T all warranties Customer is deemed by the Rules to make with respect to ACH Entries originated by Customer. Without limiting the foregoing, Customer further warrants and agrees that (a) each Automated Clearing House payment entry is accurate, timely, and all required payments are included; (b) Customer will comply with the terms of the Uniform Commercial Code ("UCC") Article 4A if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. Customer shall indemnify AB&T against any loss, liability, or expense (including attorneys' fees and expenses and Internal Revenue Service penalties) resulting from or arising out of any breach of any of the foregoing warranties or agreements including any fines assessed against AB&T for a Rules violation caused by Customer or Customer's Third-Party Sender agent.
19. **ACH Origination Service Fees.** Customer agrees to pay AB&T for ACH Origination services provided under the terms and conditions of Appendix C in accordance with the schedule of service fees provided from time to time to Customer. AB&T may change its service fees from time to time upon thirty (30) days written advance notice to Customer.
20. **AB&T Liability Limitations.** AB&T shall be responsible only for performing the services expressly provided for in Appendix C in a commercially reasonable manner and shall be liable only for its gross negligence or willful misconduct in performing ACH Origination services. In no event shall AB&T have any liability for any consequential, special, punitive or indirect loss or damage, which Customer may incur or suffer in connection with AB&T providing services under the terms and conditions of Appendix C.
21. **Termination.** Customer may terminate Appendix C of this Agreement at any time in conjunction with notice of Customer's desire to terminate its ACH Origination capabilities within Business Digital Banking. Such termination shall be effective on the second Business Day following the day of AB&T's receipt of written notice of such termination or

such later date as is specified in that notice. AB&T reserves the right to terminate Appendix C of this Agreement immediately upon providing written notice of such termination to Customer. Any termination of Appendix C of this Agreement shall not affect any of AB&T's rights and Customer's obligations with respect to ACH Entries originated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations (e.g., indemnification) that survive termination of Appendix C of this Agreement.

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

## Appendix D – Wire Transfer Requests Terms and Conditions

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

1. **Definitions.** Unless otherwise defined in Appendix D of this Agreement, words or phrases appearing within Appendix D shall have the meaning set forth in Iowa Code Ch. 554 Art. 12 ("Iowa Funds Transfers Law").
2. **Service.** Appendix D of this Agreement governs Customer's wire transfer activities; including without limitation one-time wire transfer entry, template-based wire transfer, wire template setup, wire transfer template approval, and transmit wire through Business Digital Banking. Customer initially requests the Wire Transfer Request service from AB&T by completing and submitting Business Digital Enrollment. Upon AB&T granting access to the Selected Service, the Customer's Administrator establishes the one or more Users and respective User IDs with responsibilities for wire transfer activities. Customer's Instructions pertaining to the transfer of funds from Customer's Account(s) at AB&T to accounts at another domestic or foreign financial institution ("Wire Transfers") must be in compliance with the formatting and other requirements set forth herein or provided by AB&T from time to time.
3. **Acceptance and Execution of Wire Transfers.** Except as otherwise provided herein, AB&T in its discretion may accept Instructions received by it in the name of Customer as sender, if AB&T is satisfied that:

- a. the Instructions were transmitted to AB&T in a Business Digital Banking log in session commenced and maintained with a User ID and Passcode corresponding to the Customer's Company ID;
- b. Customer is in compliance with Appendix D of this Agreement and the Instructions comply with all applicable provisions of this Agreement;
- c. Customer has sufficient funds on deposit and available for withdrawal pursuant to AB&T's applicable funds availability policy;
- d. the Instructions do not cause Customer to exceed the Wire Transfer Limit (a maximum dollar amount for originated wire transfer activity per Business Day) as initially determined by AB&T's processing of Customer's Business Digital Enrollment and from time to time thereafter with or without notice to Customer; and
- e. AB&T believes in good faith that the Instructions are authorized by Customer

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

4. **Acknowledgment of Wire Transfers.** Within the Manage Alerts functionality of Business Digital Banking, Customer can establish alert notifications for certain wire transfer activity. Customer shall immediately notify AB&T's Back Office Support Department via email message to [BackOffice@goambank.com](mailto:BackOffice@goambank.com) or by speaking directly to a Back Office Support Services representative toll-free at 877-626-2265, ext. 6524 if Customer's Administrator or User receive an alert notification, which appears associated with unrecognized or unauthorized transaction activity.
5. **Rejection of Instructions.** If AB&T elects to reject Customer's Instructions, AB&T shall attempt to notify Customer of its intention to so reject the Instructions on or before the close of business on the execution date of the requested Instructions, provided that such execution date is a Business Day. Rejection is effective when notice is given. AB&T may provide notice of rejection of Instructions in person or by telephone, facsimile transmission, or electronic means. Customer agrees that all such means of providing notice of rejection are reasonable. AB&T has the right to reject or not accept any Instructions for any reason. AB&T shall have no liability to Customer except as required by Iowa Code 554.12210(2) by reason of the rejection or failure to accept such Instructions, or the fact that notice of rejection was not given at an earlier time.

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

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

7. **Identifying Number.** Customer is notified and acknowledges and agrees that: (i) if Instructions identify the beneficiary by both a name and an identifying number and the name and number identify different persons, execution of the Wire Transfer, or payment to the beneficiary may be made solely on the basis of the identifying number, or AB&T may refuse to execute such Instruction; and (ii) if Instructions identify any financial institution by both a name and an identifying number and the name and number identify different financial institutions, any financial institution may rely solely on the identifying number to identify the financial institution with respect to the Instructions. Customer shall be solely liable for any claims, expenses, losses or damages resulting from the inconsistency of names and identifying numbers in Instructions.
8. **Applicable Rules.** Each set of Instructions may be executed by any financial institution by use of any mechanism that the sending, intermediary, or receiving financial institution in its sole discretion may choose, including without limitation Fedwire, a funds transfer system operated by the Federal Reserve Banks; CHIPS (Clearing House Interbank Payments System), a funds transfer system operated by the New York Clearing House; or SWIFT (Society for Worldwide Interbank Financial Telecommunication). With respect to Instructions that are executed through Fedwire, Federal Reserve Regulation J and all applicable operating circulars shall govern. With respect to Instructions executed through CHIPS, the CHIPS Operating Rules shall govern. With respect to Instructions executed through SWIFT, the SWIFT Operating Rules shall govern. Without limiting the foregoing, Appendix D of this Agreement and the execution of Instructions shall be governed by other applicable laws, regulations, and requirements, including but not limited to the Iowa Funds Transfers Law.
9. **Limitations on Amounts of Wire Transfers.** The total dollar amount of any one Wire Transfer or all Wire Transfers transmitted or delivered by Customer per account on any one day ("Maximum Limits") shall be determined by AB&T in its sole discretion on a



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

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

10. **Account and Account Reconciliation.** Instructions executed by AB&T will be reflected on Customer's periodic account statement issued to Customer pursuant to Customer's account agreement with AB&T. Customer shall promptly examine each periodic account statement and shall promptly notify AB&T of any discrepancy between Customer's records and the information shown on any periodic account statement including but not limited to any Wire Transfers Customer believes were erroneous or not authorized. If Customer fails to notify AB&T in writing of any discrepancy within sixty (60) days of receipt of a periodic account statement containing information reflecting a Wire Transfer, Customer shall be precluded from asserting any claim against AB&T arising from such discrepancy.
11. **Background Information.** Customer agrees to provide AB&T with all background information and other information regarding Customer, its activities, transactions and Instructions that AB&T believes necessary, in its sole discretion, for AB&T to comply with applicable laws, regulations, requirements and rules. If Customer fails to provide AB&T with any such information requested, AB&T may reject any Instruction received from the Customer and may terminate Appendix D of this Agreement immediately without liability.
12. **General Customer Representations and Warranties.** Customer represents and warrants that with respect to each and every set of Instructions initiated by Customer: (i) the person or entity whose account is to be debited has authorized such debiting and such authorization is operative at the time of such debiting; (ii) the individual as identified by User ID and Passcode that is associated with the Wire Transmit action submitting the Instruction to AB&T is duly authorized as such by Customer's necessary parties (e.g., the board of directors in the case of a corporation); (iii) Customer has used commercially reasonable procedures to verify all information contained in an Instruction; and (iv) Customer shall perform its obligations under Appendix D of this Agreement in accordance with and shall not transmit or deliver Instructions unless they comply with all applicable laws, regulations and requirements, including but not limited to applicable rules as set forth in Section 9 hereof.
13. **Authorizations.** For purposes of Appendix D of this Agreement, AB&T may rely on all

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

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

- a. In the performance of the Wire Transfer Services under Appendix D of this Agreement, AB&T shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to Appendix D of this Agreement and shall not be responsible for the accuracy or completeness thereof. AB&T shall be responsible only for performing the Wire Transfer Services expressly provided for in Appendix D of this Agreement and shall be liable only for its negligence or willful misconduct in performing those Wire Transfer Services, except as provided by Iowa Funds Transfers Law or otherwise required by law. AB&T shall be deemed to have exercised ordinary care if its action or inaction is in conformity with general banking usages and practices not disapproved by the Iowa Funds Transfers Law or is otherwise a commercially reasonable practice of the banking industry.
  - b. In the event AB&T shall be liable pursuant to the provisions of Appendix D of this Agreement, AB&T shall be liable only for Customer's actual damages; in no event shall AB&T be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with Appendix D of this Agreement, whether or not the likelihood of such damages was known or contemplated by AB&T and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from AB&T's acts or omissions pursuant to Appendix G of this Agreement.
  - c. Without limiting the generality of the foregoing provisions, AB&T shall not be liable and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, error in or inoperability of communication equipment or lines, natural disaster, fire, equipment failure, war, emergency conditions or other circumstances beyond AB&T's control. In addition, AB&T shall not be liable for and shall be excused from failing to transmit or delay in transmitting a Wire Transfer or amendment if such transmittal would result in AB&T's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in AB&T's reasonable judgment otherwise violates any provision of any present or future risk control program of the Federal Reserve or any rule, law, regulation, executive order or any requirements of any governmental authority, or cause AB&T to engage in an unsafe and unsound practice.
15. **Notices.** Except as otherwise expressly provided herein, any written notice or other written communication, other than Instructions, required or permitted to be given under Appendix D of this Agreement shall be given pursuant to Agreement' section 19

(Notice). Any such notice or communication shall be deemed given when received in the case of hand delivery or, in the case of any other delivery method, seven (7) days after the notice or communication was sent. AB&T shall be entitled to rely on any written notice or other written communication believed by it to be genuine and to have been submitted by any person authorized to provide such notice or communication on behalf of Customer and such notice or communication shall be deemed to have been signed by such person.

16. **Termination.** Customer may terminate Appendix D of this Agreement at any time in conjunction with notice of Customer's desire to terminate its Wire Transfer Request capabilities within Business Digital Banking. Such termination shall be effective on the second Business Day following the day of AB&T's receipt of written notice of such termination or such later date as is specified in that notice. AB&T reserves the right to terminate Appendix D of this Agreement immediately upon providing written notice of such termination to Customer. Any termination of Appendix D of this Agreement shall not affect any of AB&T's rights and Customer's obligations with respect to Instructions initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by AB&T prior to termination, or any other obligations (e.g., indemnification) that survive termination of Appendix D of this Agreement.
17. **Entire Agreement and Other Agreements.** Appendix D of this Agreement is the complete statement of the terms and conditions between AB&T and Customer with respect to the Wire Transfer Service and supersedes any prior agreement(s) between AB&T and Customer with respect to Wire Transfer Service. In addition to Appendix D of this Agreement, Customer is also subject to other Account Agreements that it has with AB&T. The terms and conditions of Appendix D of this Agreement apply exclusively to the subject matter of Appendix D of this Agreement. No course of dealing between AB&T and Customer will constitute a modification of Appendix D of this Agreement or constitute an agreement between AB&T and Customer regardless of whatever practices and procedures AB&T and Customer may use. From time to time AB&T may amend any of the terms and conditions contained in Appendix D of this Agreement. Such amendments shall become effective upon five (5) Business Days prior written notice to Customer or such later date as may be stated herein or in AB&T's notice to Customer.
18. **Governing Law.** Appendix D of this Agreement, including all Wire Transfer Services provided by or relating to the Wire Transfer Services provided hereunder by AB&T, and all rights and obligations of the parties, shall be construed in accordance with and governed by the laws of the State of Iowa, including the Iowa Funds Transfers Law. Customer agrees that if a Wire Transfer is subject to the Electronic Funds Transfer Act, as amended from time to time, all actions and disputes between Customer and AB&T shall be determined pursuant to the Iowa Funds Transfers Law, as expressly modified by Appendix D of this Agreement. This choice of law provision is subject to Iowa Code 554.12507.

## Appendix E – Positive Pay Terms and Conditions

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

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

the second Business Day following the day of AB&T's receipt of written notice of such termination or such later date as is specified in that notice. Any termination of Appendix E of this Agreement will preclude the Customer from asserting any claims against AB&T for paying any unauthorized, altered, counterfeit or any other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items after termination.

## **Appendix F – Bill Payment Terms and Conditions**

- a. **General:** Bill payment is only available for use from a deposit account in good standing. Each time you pay a bill using AmBank bill payment, you must designate the account from which we are to make payments. Payments may not be available or may be restricted from, a money market or savings deposit account. For additional information please refer to our Terms & Conditions/Truth in Savings disclosure. Your account will be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account or subsequent notifications. You will be notified accordingly if our fee schedule changes in the future and includes access or transaction charges for AmBank Digital. There are no transaction fees for use of bill payment. See your Bill payment section of your disclosure for fee or service charge information. You may use AmBank's digital banking bill payment module, to direct American Bank & Trust Company, N.A., to make payments from your designated account to the payees you choose in accordance with this agreement. "You" or "Your" means each person who is authorized to use the service. "Payee" means anyone you designate and American Bank & Trust Company, N.A., accepts as a payee. Each Payee accepted by American Bank & Trust Company, N.A., and our bill payment service, will be assigned a payee code. You may pay almost any payee you wish. While most payees can be paid by using the bill payment module, we reserve the right to refuse to pay certain payees. We reserve the right to refuse to pay payments of a personal nature or to non-business entities or persons. We reserve the right to audit and/or delete all payments for restrictions contained herein, accuracy of addressing and or pertinent account number errors in data-fields. Certain "life-impacting" payees, such as municipal real estate tax, mortgage and/or (but not limited to) insurance companies typically may restrict or otherwise not allow 3rd party payment processing of payments, such as bill payment. You may want to contact your intended payee for payment details or further information with regards to 3rd party internet-based payment programs before you initiate ANY payment processing request. Using the bill payment module, you can only pay payees with United States addresses. American Bank & Trust Company, N.A., and/or our bill payment service will attempt to verify the address through national database registries. If an address cannot be confirmed or verified, it may not be entered into the bill payment database.
- b. **Bill Payment Enrollment:** Successfully log on to AmBank Digital and click on the iCan Pay button. All new American Bank & Trust Company, N.A. accounts have a restriction from the account open date consistent with our Terms & Conditions/Truth in Savings Disclosure & Funds Availability Schedule before you may use bill payment. You must be 18 years of age to enroll in and/or use bill payment or we reserve the right to close the bill payment profile. You must have a valid e-mail address to use the service. You will be notified via e-mail if you are approved, or declined, authorization for use of this service. If we are notified that your

listed e-mail address is invalid, blocked, closed, cancelled, or otherwise not valid, we will immediately cancel your authorization for use of the bill payment service. Direct check items will have your deposit account number placed at the bottom of the check by our processor. Direct checks can start with a default starting check number of 5000 or a starting check number that you select during the set-up process. Direct checks will clear in a similar manner as you writing checks drawn off your checking account. Direct check payments will be debited when the items are processed through your account just like a normal check. You are typically debited the day of the "Send on" date for electronic transactions however, should the electronic payment post prior to the "Send on" date or post much later then the day after the "Send on" date you are responsible to make sure the funds are in the account for the payment to process. If your bill payment check or electronic items attempt to clear your account and you should not have sufficient funds to cover those items, you are responsible for any and all NSF fees or any other fees associated with an overdraft account. We also reserve the right to close your account at any time due to repeat overdrafts with bill payment without prior notice.

- c. **Client's Responsibility:** You agree that your User ID and Password is your signature authorization for any payments and/or transfers. If your account requires two or more signatures for any bank debits, you agree that the use of your User ID and Password is your representation to us that you have obtained full consent from such other required signatories, and such use is to be recognized by American Bank & Trust Company, N.A. as your collective authorization for any bill payments and/or transfers. You agree we may rely on such representation until such time we receive and have a reasonable amount of time to act upon any written notice to the contrary.  
When you have entered your User ID and Password and transmitted a payment instruction, you authorize us to reduce the designated payment account accordingly.  
We reserve the right to refuse to honor any payment requests that reasonably appear to us to be fraudulent or erroneous.
- d. **Bill payment limits:** The minimum bill payment amount is \$1.00; your individual bill payment transaction limit will be \$9,999.99; your daily bill payment transaction limit will be \$20,000.00.
- Each time you setup or update your payment instructions, you are authorizing us to process your payment request based on the information originally submitted for that payee. American Bank & Trust Company, N.A. is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.
  - You are responsible for providing and maintaining your bill payment payees with the correct names or account details for those persons or entities to whom ever you wish to direct bill payment. Bill payment initiation may include, but are not inclusive of, or limited to, the payee name, payee address, payee account number, and account owner name and address as originally listed by the account owner during payee setup. Some Bill payments and/or payees you may elect to pay may only involve a payee e-mail address.
  - Contact us at 877-626-2265 or visit your local branch location for further bill payment information, help and assistance.

- e. **Bill payment Maintenance:** Based upon the account owner access information at the initial payee setup, all subsequent bill payments to the designated payee will have that account owner name listed as payor. It is the account owner(s) responsibility to ensure that all payor and payee information is accurate. If for any reason your account owner information changes, we strongly suggest that you cancel all bill payments related to that account owner information. This will ensure that future bill payments and transfers made by you will not be duplicated or contain non-valid account owner details or information.
- Users are encouraged to record financial transactions as they would normally; in a checkbook register, Excel format, or 3rd party home accounting software. As you view information in real-time exactly as AmBank processes transaction data and monthly paper statements are mailed to you automatically, AmBank Digital is not intended as a repository or archive of long-term payee information, nor as a substitute for home accounting and historical retention programs such as Quicken™ or MSMoney™, spreadsheet, or text-based copy formats you have the option to use or employ for historical data retention.
- f. There are several RESTRICTIONS to payees you may wish to setup:
1. The merchant must have an address located in the United States;
  2. Payments may not be remitted to federal or state tax authorities or government and collection agencies and/or departments;
  3. Payments may not be remitted to investment companies such as TD Ameritrade, E\*Trade, and/or others, for stock purchases, arbitrage settlement, or trade taxing authorities;
  4. Court directed payments are unauthorized (alimony, child support, municipal fines or violations, levies, or other legal debts); and
  5. American Bank & Trust Company, N.A. strictly prohibits use of our bill payment system for any payroll processing and/or payroll transfers to accounts linked with your portfolio.
- g. **Removal of Payees:** We will automatically cancel and or otherwise delete all outstanding payees (individual and/or recurring) and/or bill payments once we have been notified that your AmBank Digital access has become inactive or has been canceled, revoked, or terminated, or your designated payment account has been closed.
- h. **Payment Delivery:** Not all payees are equipped to accept electronic payments. Your payee may not be accustomed to receiving payments without the payment coupon. You may want to consider alerting your payees that future payments will be coming via a bill payment service. A third-party vendor will be conducting bill payment transactions for American Bank & Trust Company, N.A.
- i. **Scheduling Payments:** It is your responsibility to authorize your payments in such a manner that your payments may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to schedule payments as described in this section. You cannot schedule bill payments for the same day. If you do not receive vendor credit for a payment issued through bill payment, that does not mean the payee has not received the payment.

There are three payment methods to choose from:

1. **Single Payments:** A single payment will be processed on the business day that you designate as the payment's "send on date", provided the payment is submitted prior to the daily bill payment cut-off times on that date. If you designate a non-business date (weekends and certain Federal holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.
2. **Recurring Payments:** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (weekends and certain Federal holidays), it is adjusted based upon the following rules: If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date. If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

NOTE: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

3. **Expedited Payments (Rush):** You can select to make a rush payment to send your payment via overnight for a check or same day for an electronic payment as long as the payment is set up prior to the 3:00 PM CST cut-off time for both check and electronic payments. If it is a non-business date (weekends and certain Federal holidays) the payment will not be sent as a rush payment. You can only process rush payments on business processing days (Monday-Friday). Only the bill payment system can determine how the payment will be sent, either by check or electronic method. If you choose to use the rush payment feature, and the payee that you want to send a rush payment to does not show within the eligible payees, you may not send a rush payment for that payee. You can still schedule a normal single payment or recurring payment for that payee. It is your responsibility to authorize your payments in such a manner that your payments may be paid on time. You are responsible for any late payment fees or finance charges that may be imposed by the payee as a result of your failure to schedule your payments timely. The fee to send a rush bill payment is \$30.00. You are responsible for this fee regardless of if your payee does not credit your payment timely or they do not receive the payment and you receive a late payment fee from the payee.

AMERICAN BANK & TRUST COMPANY, N.A., IS NOT RESPONSIBLE FOR SCHEDULING YOUR PAYEE BILL PAYMENTS OR MAINTAINING CHANGES TO ANY PAYEE DETAILS THAT MAY OCCUR.

- j. **Canceling, Editing or, Changing Payments:** Any bill payment can be changed or canceled, provided you access the bill payment module prior to the 3:00 PM Central Time cut-off time on the business day prior to the business day the bill payment is going to be initiated.



If you have setup a payment request through our bill payment module, it is your responsibility to cancel or change that payment. American Bank & Trust Company, N.A. cannot change, or edit any aspect of a payment for you when you have setup the payment electronically.

If your request to cancel is not registered or received before 3:00 PM Central Time on the business day before the payment is to be made, you may be responsible for the payment. However, if your request to cancel a payment is registered on our computer by 3:00 PM Central Time on the business day before the payment is scheduled and we do not cancel, we will be liable for any actual losses or damages.

- k. **Funding Bill Payments:** The bill payment module will make three (3) attempts at processing your electronic payment request (on-demand, single, or recurring, as set by you). If your account does NOT contain sufficient, available or collected funds for the electronic payment at the time of processing the third and final attempt, the payment will be cancelled. No further attempts will be made for electronic payment processing to the payee unless you access your bill payment account and initiate a new payment request for the subsequent business day that you elect. If your account does not contain sufficient, available or collected funds for the direct check payment at the time of the check clearing processing attempt, the payment may be returned or paid.

**YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE NON-WAIVABLE, NON-REFUNDABLE, UNCOLLECTED FUNDS OR NON-SUFFICIENT FUNDS PROCESSING FEE ALONG WITH ANY OTHER ASSOCIATED OVERDRAFT FEES.**

See your current American Bank & Trust Company, N.A., Fee Schedule for the current non-sufficient funds processing fee. American Bank & Trust Company, N.A. reserves the right, without liability, to automatically draw against any "overdraft" account, with an available line-of-credit, if you have that service in place.

- l. **Non Receipt of Payment:** If you are notified by a bill payment payee of non-receipt of a bill payment you initiated, and ten (10) calendar days have elapsed since the bill payment was debited from your American Bank & Trust Company, N.A. account, please contact us toll-free at (877) 626-2265 ext. 6524 or email us at [BackOffice@ambankqc.com](mailto:BackOffice@ambankqc.com) for further research into that particular payment.

Once our research is completed, and if ten (10) calendar days have elapsed since the bill payment was debited from your American Bank & Trust Company, N.A. account, and we have determined the bill payment has not been properly credited, we will take one of the following actions dependent upon the payment delivery method:

1. If the bill payment had been tendered by paper check; you can place a stop payment on the item and you will be charged the current stop payment fee per our fee disclosure. You can then reissue another bill payment check item if you would like or pay the payee in any different payment method you choose.
2. If the bill payment had been tendered electronically; we will only provide proof of payment details directly to either you or your payee.

- m. **Stop Payments:** YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUND TRANSFERS AND/OR ELECTRONICALLY CONVEYED BILL PAYMENTS. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. The initiation by you of certain electronic fund transfers (including telephone transfers, bill payments, and ACH transfers) from your account will, except as

otherwise provided in this disclosure, effectively eliminate your ability to stop payment of the transfer.

You may request a stop payment on a bill payment item that was conveyed by paper presentment. You must contact us at (877) 626-2265 to issue a stop payment on a bill payment item. **STANDARD NON-WAIVABLE, NON-REFUNDABLE STOP PAYMENT FEES PER THE CURRENT AMERICAN BANK & TRUST COMPANY, N.A., FEE SCHEDULE WILL BE DEBITED AND/OR CHARGED FROM YOUR ACCOUNT.** Please note by placing a stop payment on a bill payment item, which was conveyed by paper presentment, you may be liable for additional fees charged by your payee.

- n. **Inactivity Period:** In order to retain access to bill payment and your payee listing, you must be an active user and utilize the bill payment service in order to retain access to your payees. An active user is defined as an approved and authorized user who accesses the bill payment service to initiate and make at least one (1) bill payment every 180 days. If you do not access and utilize the bill payment service by use of your valid User ID and Password, at least once every 180 days to initiate and make at least one (1) bill payment, your approved and authorized use of the bill payment service may be immediately termed inactive, your User ID and Password will be deleted as a security measure, any/all payees will be immediately cancelled and removed or otherwise deleted, and your approval and authorization immediately canceled and/or otherwise revoked. If you become inactive (by your choice or your inability to access the service for any reason) and are removed or otherwise deleted from the bill payment service, and you wish to re-apply at a later date, you will have to go through the application process and re-add any deleted payees.
- o. **Bill Payment Fees:** The fee for the bill payment service is currently waived by American Bank & Trust Company, N.A. if you are an active user utilizing this service to initiate and successfully pay at least one (1) legitimate payee every 180 days. A legitimate payee is defined as any US corporation, company, utility, or business entity with a verifiable "Tax Identification Number" or "Employer Identification Number" with an address in the United States. A private individual is NOT considered a legitimate payee for definition of the one (1) payment every 180 days minimum requirement for waiver of bill payment service fee.
- p. **Additional Charges:** These additional charges will only be assessed to your account if you request one or more of the bill payment services listed here. There will be no fee or service charge for any item if needed to correct a bank error.
  - 1. Written correspondence requested by consumer not necessitated by dispute: US \$10.00 per hour; US \$1.00 per copy.
  - 2. Per proof of payment not necessitated by dispute: US\$10.00 per hour; US\$1.00 per copy.
  - 3. Payments returned due to customer error: US \$10.00 each item.

There is no fee for correspondence if a payment is in dispute with your written dispute acknowledgement of the dispute to American Bank & Trust Company, N.A. and/or our bill payment service.

American Bank & Trust Company, N.A. reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. See the current American Bank & Trust Company, N.A. fee schedule for this research and/or duplication service fee and/or charge(s).

- q. **Liability:** You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your User ID and Password. You will be responsible for any bill payment request you make or that you authorize another person to make that contains an error or is a duplicate of another bill payment. American Bank & Trust Company, N.A. is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. American Bank & Trust Company, N.A. is not liable for any failure to make a bill payment if you fail to promptly notify the Back Office Support Department at American Bank & Trust Company, N.A. after you learn that you have not received credit from a payee for a bill payment. American Bank & Trust Company, N.A. is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the American Bank & Trust Company, N.A. agent. In any event, American Bank & Trust Company, N.A. will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if American Bank & Trust Company, N.A. has knowledge of the possibility of them. American Bank & Trust Company, N.A. is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond American Bank & Trust Company, N.A.'s reasonable control. If you have any questions on use of the bill payment service, contact us at 877-626-2265, on our website under the Contact Us tab, or visit your local branch location.
- r. **Amendment and Termination:** American Bank & Trust Company, N.A. has the right to change this agreement at any time by notice mailed to you at the last address shown for your account on our records, by posting notice in our branch offices, or as otherwise permitted by law. American Bank & Trust Company, N.A. has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to: American Bank & Trust Company, N.A. Attn: Back Office Support Department, 4301 East 53rd Street, Davenport, IA 52807-3861. American Bank & Trust Company, N.A. is not responsible for any fixed payment made before American Bank & Trust Company, N.A. has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by American Bank & Trust Company, N.A. on your behalf.

## Appendix G – Mobile Banking Terms and Conditions

This service is provided to you by American Bank and Trust Company, N.A. and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and American Bank and Trust Company, N.A. Section B of these End User Terms is a legal agreement between you and the Licensor.

## SECTION A

### American Bank and Trust Company, N.A. MOBILE BANKING

These AmBank Mobile Terms and Conditions (“Terms and Conditions”) contain the terms and conditions under which we permit our AmBank Business Back Office Support Online Internet Banking users to obtain certain banking services via a cell phone or other handheld mobile device, as described below (the “Mobile Service” or the “Service”). You must accept these Terms and Conditions before you use the Service. In these Terms and Conditions, “you” refers to our Business Back Office Support user

These AmBank Mobile Terms and Conditions (“Terms and Conditions”) contain the terms and conditions under which we permit our AmBank Business Back Office Support Online Internet Banking users to obtain certain banking services via a cell phone or other handheld mobile device, as described below (the “Mobile Service” or the “Service”). You must accept these Terms and Conditions before you use the Service. In these Terms and Conditions, “you” refers to our Business Back Office Support user who has registered for the Mobile Service, and the terms “AmBank,” “Bank,” “we” and “us” refer to American Bank and Trust Company, N.A.

All terms and definitions contained in the Agreement apply to these Terms and Conditions. In addition, the terms and conditions of your deposit agreements and disclosures for each of your AmBank deposit accounts, as well as any other agreements you may have with us, such as loans, continue to apply. In the event of a conflict or inconsistency between these Terms and Conditions and the Agreement or any other agreements currently in place between you and us, these Terms and Conditions will govern.

**Distinct Services.** The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from AmBank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

**Transmission Content.** You and AmBank are solely responsible for the content transmitted through the text messages sent to and from us. You must provide source indication in any messages you send (e.g., mobile telephone number, “From” field in text message, etc.).

**Information Security.** We follow a business practice of never initiating a request for non-public information via a voice phone call or by sending you an email message, a facsimile (“fax”) transmission, and/or a text message. We will never send you an electronic message with an embedded link for you to “click on” (select) to respond with non-public confidential information, such as a social security number, account number, birth date, User ID information, password, etc. When pointing your Internet browser to AmBank’s website at [www.ambankqc.com](http://www.ambankqc.com) you agree to be reasonably prudent and confirm the website you have accessed is precisely identified as [www.ambankqc.com](http://www.ambankqc.com) and not a third-party website with a similar, but different, website address. You agree that if you ever have any doubts or suspicion about the authenticity of a communication you receive that is purporting to originate from AmBank, you will seek independent confirmation of the message by contacting AmBank via a personal on-site visit to an AmBank office or through a

communications channel personally familiar to you, such as the email address or phone number provided by us in these Terms and Conditions.

### **USING THE AMBANK MOBILE BANKING SERVICE**

**Accessing The Mobile Service.** In order to access the Mobile Service, you must have a cell phone or other handheld device that can send and receive information using the technology that supports this Service (a “Mobile Device”). Internet access is not required on your Mobile Device to use the Mobile Service; however, certain services are only available through the Internet. The kinds of Mobile Devices and the telecommunications carriers that support the Mobile Service are described on our website. You are responsible for the purchase and maintenance of your Mobile Device and for any contracts with your telecommunication carrier necessary to operate your Mobile Device.

**Your Responsibility for Security.** Mobile Devices with Internet capabilities are susceptible to viruses. You are responsible to ensure that your Mobile Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components that could result in damage to programs, files, and/or your Mobile Device or could result in information being intercepted by a third party. We are not responsible if any non-public personal information is accessed via the Mobile Service due to any virus residing or being contracted by your Mobile Device at any time or from any source.

**Mobile Service Uses.** With the Mobile Service, you may use your Mobile Device:

- To view balances and recent transactions for each online banking account that you have enabled to be accessed from your Mobile Device (each, a “Mobile Account”).
- To make immediate, one-time transfers of funds between your Mobile Accounts. The terms and conditions for transfers using the Mobile Service, including any limitations on the amount and frequency of transfers, are the same as those for transfers using Online Internet Banking and are governed by your applicable account agreements.
- To view alerts as long as you have enabled the option in Online Internet Banking.
- To make single Bill Payments to vendor Payees you previously established in our Bill Payment service while logged in to an earlier separate Business Back Office Support Online Internet Banking session. This feature is subject to the Bill Payment terms and conditions in the Agreement.
- To conduct Wire or ACH Approvals from your mobile device
- To complete Mobile Deposits (Please see limits below)

We may change these Terms and Conditions from time to time, as provided herein, to add, modify or discontinue one or more terms of the Mobile Service. We also reserve the right, at our discretion, to impose a frequency or dollar limit on, or refuse to make, any transfers.

Mobile Accounts will only be enrolled in the Mobile Service to the extent you are the owner of the Mobile Account. We reserve the right to deny access to any Mobile Account at our discretion and without prior notice. Transfers from insured money market accounts and savings accounts are limited to six per month, including transfers from such accounts by check, debit card or similar order, and, if you exceed these limits, we may assess a penalty fee on each transfer exceeding these limits, close the account and/or convert the account to a non-interest bearing demand deposit account.

**Access.** The Mobile Service is generally available 24 hours a day and 7 days a week. However, at certain times, some or all of the Mobile Service may not be available due to system maintenance or reasons beyond our control, including, but not limited to, cellular service availability. We do not warrant that the Mobile Service will be available at all times. The display of Mobile Account information may vary based on your Mobile Device and your cellular service.

**Limits.** A deposit must be made within the initially granted limits prior to a request for a limit increase. Increase requests must be approved by upper management before increases will be completed. Increase requests must be in the form of writing to the Back Office Support Department via email to [BackOffice@goambank.com](mailto:BackOffice@goambank.com) or to your local Branch Manager.

**Bank Initially Granted Limit:**

- 5 items per day
- 20 items per week
- \$2500.00 per check
- \$5000.00 per day
- \$10,000.00 per 7 days

**Potential Business Limits:**

- 5 items per day (cannot change)
- 20 items per week (cannot change)
- \$10,000.00 per check (with approval)
- \$20,000.00 per day (with approval)
- \$30,000.00 per 7 days (with approval)

**LIMITATION ON LIABILITY**

We hope you will find the Mobile Service to be useful and reliable. However, it is important that you understand the limitations of the Mobile Service. The balance of a Mobile Account may be subject to change at any time, and the information provided to you through the Mobile Service may become quickly outdated. Because the Mobile Service is accessible only through your Mobile Device, your access to the Mobile Service may be limited by the service provided by your telecommunications carrier.

*Neither we nor our Licensor guarantee: (i) either the delivery or the accuracy of any information requested or provided through the Mobile Service; or (ii) that you will have continuous or uninterrupted access to the Mobile Service. We are not responsible for any delay, failure or error in the transmission or content of information provided through the Mobile Service. Neither we nor our Licensor will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through the Mobile Service; from any inaccurate information provided through the Mobile Service; from your use of or reliance on any information provided through the Mobile Service; or from your inability to access the Mobile Service.*

## SECTION B

### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

#### To be Agreed to by End User Prior to Use of the Downloadable App

Ownership. You acknowledge and agree that a third-party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

1. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
2. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
3. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

4. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
5. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
6. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.