

NEBRASKALAND BANK

Business Online Banking Service Agreement

This Business Online Banking Service Agreement ("Agreement"), which includes an Enrollment Form and current Fee Schedule, is a contract, which establishes the rights and obligations for your electronic access to your accounts at NebraskaLand Bank ("Bank") through <https://www.nebraskalandbank.biz> or <https://www.commercebankwyoming.biz/>, as applicable ("Business Online"). By using Business Online, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Bank, including but not limited to loan agreements, continue to apply notwithstanding anything to the contrary in this Agreement.

1. **DEFINITIONS** - As used in this Agreement, the words "we", "our", "us" and "Bank" mean NEBRASKALAND BANK or COMMERCE BANK OF WYOMING a branch of NebraskaLand Bank. "You," "your" and "Company" refer to the "Account Holder" (or the multiple "Account Holders" if applicable) authorized by Bank to use Business Online under this Agreement and anyone else you authorize to exercise control over your accounts and funds through Business Online. "Account" or "accounts" means your accounts at Bank. "Electronic funds transfers" mean transfers to and from your Bank accounts using Business Online. "Business Online Services" means the services provided pursuant to this Agreement, including such future enhancements as may be provided by Bank. "Business days" means Monday through Friday. Bank holidays are not included.
2. **BUSINESS ONLINE SERVICES; ACCESS** - To use Business Online, you must have at least one account at the Bank; acquire the computer hardware and software required to access Business Online, access to internet service, and an e-mail address. Access to your accounts through Business Online will be based upon the identification of users and authority levels specified by an Authorized Representative or Senior Administrator who is identified in your Enrollment Form or a Senior Administrator User Authorization Form. We undertake no obligation to monitor transactions through Business Online to determine that they are made on behalf of the account holder. You acknowledge that you are solely responsible for granting access to others in your company whom you desire to have access to the accounts. It is your responsibility to ensure that those users protect Access IDs and passwords.

You can use Business Online to check the balance of your accounts, view account histories, transfer funds between your accounts, view checks, originate ACH transfers, initiate Repetitive Wires, access Positive Pay and such other services that may be provided by Bank. You are responsible for identifying each entity that you want accessible through Business Online and a listing such entities will be included on the Enrollment Form. All accounts for each entity will be available on Business Online. Balances and activity information are available in real time.

You can use Business Online seven days a week, twenty-four hours a day, although some or all Business Online services may not be available occasionally due to emergency or scheduled Business Online maintenance.

3. **SECURITY** - You understand the importance of your role in preventing misuse of your accounts through Business Online and you agree to promptly examine your paper or electronic statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account, account number, Access ID and password. You understand that your Access ID and password by itself, or together with information related to your account, may allow unauthorized access to your accounts. Your Access ID and password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Business Online is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the Business Online is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Business Online, or e-mail transmitted to and from us, will not be monitored or read by others. We recommend that you utilize anti-virus software for your computer.

A. **Security Procedures** - You and your Senior Administrator(s) are strictly and solely responsible for establishing and maintaining procedures to safeguard against unauthorized access to your accounts and the initiation of unauthorized transfers. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of your security procedures, passwords, codes, security devices and related instructions provided by the Bank in connection with such procedures. If you believe or suspect

that any such information or instructions are known or have been accessed by unauthorized persons, you will notify the Bank immediately.

B. Passwords and Other Security Devices – You are required to (1) adopt a password and (2) comply with such other security devices as may be required by the Bank to authenticate your access to Business Online. You are required to change your password upon your initial login to Business Online. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly.

C. Security Procedures Commercially Reasonable - You will comply with the security procedure requirements described in this Agreement (including those described in paragraphs A and B above), and any other security procedure requirements established by Bank from time to time. You agree that given the size, type and frequency of your account access and transfers you may initiate from the accounts those security procedures are commercially reasonable and the Bank may rely on these procedures to verify the authenticity of requests for account access and transfer requests. You agree to be bound by any transfer requested in compliance with these security procedures whether actually authorized or not.

D. Specific Security Recommendations. In order to reduce the risk of cybersecurity fraud, we strongly recommend and encourage you to use a stand-alone terminal for all banking transactions, specifically including (if applicable) Biz BillPay, wire transfer requests and ACH origination. We also strongly recommend and encourage you to purchase cybersecurity insurance to help protect your information and assets from cybersecurity fraud. In the event that you fail to follow our recommendations in this regard, you agree that you will indemnify, defend and hold us harmless from and against any and all losses suffered by you or by us as a result of such failure.

4. FEES AND CHARGES - You agree to pay the fees and charges for your use of Business Online Services as set forth in the current fee schedule as it may be amended by Bank in its sole discretion from time to time. You agree that all such fees and charges will be deducted from the checking account designated as the "Billing Account" on your Fee Schedule Form. If you close your Billing Account, you must contact us immediately to designate another account as your Billing Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of Business Online.
5. BUSINESS ONLINE SERVICES – Bank will provide to you, subject to the terms and conditions contained in this Agreement, the service(s) that you request as specified on the Enrollment Form which is made a part of this Agreement.

A. Account Inquiries; Balance Reporting; Book Transfers; Posting of Transfers - Balance and activity information are available in real time. Previous account activity as well as current business day information will be provided in a memo post balance on your account(s). Bank will not be responsible for the accuracy and timeliness of the delivery of any information furnished to the Business Online by other reporting banks. You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that Bank may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. Balance information and transfers are subject to the following:

(1) Bank cut-off time for book transfer requests is 7:00 p.m. (CT), after which time such requests will be processed the next business day.

(2) Transfers initiated through Business Online before 7:00 p.m. (CT) on a business day (defined as Monday through Friday, bank holidays not included) are posted to your account the same day. Transfers completed after 7:00 p.m. (CT) on a business day, Saturday, Sunday or bank holiday, will be posted on the next business day. Business Online identifies transfers based upon the Access ID of the user who made the electronic transfer.

(3) Bank may, in its sole discretion, reject any transfer request if there are insufficient available collected balances in your authorized account(s) or if the transfer request (i) is not authenticated to Bank's satisfaction or which Bank, in good faith, believes may not be authorized by you; (ii) contains incorrect, incomplete or ambiguous information; (iii) a transfer request would exceed the transfer limitations set forth at 5.,A.,(4) below; (iv) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. Bank will incur no liability for any loss to you or to any third person occasioned by Bank's refusal to make such transfer.

(4) Regarding Savings account and Money Market accounts, during any STATEMENT CYCLE, you will be charged a fee for every transfer in excess of three per month. We will charge \$0.50 for each transfer in excess of three allowed for Savings accounts. A \$3.00 fee will be charged for each transfer in excess of three allowed debits per statement cycle for Money Market accounts. - You agree to pay the fees and charges as set forth in the current fee schedule as it may be amended by Bank in its sole discretion from time to time.

(5) If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

(6) If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (i) electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (ii) electronic fund transfers initiated through Business Online which would result in an overdraft of your account may, at our discretion, be canceled; and (iii) if the electronic fund transfers initiated through Business Online which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

(7) Periodic Statements - You will not receive a separate Business Online statement. Transfers to and from your accounts using Business Online will appear on the respective periodic paper or electronic statements for your Bank accounts

(8) Bank shall not be responsible for any loss or liability arising from: your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to Bank by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

B. Stop Payment – Bank may permit stop payment requests to be made through Business Online for checks only. If you desire to use this service, you will be required to sign a separate addendum to this Agreement entitled “Stop Payment Authorization.” Your use of the stop payment service will be governed by the terms of both this Agreement and the addendum.

C. Wire Transfer Requests (Repetitive Wires only) – Bank may permit wire transfer requests to be made through Business Online for repetitive wires only. If this service is used, you will be required to sign a separate addendum to this Agreement entitled “Wire Transfer Agreement and Security Procedures - Exhibit 2.” Your use of the wire transfer services will be governed by the terms of both this Agreement and the addendum.

D. Positive Pay – Bank offers positive pay through Business Online. If this service is used, you will be required to sign a separate addendum to this Agreement entitled “Positive Pay Services addendum to Business Online Internet Banking Service Agreement.” Your use of the positive pay service will be governed by the terms of both this Agreement and the addendum.

E. Automated Clearing House (ACH) Requests – Bank may permit ACH origination through Business Online. If this service is used, you will be required to sign a separate addendum to this Agreement entitled “Originator Company Agreement.” Your use of the ACH services will be governed by the terms of both this Agreement and the addendum.

F. Remote Deposit Capture – Bank offers remote deposit capture, some features of which can be accessed through Business Online. If this service is used, you will be required to sign a separate addendum to this Agreement entitled “Remote Deposit Capture Services Agreement.” Your use of remote deposit capture will be governed by the terms of both this Agreement and the addendum.

6. ADDITIONAL INFORMATION REGARDING BIZ BILLPAY – Bank offers Biz BillPay as part of Business Online. Biz BillPay allows you to direct Bank to make payments from designated checking account(s) (a “Bill Payment”) to the payees you designate and Bank accepts (“Payees”) in accordance with this Agreement (the “Authorized Payee List”). If you elect to use Biz BillPay through Business Online, the following terms and conditions will apply.

A. Setting Up Payees/Payments - To set up Payees and schedule payments you must complete a Biz BillPay enrollment form and any necessary User Authorization form(s). IF YOU WANT TO ADD A NEW PAYEE, USE “SET UP ACCOUNTS/PAYEE” ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Payee only by accessing Biz BillPay and entering the appropriate information for a Payee who is on your authorized list of payees. Most other additions, deletions, or changes can be made in writing or by using Biz BillPay. Bank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Bank will be assigned a payee code. You may pay any Payee you wish in the United States. Bank

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.

B. Bill Paying Process – The following paragraphs describe, in general terms, the bill paying process through Biz BillPay. This process is subject to modification by Bank from time to time.

(1) A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is established by Bank, is currently 3:00 CT or 2:00 MT. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business day (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

(2) 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 (generally weekends and certain holidays), it is adjusted based upon the following rules:

(a) 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 day prior to the calculated process date.

(b) 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 day 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) For single and recurring payments, YOU MUST ALLOW AT LEAST SEVEN (7) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access Biz BillPay prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

(4) You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Bank. Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the account and Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that Bank, at its option, may charge any of your accounts with Bank to cover such payment obligations.

(5) The Bank reserves the right to change the cut-off time. You will receive notice if it changes.

C. Liability – You are solely responsible and liable for controlling the safekeeping of, and access to, passwords or other security devices assigned to authorized users. You are liable for all transactions initiated by an authorized user even if that person exceeds his or her authority. You may terminate the authority of an authorized user to access Biz BillPay only by notifying Bank and arranging to change applicable passwords or security devices. You will be responsible for any bill payment that contains an error or is a duplicate of another bill payment. Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Bank is not liable for any failure to make a bill payment if you fail to promptly notify Bank after you learn that you have not received credit from a Payee for a bill payment. Bank 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 Bank's agent. In any event, Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with Biz BillPay, even if Bank has knowledge of the possibility of them. Bank 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 Bank's reasonable control.

D. Fees -- You agree to pay the fees and charges for your use Biz BillPay as set forth in the current fee schedule as it may be amended by Bank in its sole discretion from time to time.

7. ALERTS - Your enrollment in NebraskaLand Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your NebraskaLand Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. NebraskaLand Bank reserves the right to terminate its alerts service at any time without prior notice to you.

- A. Methods of Delivery - We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your NebraskaLand Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- B. Alerts via Text Message - To stop alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in NebraskaLand Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at {866-634-2100}. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- C. Limitations - NebraskaLand Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside NebraskaLand Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold NebraskaLand Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- D. Alert Information - As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

8. MISCELLANEOUS PROVISIONS

A. Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly.

B. Patriot Act and Bank Secrecy - It shall be the sole responsibility of Company to comply with all federal, state, and local statutes, ordinance, regulations, rules, and other laws applicable to Company, including but not limited to the United States Patriot Act and to verify that any amount transmitted by or to certain persons or entities are in compliance with Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, and as more specifically provided by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC). In addition, it shall be the sole responsibility of Company to ensure all suspicious activities are reported in compliance with the laws of the United States of America. Company shall indemnify and defend Bank for any claim or loss it may incur for any violation of this subparagraph B.

C. Confidentiality - The parties agree that confidentiality of information provided by each to the other shall be maintained and each shall use its best efforts to refrain from and prevent the use of or disclosure of any confidential information of the other party disclosed or obtained by either party under this Agreement, except when such disclosure is made in the performance of the party's obligations under this Agreement or is required pursuant to applicable laws or regulations or the order of any court or governmental agency.

(1) Bank information, including computer programs and software, documentation, training aids, manuals, and procedures, belonging exclusively to Bank or any third party licensor, shall be treated as confidential and Customer will not disclose any such information to any person other than employees who require such information to perform their duties.

(2) Company information processed under this Agreement shall be treated as confidential and will not be disclosed or otherwise made available to any person or entity except in accordance with the Bank's Privacy Policy. In addition, Company records shall be subject to examination by such Federal or State regulatory agencies as may have jurisdiction and authority to review said information to the same extent as such records would be subject if they were maintained and produced by Company on its own premises; or

D. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Business Online service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer, and in that event we will forward it by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the Business Online Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

E. Change in Services - The parties acknowledge and understand that from time to time, you may request that changes be made to the existing services covered under the terms of this Agreement. Such changes may include, but not be limited to, the addition of a new access code, the addition of a new representative who can authorize services and the addition of bank accounts and loans to Business Online. When you request such a change, a separate setup or authorization form may or may not be obtained from you in all instances. Your use of the services described in this Agreement, including any additional services added as part of the change request, nevertheless shall be governed by the terms of this Agreement.

F. "Consumer" Transactions - If this Agreement is entered into between the Bank and a natural person (a "Consumer"), or if a natural person may access, for his or her benefit, an account maintained in his or her own name (a "Consumer Account"), the Bank will provide separately any disclosures required by the Electronic Funds Transfer Act (15 USC §1693 *et seq.*) and/or Federal Reserve Board Regulation E (12 CFR §205 *et seq.*). Account records and disclosures with respect to a Consumer Account will be provided electronically only upon compliance with the consumer-consent and other applicable provisions of the Electronic Signatures in Global and National Commerce Act (E-Sign Act) 15 USC §7001 *et seq.*)

G. In Case of Errors or Questions about Your Electronic Transfers - If you believe your paper or electronic statement is wrong, or if you need more information about a transfer listed on the statement, you must telephone us at (308) 532-2100, or write us at PO Box 829, North Platte, NE 69103. You must exercise ordinary care to determine that a funds transfer was not authorized by you and notify the Bank of the relevant facts within a reasonable time not exceeding 60 days after the date you received notification from the bank that the funds transfer was accepted or that your account was debited with respect to the funds transfer order. When you contact us:

- (1) Tell us your name and account number (if any).
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you contact us orally or by e-mail, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-

initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

H. Disclaimer of Warranty and Limitation of Liability – BUSINESS ONLINE AND ALL OF THE SERVICES DESCRIBED IN THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Business Online Services provided to you under this Agreement. We do not and cannot warrant that Business Online will operate without errors, or that any or all Business Online Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Business Online, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through Business Online.

I. Your Right to Terminate - You may cancel your Business Online service at any time by providing us with written notice by postal mail E-mail or facsimile. Your access to Business Online will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

J. Our Right to Terminate - You agree that we can terminate or limit your access to Business Online Services for any of the following reasons:

- (1) Without prior notice, if you have insufficient funds in any one of your Bank accounts. Business Online Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- (2) Without prior notice, if, in our sole discretion there appears to be fraudulent or illegal use of the service.
- (3) Upon 3 business days’ notice, if you do not contact us to designate a new Billing Account immediately after you close your current Billing Account.
- (4) Upon reasonable notice, for any other reason in our sole discretion.

K. Communications Between the Bank and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- (1) E-mail -You can contact us by e-mail at ib_questions@nebraskalandbank.com (Please note that Banking transactions through Business Online are not made via e-mail.)
- (2) Telephone - You can contact us by telephone at (308) 534-2100
- (3) Facsimile - You can contact us by fax at (308) 534-5333
- (4) Postal Mail - You can write to us at:

NebraskaLand Bank
Electronic Banking Department
PO Box 829
1400 S Dewey
North Platte, NE 69103

- (5) In Person - You may visit us in person at any one of our locations.

L. Limitation on Damages; Indemnity - Bank's duties and responsibilities are limited to those described in this Agreement. Bank will not be responsible for any loss sustained by Company arising from Company's use of Business Online and the services described in this Agreement except to the extent such loss is caused by Bank's gross negligence, willful misconduct or breach of this Agreement; provided however, in no event shall Bank be liable for any **consequential or special loss or damages**. Except as

expressly provided in the previous sentence, Company agrees to indemnify and hold Bank harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses and attorneys' fees arising out of or resulting from Company's use of Business Online and/or any of the services described in this Agreement or resulting from breach of any of Company's obligations under this Agreement. No third party shall have any rights or claims against Bank under this Agreement and Company agrees to indemnify and hold Bank harmless from and against any and all claims, demands, expenses, losses and damages arising from such third party claims. Company's obligation to indemnify Bank shall survive termination of this Agreement.

M. General - This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your successors and heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule and any and all addenda and schedules hereto, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms of all addenda and schedules attached hereto are specifically incorporated in this Agreement by this reference.

**ADDENDUM
FEE SCHEDULE**

| Service Description for Basic Business Online | Fixed Monthly Fee |
|---|------------------------------|
| Funds Management <ul style="list-style-type: none"> • Account Inquiry • Internal Transfers • Document Retrieval • Statement Retrieval (without imaged items) • Export Transactions • Biz BillPay (optional) • *Estatements (Bank statements with imaged items) <i>*In order to avoid a monthly fee all business accounts must be enrolled for Estatements. Signed Estatement authorization form required.</i> | Free |
| Online Services Without Estatement Enrollment: | \$10.00 |

**All Business Online service fees will be automatically deducted from designated Billing account number.
Billing Invoice is available upon request.*