



cibmBANK

**TREASURY MANAGEMENT SERVICES
AGREEMENT**

TERMS AND CONDITIONS

Equal Housing Lender Member FDIC

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INTRODUCTION

These Terms and Conditions cover the treasury management services (the “Services”) that CIBM Bank is providing to you, and are part of the Treasury Management Services Agreement to which they are attached. Some of the capitalized terms used herein are defined in the *Glossary* that is found later in these Terms and Conditions. The words “we,” “our,” “us” and the “Bank” refer to CIBM Bank. When we use the term “you,” we are referring to each of the entities which you have identified to us when you subscribed for the Services.

These Terms and Conditions are intended to supplement and not to replace other agreements between you and us relating to your Accounts (collectively, the “Account Rules”), including, without limitation, the Account Agreement you signed and its attachments (namely, Your Deposit Account Terms and Conditions, and Electronic Funds Transfers – Your Rights and Responsibilities), and the documents you received that accompanied the Account Agreement (namely, the Terms and Conditions of Your Account, Important Information About Your Checking Account- Substitute Checks and Your Rights, Funds Availability Disclosure, and Schedule of Fees). These Terms and Conditions also supplement and apply to other agreements between you and us respecting particular Services.

The Services are summarized below and are more fully described in the product descriptions you have previously received or have received with this document, or which you receive in the future when you inquire about a particular Service. When we refer to “these Terms and Conditions” we are also referring to the product descriptions we have provided to you, as we may modify the same from time to time.

If you have any questions about the treasury management services which we offer, or about these Terms and Conditions, please contact your account representative.

By signing and returning the Treasury Management Services Agreement to which these Terms and Conditions are attached, you agree to these Terms and Conditions. If you want to use a particular Service and we approve your request to use the Service, you and we will jointly complete the forms we prescribe to initiate the Service. When we have done so and we have received any other necessary forms and any testing is completed, you may begin using the Service. These Terms and Conditions will govern your use of the Service.

We may change the terms, conditions and/or procedures that govern the Services or add new terms, conditions and/or procedures by giving you written notice thereof. Your use of the Services after you receive the change notice will constitute your acceptance of and agreement to the changes.

We may discontinue providing you with any or all of the Services at any time and for any reason. We will notify you if we elect to discontinue your access to a Service. Similarly, you are not obligated to use the Services, and may cancel any or all of the Services at any time and for any reason by notifying us of your decision.

TREASURY MANAGEMENT SERVICES GENERALLY

We offer certain treasury management services, generally involving either the transfer or disbursement of funds from your Account(s) or reporting of activity in your Account(s). Disbursement services would include automated clearinghouse services and wire transfer services. Reporting services would include positive pay.

We may provide you with access to the Services in a variety of ways, including over the Internet, by telephone or fax or through the mail. Generally, online access will only be available through the use of Alternative Signature and Verification Codes. You are responsible for managing access to the Alternative Signature and Verification Codes and their use, as more fully described below.

Your subscription to one or more Services is only for your use in your business. You may not use the Services for personal, family or household purposes. You may not give anyone else access to the Services or resell the Services.

You are responsible for selecting the method by which you access the Services. We will not provide Internet access, or any recommendation for Internet access or related services. You are responsible for any defect, malfunction or interruption in service or security due to your Internet communications software or any service provider you choose to use.

ALTERNATIVE SIGNATURE AND VERIFICATION CODES; UNAUTHORIZED ACCESS

For certain Services you will be required to use Alternative Signature and Verification Codes. You have sole responsibility for establishing and maintaining procedures to adequately safeguard against the unauthorized initiation of transfers using the Alternative Signature and Verification Codes.

You must appoint a Customer Administrator. The Customer Administrator is our main contact with respect to the Services and is responsible for managing all aspects of your use of the Services, including but not limited to managing security, verifying the initial services set-up, setting up Users and assigning User accounts and access privileges, training Users, updating us with changes in contact and other relevant information, and requesting any desired changes to the Services. You understand that the Customer Administrator has the capability of providing administrative privileges identical to that of the Customer Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If the Customer Administrator grants these privileges to a User, that User will also be considered a Customer Administrator.

You are required to use the Alternative Signature and Verification Codes every time you access certain of the Services. We may require you to change the Alternative Signature and Verification Codes periodically.

It is your responsibility to maintain the confidentiality of the Alternative Signature and Verification Codes and to maintain and delete Alternative Signature and Verification Codes for each individual User. You agree to accept full responsibility over the control of the Alternative Signature and Verification Codes. You must immediately notify us if you believe or suspect that any security information or instructions are known to or have been accessed by an unauthorized person(s).

APPOINTMENT AS AGENTS

By subscribing to Services, you authorize us to take any and all actions necessary to provide the Services, including making transfers to and from Accounts. You further authorize us, and appoint us and our officers and employees as your agents, to give such instructions to others, accept instructions from others, and to effect all transactions as necessary to provide the Services.

BALANCING AND CONTROLS

On a daily basis, you must review all input and output, controls, reports, and documentation, to ensure the accuracy of data we process. On a daily basis you must also verify that all file maintenance entries and all transactions were correctly entered. You are responsible for initiating timely remedial action to correct any improperly processed data which these reviews would disclose.

DUE DILIGENCE

You will supply us with due diligence information when requested. This information may include, but is not limited to, financial data, names and other information concerning the principles of your company, information about the business in which your company participates, information regarding the creditworthiness of your company, and payment history. We may, in our discretion, conduct a limited review of your company's operations, including but not limited to on-site inspections, to ensure compliance with the provisions of this Agreement. Where we reasonably believe your company's financial condition is impaired or deteriorating, we may refuse to process any entries or may require prefunding of all entries.

FEES AND PAYMENT

We will charge such monthly, transaction and other fees for the right to use the various Services as may apply from time to time. Our fees and charges may be changed by us at any time and from time to time. We will inform you of the fees and charges that apply to the Services you use upon request. We may debit any of your Account(s) to effect payment of the fees we charge. In addition, we may debit any of your Account(s) to collect any other amounts you may owe us for any reason. For example (but without limitation), if there is an overdraft in an Account for any reason, we may debit another Account and credit the overdrawn Account. You are responsible for all sales, use, excise, value added, utility and other taxes that may apply, as well as all tariffs, duties and other charges or assessments imposed by any government or regulatory agency.

FORCE MAJEURE

We are not responsible if our performance of any Service is delayed or prevented by causes not within our reasonable control, such as, for example, equipment failure; interruptions in or unavailability of communications resources; acts or omissions of third parties; labor disputes; fires; floods; acts of government authorities; or, without limiting the foregoing, any other cause we are unable to prevent through the use of reasonable means, whether of the class of causes listed here or not.

GOVERNING LAW AND RULES

The laws of the state of Wisconsin govern our agreements and the Services. The Services are also subject to applicable federal rules established by Federal Agencies. Automated clearinghouse services are also subject to the ACH Rules and Uniform Commercial Code Article 4A. If you subscribe for wire transfer service, that Service is also subject to Reg J if all or any part of the funds transfer is made through Fedwire. You agree to be bound by all applicable laws and rules.

LEGAL COMPLIANCE

You are responsible for meeting all regulatory requirements applicable to your business. You specifically acknowledge that you will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the OFAC laws and regulations.

You are responsible for determining that any forms which are used with your customers, and all records you retain, comply with all applicable laws. If you need information from us in order to comply, we will use reasonable efforts to provide the information promptly upon your request.

The records maintained and produced in connection with the Services will be available for examination and audit by government agencies having jurisdiction over your business, who will have the right to ask for and to receive directly from us any reports, summaries, or information contained in or derived from data in our possession related to you. We will notify you as soon as possible of any request by a government agency to examine your records, if we are permitted to make such a disclosure to you. You agree that we are authorized to provide all information when requested by a government agency.

NO COMMITMENT TO LEND

You understand and agree that we are under no obligation to extend credit, provisional or otherwise, to you as a result of your subscribing for any of the Services. Any past extension of credit to you, or any series or pattern of such extensions, does not obligate us to make additional credit available to you on any particular occasion.

NOTIFICATION

Once your funds have been transferred, time is of the essence if they must be recovered. Therefore, you agree to review all notices received from us as quickly as possible and as an activity having an urgent priority, to determine if any payment order or transfer of funds was unauthorized or executed erroneously, such as (by way of example and not limitation) an unauthorized payment order, a payment to a beneficiary not intended by you, a payment in an amount greater than the amount intended by you, or a payment order duplicative of a payment order previously sent by you. You agree to notify us of any such occurrence, along with all relevant facts, immediately when you discover that the payment order was accepted by us or that an Account was debited with respect thereto, or if you believe or suspect that any of your Alternative Signature and Verification Codes, information or instructions are known to or have been accessed by an unauthorized person(s). **YOU MUST CALL US IMMEDIATELY At 877-925-3030.** We are not responsible for any loss resulting from an error or unauthorized transfer of funds that would otherwise be our responsibility if you do not promptly review the notice provided by us or do not immediately notify us upon discovery that an error or unauthorized transfer of funds occurred, and you will be liable to us for any loss we incur as a result thereof, except and only to the extent otherwise mandated by law in a particular case. The provisions hereof apply equally to amendments to payment orders. You agree that, to the extent applicable law expressly affords you a "reasonable time" to notify us of an unauthorized payment order notwithstanding the provisions hereof, three (3) business days is a reasonable time, and in such a case you must notify us of the unauthorized payment order no later than three (3) business days after notice of the transaction was provided to you, unless Account Rules provide for a shorter notification period.

OWNERSHIP OF DATA

You are the owner of your data that is supplied to us for processing in connection with Services. You have no rights in any of the systems we use to deliver the Services to you. You are responsible for maintaining your own copies of all data that is supplied to us, it being understood that we may dispose of all data in our possession at any time.

PERFORMANCE

We will perform the Services in a commercially reasonable manner, which is similar to the services provided to our other customers, and no other or higher degree of care. Except as otherwise described in these Terms and Conditions, we are not assuming any other obligation as to performance or quality of the Services provided.

We will process items, transactions and data and perform Services on the basis of the information furnished by you. We are entitled to rely upon any information or instructions provided by you. If any error occurs, you are responsible for discovering and reporting the error and supplying the data necessary to correct the error to us for processing at the earliest possible time. You will indemnify and hold us harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the data, information or instructions provided by you or any inaccuracy or inadequacy therein, (ii) any breach or failure to comply with these Terms and Conditions by you, and (iii) any act or omission by you or any of your employees or agents that results, directly or indirectly, in the transfer of funds to any person, real or fictitious, not entitled to such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer. You assume all risk of loss, delay and miscommunication in the transmission of data unless the same is caused by the gross negligence or willful failure on our part to comply with our obligations in providing the Services.

If you are aware of a defect in a Service, you are responsible for making appropriate internal or procedural adjustments until we correct the defect. We will provide reasonable assistance to you at no charge. We will also make every commercially reasonable effort to correct any known material defect.

RECORDING OF COMMUNICATIONS

You agree that all telephone conversations, e-mail messages and other data transmissions made by or to you in connection with the Services may be monitored and electronically recorded and retained by us or our agents and service providers without further notice to you.

REMEDIES UPON DEFAULT; LIMITATION OF LIABILITIES

If you default, we may declare all amounts you owe us to be immediately due and payable. We may bring a Claim for or otherwise obtain payment from you of any fees or other sums due us, and may debit an Account in order to do so. We may also recover any damages to our equipment or systems caused by your actions or failures to act.

If we are in default and we do not cure the default within ten days, you may bring a Claim for damages directly and solely caused by our default. Our liability shall in no event exceed an amount equal to the fees paid by you for Services during the three months immediately preceding the default, except to the extent such limitation is expressly unenforceable by law in a particular case. In addition, except to the extent otherwise mandated by law, our sole responsibility for an error by us or our third party provider will be to correct the error.

Either party may also seek equitable remedies, including, without limitation, specific performance and injunctive relief.

The parties agree that these damage provisions are reasonable in light of all present predictable circumstances (including anticipated damages), in that the fees to be charged by us for the Services are not sufficient for us to assume greater liability.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR PENALTIES OR LATE CHARGES, OR FOR REIMBURSEMENT OF THIRD PARTY CLAIMS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES. YOU HEREBY WAIVE ALL SUCH DAMAGES AND AGREE THAT THE REMEDIES PROVIDED IN THIS AGREEMENT WILL BE YOUR SOLE AND EXCLUSIVE REMEDIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

NO ACTION MAY BE BROUGHT BY YOU AFTER ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE GIVING RISE TO THE CLAIM.

SECURITY

You understand that, while we and our service providers have established security procedures designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You acknowledge that access to the Services will not be free from delays, malfunctions or other inconveniences, and we are not responsible for the consequences thereof. You assume full responsibility for all transfers of funds made by us in accordance with this Agreement and at the request of a User or anyone who purports to be User, as well as all transfers of funds that benefit you whether or not authorized. Except and only to the extent required by law in a particular case, we will have no responsibility for, and you assume full responsibility for, any Unauthorized Transfer regardless of the source or cause thereof.

You hereby agree to the security procedures relating to Online Money Manager and the SFTP Service described in the Security Notice attached hereto. You acknowledge that such security procedures are commercially reasonable methods of providing security against unauthorized payment instructions. You acknowledge that such security procedures are not for the detection of errors. You will be bound by any instruction for the transfer of funds that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Without limiting the generality of the previous sentence, you

are responsible for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means, such as (by way of example and not limitation) phishing, pharming, keylogging or other fraudulent activity enabled by malware. In addition, If you choose a different security procedure than the one offered to you, you hereby agree to be bound by all transactions, whether or not authorized, issued in your name and accepted by us in compliance with the security procedure chosen by you. In any case, if we do bear responsibility, it will extend only to losses caused solely and directly by us, and our liability will in any event be limited as provided in the paragraph above captioned REMEDIES UPON DEFAULT; LIMITATION OF LIABILITIES.

TRANSPORTATION AND/OR TRANSMISSION OF DATA

The responsibility and expense for transportation and/or transmission of and risk of loss of data and media to and from our data center shall be borne by you. We will notify you of the time by which your data and/or media must be delivered to us for processing.

USE OF THE SERVICES

You must use the Services in accordance with such policies as we may establish from time to time and communicate to you. You agree and represent that the individual signing the Treasury Management Services Agreement is specifically authorized by your board of directors or other governing body to execute agreements of this nature. If you are a financial institution, you represent that your performance in connection with the Services will not affect your safety or soundness or that of any of your affiliates. You also represent that the obligations you incur in connection with the Services will be properly reflected on your books and records and you will provide us with evidence of that fact upon our request.

WARRANTIES

We represent and warrant that:

- Our computer systems (hardware and software) are capable of performing the Services. The software we use to provide the Services will operate substantially in accordance with its specifications and documentation.
- The Services we provide to you will substantially conform to the descriptions contained in the product descriptions provided to you, as we may modify the same from time to time.

WE DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SERVICE TERMS

The following terms and conditions apply to specific Services. These provisions only apply to you if you have subscribed for the Service to which they apply. These provisions are deemed to include any descriptions of the Services contained in the product descriptions we provide to you, as we may modify the same from time to time.

SWEEP ACCOUNTS

This Service enables you to make automatic daily transfers to and from an Account, either as a means of investing excess funds or as a means of managing draws and payments on a line of credit we have provided to you. By using this Service, you authorize us to make transfers to and from your designated Account (the "Sweep Account") each Business Day, as appropriate for the particular Service involved and as further described herein.

If you use a Sweep Account to invest excess funds, we will withdraw, each Business Day, the balance of the collected funds in the Sweep Account over a defined floor, and deposit the amount so withdrawn to the investment vehicle you choose. The investment vehicles currently available are money market accounts and repurchase agreements. Each investment vehicle has a minimum deposit requirement, and you must also sign an Automated Sweep Service Agreement, and for certain investment vehicles, a Master Repurchase Agreement, each of which we will provide to you separately.

Interest earned on the deposits in the Sweep Account or any investment vehicle may not be the best or optimum investment for your excess cash, and may not be the highest rate of interest available through or offered by us.

MONEY MARKET SWEEP

This Service enables you to invest excess funds in your Sweep Account by transferring the excess funds to a money market account we offer. We currently offer a money market account based on an index rate and one that is non-indexed. Funds transferred to a money market account are FDIC-insured and subject to FDIC insurance limits.

REPURCHASE SWEEP

This Service enables you to purchase government securities offered by us. We will repurchase those securities on the next Business Day at an agreed upon, preset price. The governments securities generally sold and repurchased by us are those with a term of less than 7 years and include discount and interest bearing notes and bonds issued by the U.S. Treasury Department or U.S. Government Sponsored Enterprises (*e.g.*, Federal National Mortgage Association or Federal Home Loan Bank). We retain custody of the securities. Government securities available for sale and repurchase are limited to \$1,000,000 on any given day, unless otherwise agreed by us. Each transaction earns interest at the pricing rate set by us from time to time (the "Price Differential").

On the day the sweep transaction is initiated, the purchase price of the government securities is debited to the Sweep Account, and the funds are transferred into a non-deposit account (the "Repo Account") which is used to purchase the designated government securities. The funds are swept at the close of the Business Day based on the collected balances in the Sweep Account and used to purchase the designated government securities at that time. We agree to repurchase the government securities on the next Business Day for an amount equal to the purchase price debited to the Sweep Account plus the Price Differential, which will be deposited to the Sweep Account on the next Business Day.

We will confirm in writing the issuer, maturity date, coupon rate, par amount and market value of security subject to the repurchase transaction and shall further identify a CUSIP or mortgage-backed security pool number, as appropriate. Such confirmation is made as of the end of the day of initiation of the transaction.

REQUIRED DISCLOSURE

WE ARE NOT PERMITTED TO SUBSTITUTE OTHER SECURITIES FOR THOSE SUBJECT TO THIS AGREEMENT AND THEREFORE MUST KEEP YOUR SECURITIES SEGREGATED AT ALL TIMES, UNLESS IN THIS AGREEMENT YOU GRANT US THE RIGHT TO SUBSTITUTE OTHER SECURITIES. IF YOU GRANT THE RIGHT TO SUBSTITUTE, THIS MEANS THAT YOUR SECURITIES WILL LIKELY BE COMMINGLED WITH OUR OWN SECURITIES DURING THE TRADING DAY. YOU ARE ADVISED THAT, DURING ANY TRADING DAY THAT YOUR SECURITIES ARE COMMINGLED WITH OUR SECURITIES, THEY MAY BE SUBJECT TO LIENS GRANTED BY US TO THIRD PARTIES AND MAY BE USED BY US FOR DELIVERIES ON OTHER SECURITIES TRANSACTIONS. WHENEVER THE SECURITIES ARE COMMINGLED, OUR ABILITY TO RE-SEGREGATE SUBSTITUTE SECURITIES FOR YOU WILL BE SUBJECT TO OUR ABILITY TO SATISFY ANY LIEN OR TO OBTAIN SUBSTITUTE SECURITIES.

You understand and acknowledge that the Repo Account **IS NOT A DEPOSIT ACCOUNT AND IS NOT INSURED, NOR GUARANTEED, BY THE FDIC**. In the event of a failure of our bank, the FDIC will recognize your ownership of the government securities purchased for you at the end of the Business Day preceding our bank failure.

YOU FURTHER UNDERSTAND THAT THE SECURITIES INVESTOR PROTECTION ACT OF 1970 ("SIPA") DOES NOT PROTECT YOU WITH RESPECT TO ANY REPURCHASE SWEEP TRANSACTION; AND OUR OBLIGATION TO REPURCHASE THE PURCHASED SECURITIES IS NOT GUARANTEED BY THE U.S. GOVERNMENT OR ANY OTHER GOVERNMENTAL AGENCY OR REGULATORY ENTITY.

LINE OF CREDIT SWEEP

If you use a Sweep Account to manage draws and payments on a line of credit we have provided to you, we will draw, each Business Day, on your line of credit, to the extent of its availability, and deposit the amount so drawn to the Sweep Account, as needed to cover debits made to the Sweep Account that Business Day to the extent the balance in the Sweep Account would otherwise be reduced below the defined floor at the end of a Business Day. If there are excess collected funds in the Sweep Account over the defined floor at the end of a Business Day, we will withdraw those excess funds at the end of the Business Day and apply them to pay down your line of credit. We are not obligated to draw on your line of credit beyond its availability. You authorize us to make transfers to and from the Sweep Account to make the draws and payments on the line of credit described herein.

Your line of credit with us is evidenced by loan documents. We are under no obligation to extend credit, provisional or otherwise, to you as a result of using a Sweep Account. All credit from us to you is governed by the loan documents. Any past extension of credit to you or any series or pattern of such extensions, does not obligate us to make additional credit available to you on any particular occasion, except to the extent required by the loan documents. Nothing in these Terms and Conditions affects, limits, waives or impairs any of our rights and remedies under the loan documents.

Funds swept from the Sweep Account to pay down your line of credit are not deposits and, therefore, are not insured or guaranteed by the FDIC. In the event our bank fails, any funds swept from the Sweep Account will be used to reduce your line of credit balance. Any funds remaining in the Sweep Account will be insured under applicable FDIC insurance rules and limits.

ZERO BALANCE ACCOUNTS

This Service enables you to make daily transfers to and from two separate Accounts as needed to maintain a zero balance at the end of each Business Day in one of the Accounts (the "Zero Balance Account"). You authorize us to transfer funds between the Zero Balance Account and the funding Account as needed to maintain a zero balance in the Zero Balance Account. We are not obligated to create an overdraft in the funding Account. You must maintain sufficient collected funds in the funding account and Zero Balance Account to avoid creating an overdraft in the Zero Balance Account. Funds transferred using Zero Balance Accounts are FDIC-insured and subject to FDIC insurance limits.

ONLINE MONEY MANAGER

To use this Service, you must have a commercial checking account. You may use this Service with your Eligible Accounts. Any Customer Administrator may grant access and other privileges to one or more Users. A User's privileges may be restricted or limited in accordance with our procedures. Please note that any User who has access to an Eligible Account will, acting alone, be authorized to access any linked account. Deposit and loan accounts that have a common tax identification number may be linked for access purposes. An account that requires two signatures for withdrawals may not be an Eligible Account for use with this Service.

You may check the current balance and other account information on all of your Eligible Accounts. You may also order copies of checks, place stop payments on checks, download your account information to financial management software and upload data. You may use Online Money Manager to perform transfers between Eligible Accounts. You may make payments to Eligible Loans from Eligible Accounts. You may initiate advances from Eligible Loans to Eligible Accounts if the Eligible Loan allows for such advances and there is availability on such loan. You may obtain historical information regarding Eligible Loans through this Service.

You agree that we may respond to you by e-mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such e-mail sent by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you access your Online Money Manager Service within that time frame.

We may at any time, without prior notice to you, modify, suspend or terminate your privilege of using Online Money Manager and/or withhold approval of any transaction. In the event we do any of the foregoing, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any Customer Administrator may cancel Online Money Manager on your behalf. Such cancellation will not affect the rights and obligations of either of us for transactions made before we have had a reasonable time to respond to your cancellation request.

You may cancel Online Money Manager by calling us at 877-925-3030 or writing us at CIBM Bank, P.O. Box 6116, Champaign IL 61826-6116 or by sending an e-mail message through Online Money Manager. If you call or e-mail, we may also require you to confirm your request in writing. Since service cancellation requests can take several days to process, you should cancel all transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for transfers not cancelled or transfers made due to the lack of proper notification by you of Service termination or discontinuance for any reason. Once we terminate your Service, any pending transfers will be terminated.

We may convert your Account to inactive status if you do not sign on to Online Money Manager or have any transaction scheduled through Online Money Manager during any consecutive 30 day period. If your Online Money Manager is considered inactive, you must contact us to have Online Money Manager activated before you will be able to schedule any transaction or otherwise use the Service.

If you subscribe to Online Money Manager, you agree that we may deliver our privacy notices and opt-out notices to you by making them available on our web site, and you agree to receive all updates to these Terms and Conditions and all notices and other communications and Disclosures regarding Online Money Manager electronically. If you change your e-mail address, you must immediately sign on to Online Money Manager and update your e-mail address. You can request paper copies of any documents by calling 877-925-3030 or by sending an e-mail through Online Money Manager. Any e-mail request to contact@cibmarine.com should not contain any confidential information. (i.e. account numbers)

ONLINE WIRE TRANSFERS

This Service allows you to direct us to transfer funds from an Account. We may transfer funds by using any commercially reasonable funds transfer system, and the transfer may be made in whole or in part through the automated payments network operated by the Federal Reserve System.

We strongly recommend that you separate the ability to create or modify wire transfer requests from the ability to transmit wire transfer requests to reduce your risk of suffering a loss resulting from an unauthorized or fraudulent wire transfer.

We will execute an online wire transfer only if the designated Account to be charged has a sufficient collected available balance. The transfer request must also contain all of the following information: (a) the account number from which the funds are to be withdrawn, (b) the amount to be transferred, (c) the name of the beneficiary's bank, (d) the routing and transit number of the beneficiary's bank, and (e) the name and account number of the beneficiary of the transfer. We will pay payment orders based upon the identifying number even if it identifies a person or bank different from the person or bank named in the payment order.

If sufficient collected funds are not on deposit in the Account, we are not obligated to make the requested transfer, and we will not be liable if we choose not to do so. If we elect to make the transfer, however, you will be liable for the amount transferred, and if the transfer creates an overdraft in the Account, you agree to pay us, on demand, interest and overdraft fees as published in our most current fee schedule as well as our costs of collection including reasonable attorney's fees.

If more than one payment order is made at or about the same time, and if the collected funds on deposit in the Account do not cover all of the payment orders, we may, at our option, choose which payment orders to execute in any order we determine.

Payment orders may be transmitted to us during that part of any Business Day when we are open for the receipt and processing of payment orders. Generally, payment orders are processed upon receipt and verification, although we may handle payment orders received from you in any order regardless of the order in which they are received. You acknowledge that the deadline for submitting a payment order is set by us and is subject to change by us from time to time. **Our deadline is currently 3:30 p.m. Central Time.** A payment order that is received and verified by us before the deadline will generally be executed by us on the Business Day received. At our discretion, we may execute a payment order received and verified by us after the deadline on the Business Day received, if possible, or treat it as if it were received and verified at the opening of the next Business Day.

We may decline to execute a payment order for any reason. Our rejection of a payment order is effective when notice thereof is given to you; if we give you the notice of rejection by the same means you gave us the payment order or by any other means that is reasonable under the circumstances.

If you request us to cancel or amend a payment order, we will try to do so if the request is received by us in a manner affording us a reasonable opportunity to act on it before execution of the payment order. If a security procedure was used with respect to the payment order, a communication is not effective to cancel or amend the payment order unless the security procedure is also used with respect to the cancellation or amendment request, unless we nevertheless agree to the cancellation or amendment. The effect of cancellation of a payment order is to treat the payment order as if you never issued it. The effect of an amendment of a payment order is to treat the payment order as originally having been issued in the amended form. If we accept the cancellation or amendment request, you will hold us harmless from and indemnify us against any and all losses and expenses, including reasonable attorney's fees, which we incur or suffer as a result of the cancellation or amendment or attempted cancellation or amendment.

Unless otherwise instructed by you, in executing a wire transfer, we may issue a transfer to an intermediary bank through which a wire transfer conforming to your transfer request can be issued to the beneficiary's bank.

Each wire transfer to be made on a recurring basis from the same Account to the same beneficiary and account at the same payee bank (a "Recurring" wire transfer) will be assigned an alpha and/or numeric code designed to enhance accuracy in processing. Recurring wire transfers are established using our Online Money

Manager. Following the establishment of a Recurring wire transfer, if a payment order does not contain the established alpha and/or numeric code, we will treat the payment order as a non-Recurring wire transfer. If you use an incorrect alpha and/or numeric code, we are not obligated to execute the payment order, but if we execute the payment order, you will be obligated to pay the amount of the transfer.

You must inform us promptly in writing whenever there are deletions from or additions to the list of Users or Accounts. Until we receive a new designation changing a User or Account, we may continue to rely on the designations on file.

In some cases, wire transfers can be initiated by phone or in person in lieu of using the Online Money Manager, and international wire transfers are never handled through the Online Money Manager. If you wish to use any of these services, you should contact your personal banker. These services are not covered by these Terms and Conditions and would require you to sign separate agreements with us.

ACH

This Service enables you to initiate automated clearinghouse debit and credit entries, and may include multiple features, such as web-enabled data entry, file transfers, and uploads. You must transmit NACHA formatted credit and debit entry files to us in accordance with the instructions provided by us. The total dollar amount of entries transmitted by you on any day may not exceed the amount approved by us for your daily use.

This Service is subject to the ACH Rules, and is also subject to the Account Rules and any other agreements between us governing or referring to the Account(s) or automated clearinghouse transactions. In cases of inconsistency or conflict between our Account Rules or other agreements and these Terms and Conditions, our Account Rules and other agreements will control.

It is your responsibility to obtain a copy of the ACH Rules, as well as amendments to the ACH Rules when and as they are issued by NACHA (available at www.NACHA.org). Please contact your personal banker if you need assistance obtaining copies.

We will transmit entries received from you as an originating depository financial institution to the Federal Reserve Bank acting as an automated clearing house operator; and settle for such entries as provided in the ACH Rules. You acknowledge that the deadline for submitting an entry is set by us and is subject to change by us from time to time. **Our deadline is currently 3:30 p.m. Central Time.** Entries that are received, verified and authorized by us before the deadline will generally be transmitted in a timely manner. This means that a timely submitted entry will be transmitted to the ACH processor so that it can be received and posted by the receiving depository financial institution on the next Business Day after submittal to us. For example, an entry that is received verified and authorized by us before the deadline on Wednesday would generally be transmitted by us so that it can be received by the receiving depository financial institution on Thursday and posted based on the Effective Date of the file. If we receive an entry that cannot be verified and authorized by us before the deadline, we may at our option treat it as having been received on that Business Day or on the next Business Day.

If an entry is for credit to an account maintained with us (*i.e.*, an on-us entry), we will credit the recipient's account on the Business Day the entry is received, verified and authorized by us, if that occurs before the deadline. If the entry cannot be verified and authorized by us before the deadline, we may at our option credit the recipient's account on that Business Day or on the next Business Day.

We may reject an entry which does not comply with our requirements or for any other reason we deem appropriate. We will notify you orally (by phone or in person), electronic transmission (including email), or in writing of such rejection no later than the Business Day the entry would otherwise have been posted to the recipient's account. Notices of rejection will be effective when given. We will have no liability to you by reason of the rejection of an entry or the fact that notice of rejection is not given at an earlier time.

We will use reasonable efforts to act on a request to amend or cancel an entry submitted by you, before we transmit the entry to the ACH processor (or, in the case of an on-us entry, before we credit the recipient's account). However, we will have no liability if such cancellation or amendment is not effected. You agree to reimburse us for any expenses, losses or damages we may incur in effecting or attempting to effect your request for the cancellation or amendment of an entry.

We will credit or debit the ACH Account for any amount received or paid by us by reason of the return of an entry processed by us. Such credit or debit shall be made on the Business Day the returned entry is received and processed by us. We will notify you orally, by electronic transmission or in writing of the receipt of a returned entry, generally no later than one Business Day after the Business Day we receive the return. We will have no obligation to retransmit a returned entry. If you wish the entry to be retransmitted, you must submit it to us as a new entry.

You will designate an ACH Account with us for processing of ACH transactions. You agree to pay us the amount of each entry transmitted by us at your request on the Business Day we transfer the funds, and we may, without prior notice or demand, obtain payment by debiting the ACH Account. You agree to maintain at all times a balance of collected funds in the ACH Account sufficient to cover your payment obligations to us.

If the ACH Account does not have sufficient funds to process all entries initiated by you, we may, at our discretion, reject or process the pending entries. We may, at our option, choose which entries to process in any order we determine. You will be liable for the full amount transferred, and if the transfers create an overdraft in the ACH Account, you agree to pay us, on demand, interest and overdraft fees as published in our most current fee schedule as well as our costs of collection including reasonable attorney's fees.

You understand that the receiving and sending financial institutions in an ACH transaction may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny or verification against the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN) list, and that this action may affect the settlement and/or availability of the ACH transaction.

In order to originate international ACH transactions, you must sign an International ACH Agreement in our standard form, which will be provided separately.

SECURE FILE TRANSFER PROTOCOL (SFTP) SERVICE

The Secure File Transfer Protocol (SFTP) Service enables secure file transfer capabilities between networked hosts via a dedicated site and may be used in connection with certain of the Services. Access to the site is strictly limited to you and any authorized Third Party (as defined below).

1. A Site ID and Password will be delivered that will provide access to the site through the SFTP process. Customer assumes responsibility for the use and confidentiality of such Site ID and Password, and such access to the data on the SFTP server through use of this Site ID and Password. Bank or its provider may suspend or revoke the access granted to the site at any time at its sole discretion.
2. Encryption is used for data security with all transmissions. You and any authorized Third Party must meet authorized requirements for approved transmission options.
3. You may be using special equipment, services or software provided by a third party to assist you in processing files hereunder ("Third Party"). You (i) agree that any Third Party is acting as your agent in the delivery of files to us, and (ii) agree to assume full responsibility and liability for any failure of that Third Party to comply with all applicable laws, rules, or this Agreement. We will not be liable for any losses or additional costs incurred by you as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. You are solely responsible for maintaining compliance with the requirements of any Third Party, including applicable requirements contained in this Agreement's Security Notice regarding obtaining any software updates. We shall have no responsibility for any file handled by a Third Party until that point in time when we accept and approve a file from such Third Party for processing.

SAME DAY ACH

This Service enables you to initiate automated clearinghouse debit and credit entries with an effective Entry Date of the date of or a date prior to the date of the transmission of the File. Such entries shall be considered to be a Same Day ACH Entry and shall be subject to the Same Day ACH fee. IAT and Entries above \$25,000 are not eligible for Same Day ACH processing.

The deadline to submit a Same Day ACH file is currently 11:30 am Central Time.

All other ACH rules and regulations apply (See ACH section).

In order to originate Same Day ACH transactions, you must sign a Same Day ACH Agreement in our standard form, which will be provided separately.

ACH FILTERS/BLOCKS

This Service enables you to determine which ACH transactions can be posted to an account and gives you the ability to automatically return ACH transactions when an exception is encountered. You must instruct us on specific transaction information, including but not limited to debits, credits, originating company, ACH company ID, SEC codes, Amounts, ABA number and whether the transaction is allowed or disallowed. Acceptable SEC codes include BOC, CCD, CTX, IAT, PPD, TEL, WEB. Filter blocked items will be returned to the originating bank, which is responsible for notifying and returning item(s) to the originator. All blocked debit ACH transactions will be returned as an Unauthorized Item (code R29) per the signed ACH Filter agreement.

ACH POSITIVE PAY

This Service enables you to view, pay or return ACH transactions. ACH Positive Pay (Reverse Positive Pay) allows us to add another layer of fraud protections by permitting you to determine whether certain ACH transactions should post to your account or whether these transactions should be returned. ACH Positive Pay will work in conjunction with ACH Filter in determining which transactions should nonpost and be presented to you for return/pay decisions.

ACH Positive Pay excludes SEC codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded from the functionality of ACH Positive Pay are ACH incoming returns and corrections.

Throughout the Business Day, ACH transactions will post to your account creating exceptions for blocked items that are not exempt and match your ACH Filter specifics. You must login to review and resolve the exception items, if any, on Online Money Manager on the following Business Day and submit your decision to either pay or return the exception items, before our deadline (1:00 p.m. Central Time). You will receive notification of exceptions on the following Business Day within Online Money Manager when transactions attempt to post. Exceptions not resolved by the deadline will be returned as unauthorized in accordance with the default option of "return all." You may change the default for unresolved exceptions to "pay all" by notifying us through Online Money Manager.

POSITIVE PAY

This Service enables you to match checks you have issued from a designated Account with checks drawn on that Account that are presented to us for payment, and instruct us whether or not to pay the checks.

Note: This Service does not apply to checks cashed at a branch. *Checks cashed at a branch will be subject to our standard check cashing policy.*

Each Business Day, at any time between 7:00 a.m. and 3:30 p.m. Central Time, you must send us a transmission file through Online Money Manager listing the checks drawn on the Account that were issued by you on that Business Day and indicating the check number and dollar amount of each check.

Each Business Day, we will review the checks drawn on the Account that were presented to us for payment on the preceding Business Day. We will match the check number and dollar amount of each check against the data received from you. We will identify as an exception item the checks presented to us, if any, that do not match the check number and/or dollar amount provided by you. We will post the exception items, if any, on Online Money Manager on the first Business Day (generally by 11:00 a.m. Central Time) after the Business Day the items are presented to us. You will see the exception items, if there are any, when you log on.

You must review the exception items posted on Online Money Manager each Business Day, and submit your decision through Online Money Manager to either pay or return the exception items, before our deadline (currently 1:00 p.m. Central Time) on that Business Day. If you do not respond by the deadline, we will act in accordance with the default option of "return all," and we will return the exception items to the presenting banks. You may change to the default option of "pay all" by notifying us of this choice through Online Money Manager.

Reverse Positive Pay is a service that creates a list of all checks paid on that account each day. This creates exception items for all checks paid that must be submitted as pay or return through Online Money Manager each Business Day. The deadline (currently 1:00 p.m. Central Time) on that Business Day applies.

LOCKBOX

This Service enables your customers to mail payments to a post office box controlled by us. We will open, inspect, and date stamp all lockbox items and deposit checks payable to you in your designated Account. We will indorse all checks accepted by us without the signature of the payee and deposit the checks to your designated Account. We do not guarantee collection of any payments from your customers. All credits to the Account are provisional, and we may reverse a credit for an item that is not honored by the paying bank for any reason.

We are entitled to exclusive and unrestricted access to the lockbox contents and have the sole right to direct how the contents are handled. Prior to deposit of checks to your Account, the lockbox contents will not be available to you except upon our specific consent.

We may delegate our duties to third party agents or service providers.

You are responsible for instructing all of your customers regarding our requirements and operating procedures, which are subject to change by us from time to time. Our current requirements and operating procedures include, without limitation, the following:

1. Each payment must be accompanied by an invoice.
2. Instruments payable in foreign money will be sent for collection, converted into U.S. dollars, and deposited into your designated Account when paid by the correspondent bank. Canadian checks will be credited on the date received. The exchange rate will be determined by us and will be applied to your designated Account when payment is received by us.
3. If an item is not dated, we may insert the current date with a date stamp and process the check.
4. Postdated checks will be deposited on the date received. We will have no liability for depositing postdated items into your designated Account.
5. Checks dated six months or older may be deposited.
6. If the drawer's signature is missing and the check contains no indication of the identity of the drawer, we will not deposit the check. Any such unsigned check will be forwarded to you.
7. Checks missing both script and numeric amounts will not be deposited. Checks missing one but not both amounts may be deposited at our option.
8. A check that reads "payment in full" or the like, or has any other restrictive endorsement, will be deposited. You must address any dispute with the drawer of the check.
9. We will recognize only checks as acceptable methods of payment for deposit and will reject payment in any other form. Payments made in any other form, *e.g.*, cash, credit card), will be forwarded to you.
10. If a check deposited into your designated Account is returned unpaid for any reason, we may either redeposit the check or return the check to you. Fees charged by us for insufficient or uncollected funds will be debited from your designated Account.
11. Papers and envelopes accompanying each remittance, including copies of additional correspondence, and all unprocessed or rejected items, will be forwarded to you. However, we will discard all empty envelopes at the processing site unless you notify us otherwise.
12. If any of your designated Account contents come into your possession, or the possession of any of your affiliates or any other person acting for or in concert with you, all funds shall be remitted to the designated P.O. Box no later than the first Business Day following receipt.

MERCHANT SERVICES

This service enables you to obtain credit and debit card authorizations, accept credit and debit card transactions, and present such transactions electronically for processing to an acquiring bank we refer you to. In order to use this service, you must sign a separate merchant services agreement with the acquiring bank.

and its third party service provider. Our role is limited to referring you to the acquiring bank and its third party service provider and assisting in arranging for the service, in exchange for a share of the fee they charge for providing the service.

REMOTE DEPOSIT CAPTURE

This service enables you to deposit checks to an Account by converting the checks to digital images and transmitting, or arranging for the transmission of, electronic files containing the check images and related data to our processing center.

In order to utilize this service, you need to obtain a scanner and the necessary software, which must meet our specifications. You must also sign a Digital Deposit Business Agreement in our standard form, which we will provide to you separately.

BILL PAY

Through Bill Pay, you can make one time or pre-authorized automatic recurring payments to a person or business ("Payee") in the United States and its territories. In order to use Bill Pay, you must log in to Online Money Manger and designate an eligible checking account from which we are to make payment (the "Payment Account").

By accessing Bill Pay you authorize us to utilize Jack Henry & Associates and its third-party providers ("JHA") to provide the Bill Pay services to you and, if applicable, you authorize JHA to initiate ACH debits to your Payment Account.

For the Bill Pay feature, a "Payment Instruction" is the information provided by you to us for a bill payment to be made to a Payee (including, but not limited to, Payee name, Payee account number, and Payment Date).

You may only designate Payees with addresses in the United States and its territories. We reserve the right to determine who may be a Payee. You agree not to use the Bill Pay service for: (i) the purchase of securities, (ii) payment of federal or state tax payments, (iii) payment of any other governmental fees, (iv) compliance with any court order, or (v) payments to Payees outside the United States or its possessions/territories. If you authorize a payment to any of the aforementioned restricted Payees, we will not be responsible for any consequences to you for the failure to process the payment.

You assume sole responsibility for providing us with complete and accurate Payment Instructions. We are not responsible for confirming such information, or for identifying or rejecting errors or duplicate Payment Instructions. If you give us a Payment Instruction that is incorrect in any way, you understand and agree that we may charge your Payment Account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or Payment Instructions. We may reject any payment request with or without cause or prior notice. If we do, we will notify you of the rejection.

You agree to have available and collected funds on deposit in your Payment Account in amounts sufficient to pay for all submitted bill payments, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this Agreement. If you do not have sufficient funds in your Payment Account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations, including any overdraft or returned item fees assessed in accordance with your Payment Account's fee schedule.

You authorize us to follow your Payment Instructions submitted via Bill Pay. When we receive a Payment Instruction, we will remit funds to the Payee on your behalf, from the funds in your Payment Account. However, we shall not be obligated to make any such payment unless your Payment Account has sufficient funds available. Should a Bill Pay item be returned, the item will be treated similarly to a check, and a hold may be placed on your Payment Account.

Types of Bill Payments

Single Payment - You may schedule a payment to be made one time to a Payee. The Payment Date may be scheduled on a future date, or on the same day, provided we receive the Payment Instruction before the

processing time, as outlined herein.

Recurring Payments - You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually.

Payment Processing Times

Payments made through Bill Pay are processed at 2:00 p.m. CT. Payment Instructions received before 2:00p.m. CT will be processed that Business Day. Otherwise, the Payment Instructions will be considered received the following Business Day. Payment Instructions entered on a non-Business Day, will be considered received on the next Business Day.

If the scheduled Payment Date of a Single Payment falls on a non-Business Day, the Payment Date will be the next Business Day.

When a Recurring Payment is processed, it is automatically scheduled by the system. Based upon your selected frequency settings for the payment, a Payment Date is calculated for the next occurrence of the payment. If the calculated Payment Date is a non-Business Day, it is adjusted based upon the following rules:

- If the Recurring Payment's "Pay Before" option is selected, the Payment Date for the new occurrence of the payment is adjusted to the Business Day prior to the Payment Date.
- If the Recurring Payment's "Pay After" option is selected, the Payment Date for the new occurrence of the payment is adjusted to the first Business Day after the calculated Payment Date.

If the Payment Date of a Recurring Payment is scheduled to occur on the 29th, 30th, or 31st of each month and that date does not exist in a particular month, the payment will be processed on the last Business Day of that month.

You may add, edit, or delete payments at any time prior to the processing times listed above. For all entries made using the Service, the time recorded by the Service controls when an entry is considered received.

Payment Methods

According to the processing timelines outlined herein, (i) for Automated Clearing House ("ACH" or "electronic bill payments"), we will withdraw funds from the Payment Account on the Payment Date; and (ii) for bill payments utilizing a negotiable instrument ("check bill payments"), we will send a check to the Payee on the Payment Date, and will debit your account through the normal check processing cycle. We reserve the right to return check bill payments presented against insufficient funds and to assess overdraft fees and returned item fees in accordance with your Payment Account's fee schedule.

The system will calculate the estimated arrival date of your payment. This is only an estimate. You should schedule and authorize payments sufficiently in advance to ensure that they are received and credited by your Payee by the payment due date. We recommend that you schedule the Payment Date at least five (5) Business Days prior to the date the payment is due to the Payee for ACH payments, and at least ten (10) Business Days prior to the date the payment is due to the Payee for a negotiable instrument payment. Although we may be able to pay certain Payees electronically within two (2) Business Days, it could take longer for payments sent by mail. <p>

It is your responsibility to authorize your bill payments in such a manner that your bills are paid on time. You are responsible for any late payment or finance charge that may be imposed as a result of your failure to schedule payments or transmit Payment Instructions in a timely manner. We are not responsible for any delay, fee or other adverse consequence that results from, or is alleged to result from, the choice of payment method; delays in the delivery of mail; improper handling or transmission of payments by a third party; or the failure of a Payee to accept, process or properly post a payment in a timely manner. <p>

Stopping or Changing Bill Pay Payments

You may use the Bill Pay service to change the payment amount and/or scheduled Payment Date of any previously scheduled payment, or to cancel a previously scheduled payment, at any time prior to 2:00 p.m. CT on the Payment Date, subject to the limitations herein. Once an electronic bill payment has been processed, it cannot be stopped or returned. If your check bill payment has been processed, a stop payment order for the

check must be received by the Bank at least three (3) Business Days before it is presented to the Bank for payment. To issue a stop payment order for a check bill payment that has been processed, you may (i) call us at 877.925.3030; (ii) visit a local branch to speak with a representative; or (iii) submit a stop order via the Online Money Manager. If you call, we may also require you to provide your order in writing within fourteen (14) days of your call or your order will cease to be binding. All requests to stop payment will incur the stop payment charge as set forth in the applicable fee schedule for your Payment Account.

Person to Person Payments

Person to Person Payment (P2P) is a secure online, person-to-person payment service that allows you to electronically send money to virtually anyone who has a U.S.-based email address and a deposit account at a U.S. financial institution.

To schedule a P2P transaction, click the "Pay a Person" button. Indicate that you want to pay them by email. Follow the on-screen prompts to create your Payee and your Keyword. You will need to provide the Keyword to your Payee. When you establish a Payee in P2P, you must activate your Payee by having a code sent to a contact number on file. Once you have successfully added a Payee, he or she will receive an email with instructions to access a secure website to provide their bank information, plus enter the Keyword you gave them. The email line will be valid for 9 days. If not activated within 9 days, you will need to reset the key word in your Payee list. Payments typically settle within 1-2 business days after completion of activation.

Payment Limitations

In addition to any limitations contained in your Account Agreements, and without limiting the foregoing, Bill Pay payments are subject to the following transaction and frequency limitations:

Payment Type		Paid from a Business Account
P2P Payments	Per Item	\$5,000
	Per Day	\$10,000
Pay an Individual	Per Item	\$10,000
	Per Day	\$20,000
Pay a Business	There are currently no limits on payments to business entities.	

We may vary these limitations in our sole discretion at any time and will provide notice for any decrease in transaction limits.

Alerts and Mobile Text Services. Your enrollment in Online Money Manager may include access to mobile text messaging related features (collectively, "Text Services") and Alerts. By receiving or otherwise using these features, you agree to the following terms. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement or your use of the Alerts and Text Services. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about

you such as your account activity or the status of your account. For phone Alerts, information may be delivered to voicemail or answering machines if nobody answers the phone. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or, inaccurate content in, information and instructions sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services at this time, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. Please go to the Option Menu of the Online Money Manager to cancel the Alert and Text Services.

INACTIVE ONLINE MONEY MANAGER AND BILL PAY SERVICE

Online Money Manager Services remaining inactive for a period of 120 days will be deactivated and deleted after 150 days if no request is received to have the Service remain open.

Bill Pay Service remaining inactive for a period of 30 days will be deactivated and deleted after 60 days if no request is received to have the Service remain open.

Closure of your Online Money Manager Service will result in lost Bill Pay Payees, eStatement history, as well as cancellation and deletion of all scheduled transfers and payments.

MOBILE BANKING APPLICATION

Authorized Users may access the Online Money Manager Service via the CIBM Mobile Banking Application (the "Mobile App").

You are responsible for providing your own hardware and software to utilize the Mobile App. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. You are responsible for the charges of any wireless service provider while using the Service.

We will use commercially reasonable efforts to secure the Mobile App to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Mobile App could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

You represent that you are an authorized user of the mobile device you will use to access the Mobile App. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Mobile App. You agree not to leave your mobile device unattended while logged into Mobile App and to log off immediately at the completion of each access by you. You agree to inform us of the loss of your mobile device (for example, the device being outside of your control) or any other change that might affect providing the Service to you via the Mobile App. You agree to accept all responsibility for any instructions sent to us from your mobile device and authorize us to act on these instructions

GLOSSARY

Account means one or more deposit accounts maintained by you with us, identified on an Account Agreement you signed and used in connection with one or more Services.

ACH Rules means the operating rules of the National Automated Clearing House Association (NACHA) and our operating rules and procedures for automated clearinghouse entries, as they same now exist and as they may be amended, modified or supplemented from time to time.

Alternative Signature and Verification Code means any number, code, password, test key, ID number, personal identification number (PIN) or other identifier or security device or means assigned to your Customer Administrator or a User to access certain of the Services.

Business Day means any day that is a Monday through Friday, except for federal holidays.

Claim means any claim, dispute or controversy arising from or relating to your use of the Services, these Terms and Conditions, or the validity, enforceability or scope of the arbitration provision set out in the deposit rules.

Customer Administrator means the person you appoint who will be responsible for creating and maintaining User accounts for you, including assigning and revoking access privileges for Users and providing new and subsequent Alternative Signature and Verification Codes to Users

Disclosure means any account statement, authorization, agreement, disclosure, notice, or other information related to your Account(s) including, but not limited to, information that we are required by law to provide in writing.

Eligible Accounts means for online banking, business checking accounts and business savings accounts, and for online loan services, business loan accounts.

Eligible Loans means a documented loan from us to you.

OFAC means the U.S. Treasury Department's Office of Foreign Asset Control and its regulations relating to economic sanctions or embargo programs or other similar restrictions.

Reg J means Subpart B of Regulation J promulgated by the Federal Reserve Board.

Unauthorized Transfer means a transfer that does not benefit you and that is made or initiated by a person who does not have your actual, implied, or apparent permission.

User means an individual who has been granted the right by a Customer Administrator to access and/or utilize one or more Services. Such authorization will, unless expressly limited, include the right to provide instructions, requests and other communications to us, and to initiate transactions, that are binding on you. All Customer Administrators are Users and may access and/or utilize any of the Services. The term **Authorized Representative** is used in some product descriptions and other forms and is interchangeable with the term *User*.

To help protect our customers from security threats, we utilize a three step approach, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized transactions and are not for the detection of error.

1. We will do the following:
 - ✓ Identification when accessing Online Money Manager or the SFTP Service utilizes user IDs and passwords. **In addition, to engage in transaction activity of any kind in Online Money Manager, you must use a digital security token and Security Management for Passcode Authentication.**
 - ✓ We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
 - ✓ Provide "Dual Control" for various transaction related Services. Dual Control requires the approval of two, separate users before funds are released. Should you decline the use of Dual Control, when available, you expose yourself to additional risks and must execute a Waiver of Recommended Procedures acknowledging such risks.
2. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you. This includes properly maintaining your computer equipment and system requirements. The following are minimum requirements only, and you must perform your own risk assessment to determine if additional measures should be used to maintain an appropriate level of network security and to maintain the security of your computer system and the information stored on or sent from your computer system, whether an actual or potential compromise is known or unknown. You should implement, promptly update as circumstances warrant, and at all times use:
 - ✓ Desktop firewall, to prevent unauthorized access to your network.
 - ✓ Effective anti-virus protection, to prevent PC's from being victimized by the viruses, trojans, etc.
 - ✓ Anti-spyware protection, to prevent spyware from providing potential tracking information about web activities.
 - ✓ Operating system and desktop application patches that become available, particularly when they apply to a known exploitable vulnerability.
 - ✓ A product that indicates the web site the user is on, or an Internet browser that indicates the site name.
3. You agree to use standard safety precautions including the following:
 - ✓ Users should use an arbitrary mix of letters and numbers for their passwords, should change their passwords regularly, and should keep their passwords private.
 - ✓ You should implement appropriate measures to maintain password security within your organizations, including procedures that apply when a User is no longer authorized or is no longer employed by you.
 - ✓ You should check your statements and review your banking transactions promptly, thoroughly and regularly, and should report errors or problems immediately to us.
 - ✓ Should you receive a suspicious e-mail or telephone request for information that purports to be from us, **you must immediately call us at 877-925-3030.**

With the exception of the requirement to review periodic statements (contained in Section 3 above), you are solely responsible for requiring that any agent that accesses Online Money Manager or the SFTP Service on your behalf maintains compliance with all procedures outlined in this Security Notice, as amended from time to time.