

Business eBanking and Cash Management Agreement

This Business eBanking and Cash Management Agreement (“Agreement”) is entered into between National Exchange Bank & Trust, Fond du Lac, Wisconsin, and the customer agreeing to the terms below either by signature or by utilizing the Services.

1. **Definitions.** Definitions applicable to this Agreement and any Service Schedule are contained in the Definition Schedule below.
2. **The Service.** This Agreement sets forth the terms and conditions which shall apply uniformly to all Services. Your Authorized Persons may access the Services exclusively through Business eBanking, unless National Exchange Bank & Trust, agrees otherwise. This Agreement may be supplemented by one or more Service Schedules. Each Service Schedule, including its terms and conditions and any statements, representations or warranties made by You, is incorporated herein by reference. All references to the Agreement shall include any applicable Service Schedules. From time to time You may request additional Services, each of which will be made available at Our sole discretion and only upon your Agreement to any applicable Service Schedule. When You use, or You permit any other person(s) to use, any part of the Service, You agree to the terms and conditions of this Agreement, as well as any applicable Service Schedule.
3. **Our Other Agreements.** You and We may have entered into separate agreements relating to certain commercial banking Services to be made available to You by Us, including, for example, Our Deposit Account Rules and Regulations. In the event of a conflict between the terms of other agreements between You and Us and this Agreement, the terms of this Agreement shall govern and prevail. In the event of a conflict between the terms of this Agreement and any Service Schedule for a particular Service, the Service Schedule shall prevail.
4. **Linking Accounts.** You may request that any Accounts on which You are an Account owner be linked, and your ability to view information and effect transactions between those accounts will be determined in Our sole discretion. YOUR ABILITY TO ACCESS ACCOUNTS ONLINE, INCLUDING CERTAIN PERSONAL ACCOUNTS WHICH HAVE BEEN LINKED TO ELIGIBLE BUSINESS ACCOUNTS, MAY BE TERMINATED IF WE ARE PRESENTED WITH, AND IN GOOD FAITH RELY ON, RESOLUTIONS OR ANY OTHER DOCUMENTATION PURPORTING TO REMOVE YOU AS A SIGNER OR AUTHORIZED PERSON FROM ANY ACCOUNT. You may authorize personal accounts to have access to Business eBanking by providing Us with a completed Linked Account Agreement.
5. **Related Companies.** You may authorize related companies to have access to Business eBanking by providing Us with a completed Related Company Schedule. These companies are required to have the same ownership between all related companies.
6. **Equipment; Access Requirements.** Unless otherwise provided in the Service Schedules, You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet Services necessary for each Authorized Person to use Business eBanking. We will not be responsible for the failure or malfunction of your hardware, software or any Internet Services. We will not provide any hardware or recommendations for hardware. You are solely responsible for the performance and protection of any browser used in connection with Business eBanking including the prompt adoption by You and all Authorized Persons of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

Your Authorized Persons may be required to use a digital security device (e.g. a Token), which will be supplied by Us. You must notify Us immediately if a security device is damaged, lost or stolen, or if You need replacement or additional security devices.

7. **The Internet.** Use of the Services requires that You be enrolled in Business eBanking and use the Internet. You understand and acknowledge that the Internet is an unsecure, unstable, unregulated, and unpredictable environment and that your Authorized Person's ability to use certain Services is dependent upon the online service You have chosen and is being used, as well as the Internet and equipment, software, systems, data and services provided by various vendors and third parties (including, without limitation, telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). You understand that, while We and Our Service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to your Accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the Services via the Internet will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You also understand that there may be times when access to the Services is unavailable. You understand and agree that We and Our affiliates, are not responsible for any unavailability, delays or malfunctions, and are not responsible for any loss or damage suffered by You in the event of any failure, delay or interruption of Services resulting from the act or omission of any third party or from any cause not reasonably within Our control. You are responsible for selecting a means of Authorized Persons accessing the Internet, via an Internet Service Provider and communications software, or by other means. You acknowledge that We will not provide any software or recommendations for an Internet Service Provider. You assume full responsibility for any defect, malfunction, or interruption in Service or security due to your Internet communications software or Internet Service Provider.
8. **Security Measures.** You, and all Authorized Persons, shall comply with the procedures set forth in the separately provided Security Schedule. By using the Services offered, You acknowledge that You and all Authorized Persons have received and read the Security Schedule and that the procedures are commercially reasonable. You understand that the procedures are for verification of authenticity of any transaction or access requests and are not intended to detect errors in the transmission or content of any entries. No security procedure for the detection of any such errors has been agreed upon between Us and you. To authenticate your Authorized Person's identity when accessing any Services, You may be required to implement various authentication processes that may include login IDs, enhanced logins, passwords, security devices or other measures that may be developed as technology continues to evolve and as they become available.
9. **Administrators, Authorized Persons, and Service Authorizations.** You must appoint at least one Administrator who will be responsible for creating and maintaining subsequent accounts for your Authorized Persons for use of Business eBanking, including assigning and revoking access privileges for those Authorized Persons and providing new and subsequent user IDs and passwords and other security devices to those Authorized Persons. The first person requesting access using the enrollment form for Business eBanking is your default Administrator (Primary Administrator). The Primary 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 Authorized Person accounts and assigning such accounts and access privileges, training Authorized Persons, notifying Us of changes in contact and other relevant information, and requesting any desired changes to the Services. You understand that all Administrators have the capability of providing administrative privileges identical to theirs to any Authorized Person, including the ability to create and maintain subsequent Authorized Person accounts and assigning and revoking access privileges, and to provide Authorized Persons with security devices. If the Administrator grants Administrator privileges to an Authorized Person, that person will also be considered an Administrator.

We are entitled to presume that all communications using appropriate access Credentials are authorized by You and to act upon the communications accordingly. We are also entitled to rely on any notice or communication believed by Us in good faith to be genuine and to have been provided by an individual designated by You or your Primary Administrator as your Authorized Person and any such communication shall be deemed to have been signed by such person. You agree to inform Us promptly in writing whenever there are deletions from or additions to Accounts and any changes in Administrators or Authorized Persons. Until We are in receipt of a new designation changing Authorized Persons or Accounts, We may continue to act pursuant to designations on file.

Any Administrator or Authorized Person may, subject to the terms of this Agreement and any applicable Service Schedule: (i) access each Account through Business eBanking; and (ii) use any Service in any manner and for any

purpose available through Business eBanking, whether now available or available in the future. **For clarity, any Administrator or Authorized Person may have access to Accounts and transactional authority through the Services.**

We may require your Administrator to create a log-in account to use exclusively when creating access rights and assigning roles to Authorized Persons, and a separate log-in account for use of the Services. We may also reserve the right to require any access rights be given using dual controls. This is to further reduce the risk of unauthorized access to Administrator authority.

10. **Client Support.** Support is available on any Business Day from 8:30 a.m. to 5:00 p.m. Central Time by calling 1-877-495-6989, by emailing Us at businessbanking@nebat.com, by using the secure messaging center within Business eBanking, or by chatting within Business eBanking; however, see Section 14 regarding the unsecure nature of email communications.
11. **Confidentiality.** You acknowledge that You will have access to certain information that We may either designate as confidential information or that You should reasonably determine is confidential information in connection with the execution of the Services. You shall not disclose any such confidential information and shall use such confidential information only in connection with transactions specifically requiring such confidential information.
12. **Authorization for Services; Overdrafts.** You authorize Us to follow your instructions. You authorize Us to withdraw funds in accordance with your instructions. If any transaction would result in an overdraft to a designated Account, We may choose to either complete or refuse to complete the transaction. If your Account is overdrawn, You agree to immediately pay the overdrawn amount to Us, together with any additional applicable fees. We are not obligated; however, to permit any further overdrafts or to give any notice that further overdrafts will not be permitted, regardless of how many overdrafts may have been permitted previously. If your Account is maintained in connection with any overdraft credit plan, any overdraft will be made in accordance with the Agreement or rules governing that Account rather than this Agreement. You further agree to pay us, without defense or set-off, any and all loan advances obtained via Business eBanking and to pay any other charges due in accordance with any applicable loan or credit agreements. We may automatically deduct fees from an Account, even if they create an overdraft, and We may assess the appropriate overdraft fees.
13. **Fees.** You will pay Us for performance of the Services in accordance with Our Account Services Pricing List. We may amend Our pricing from time to time. You will pay any applicable sales, use or similar tax.
14. **Digital Communications.** Secure electronic communication with Us is available through Business eBanking and through Our chat feature. You understand and acknowledge that communications transmitted via E-mail outside of Business eBanking or via chat to SMS (text) may not be secure. Accordingly, You should not provide any confidential information in non-secure communications, including, without limitation, any security Credentials or any initiation of transactions on your accounts.
15. **Notice.** Written notices regarding the Services, this Agreement or the Service Schedules may be effectively given as follows:
 - Either party may notify the other in writing and such written notice shall be deemed duly given: (a) when delivered personally, (b) one Business Day after delivery to an express courier, or (c) five Business Days after the date of deposit with the U.S. Postal Service outside the control of the sender. Any party may from time to time designate in writing any other address to which such notices, requests and other communications shall be sent. Until any such change, such notices, requests and other communications sent by Us to You shall be sent to your address as reflected in Our records, and notices, requests or other communications sent by You to Us shall be sent to:

Attn: Business Banking
National Exchange Bank & Trust
130 South Main St.
PO Box 988
Fond du Lac, WI 54936
 - Unless notice is required in writing, You may telephone Us at 1-877-495-6989.

- We may also provide You with notice, including notice of changes in the Services, by providing electronic alerts through email, Business eBanking or otherwise posting such changes on Our website. Once We make You aware of a change by an alert, You agree to accept responsibility for reviewing the content of any such alert. **Your continued use of the affected Service after We have communicated a change by an alert is evidence of your acceptance of and agreement regarding any information or changes contained in the alert. If You choose to ignore any message and/or fail to review any alert, but continue to use the affected Service, You will be deemed to have waived your right to such notice and to have accepted any change of terms or other amendments which may be explained in the alert.**

16. **Termination.** We may terminate this Agreement, including any Service or Service Schedule: (a) at any time with or without notice if You breach any of your obligations or if You and all Authorized Persons fail to log into Business eBanking for any period lasting eighteen (18) months or longer; or (b) by written notice to You in the event You have not breached your obligations. You may terminate this Agreement at any time by giving written notice to us, and such termination shall be effective within five Business Days of Our receipt. Any termination of the Agreement shall not affect any of Our rights or your obligations with respect to any actions initiated by You prior to the effective time of such termination.
17. **Waiver of Two Signature Requirement.** The provisions of any other account or loan agreement with Us requiring two signatures on any check, draw request or other instruction shall not apply to any Business eBanking transactions, including any on-line bill payments. By initiating any Business eBanking transaction You specifically waive any requirement for signatures or authorization from two or more Authorized Persons and release Us from liability for acting in accordance with the Business eBanking transaction. The number of required Approvals can be increased by an administrator within Business eBanking. This can be used to require dual approvals similar to a two signature requirement.
18. **Other Services.** In addition to the Services for which You must sign a Service Schedule, the following Services may be made available through Business eBanking without execution of a separate Service Schedule governing their use:

- 18.1 **Internal Funds Transfers.** You may transfer funds among any Accounts maintained by You with Us. A funds transfer request, other than for a loan payment, received by Us prior to 7:00 p.m. Central Time will be processed on the same Business Day. A loan payment funds transfer received by Us prior to 5:00 p.m. Central Time on a Business Day will be processed on the same Business Day. Any funds transfer received by Us after the designated cutoff time will be processed on the next Business Day.

You authorize Us to withdraw the necessary funds from your Account to process the funds transfer. Any funds transfer shall be in an amount not to exceed any limit established by Us from time to time. Unless "Principal Only Payment" is selected on the Loan Payment-Request screen, payments to a line of credit will be credited against interest first, beginning 10 days prior to the payment due date on the line of credit.

Only available funds may be accessed for funds transfers and loan payments. You assume responsibility for verifying availability of funds at the time of the funds transfer request. If You overdraw any account, You agree to immediately pay Us the overdrawn amount together with any applicable fees. If the Account is maintained in connection with an overdraft protection plan, any overdraft will be made in accordance with the Agreement or rules governing that Account rather than this Agreement. We reserve the right to reverse any transaction that uses unavailable funds, or, if not reversed, We may charge a fee for the use of the unavailable funds. We shall not be responsible for failing to honor any funds transfer request if You do not have a sufficient available balance in your Account at the time the request is to be processed.

Funds transfers may not be made to or from Certificate of Deposit Accounts. Examples of Funds Transfers that may be processed through Business eBanking include checking to checking, checking to savings, savings to savings, savings to checking, savings to loan, checking to loan, line of credit to checking and line of credit to savings.

Additional provisions applicable to internal funds transfers:

- Authorized Persons may not cancel or modify a funds transfer request after its receipt by Us. We, in Our sole discretion, may make reasonable efforts to cancel or modify the transaction if We have not yet acted upon the request.
- You acknowledge and agree that We may rely solely on the transfer information provided by Authorized Persons, including Account numbers, even if such number identifies an Account different from the Account identified by name in the funds transfer order.

18.2 Stop Payment Requests. Stop payment requests may be transmitted by Business eBanking and must be received by Us by such time that We will have a reasonable opportunity to act upon such request prior to the earlier of the payment of the item by Us or the cutoff hour established by Us for receipt of such requests, if any. Requests received on non-Business Days or after 5:00 p.m. Central Time on Business Days may be considered received at the opening of business on the next Business Day. Stop payment requests received via Business eBanking will be treated as a written stop payment request or confirmation. IF YOU WISH TO EXTEND YOUR STOP PAYMENT ORDER BEYOND THE EXPIRATION OF YOUR INITIAL REQUEST, YOU MUST CONTACT US AND FOLLOW OUR PROCEDURES FOR RENEWING STOP PAYMENT ORDERS.

IF ANY INFORMATION DESCRIBING THE CHECK TO BE STOPPED IS NOT ACCURATE, WE MAY NOT FIND THE ITEM AND PAYMENT OF THE CHECK MAY NOT BE STOPPED. We will not be liable for failing to stop payment on a check or for stopping payment on a check if the check is not accurately described by you. The following information is required in order to place a valid stop payment via Business eBanking: Account number, check number, date of the check, amount of the check, the payee and the reason(s) for the stop payment request.

You understand that there may be claims or demands made against Us as a result of the Authorized Person's request to Us. You agree that You will defend Us and will be responsible to Us if any claim or demand, of whatever nature, is made against Us with respect to a stop payment request and/or the check itself. You agree to indemnify and defend Us and to reimburse Us for any reasonable costs, expenses or attorney's fees that We incur in defending itself against any such claims or demands.

18.3 Loan Services. Authorized Persons may make payments to eligible loans from your Accounts and obtain historical information regarding eligible loans through Business eBanking. Authorized Persons may also initiate advances from eligible loans to your Accounts using Business eBanking if: (i) You sign Our Loan Advance Authorization form; (ii) the eligible loan allows for such advances; (iii) there is availability on such loan; and (iv) We otherwise approve the advance in Our sole discretion. The Bank in its sole discretion shall determine the types of loans that qualify as "eligible loans" under this section.

18.4 Mobile Banking Service. The Mobile Banking Service allows Authorized Persons to access the Accounts and perform certain transactions on such Accounts using a Mobile Device. The Mobile Banking Service is available by using Our Mobile Banking Service application downloaded to an Authorized Person's Mobile Device. Authorized Persons may perform one or more of the following transactions using the Mobile Banking Service: (i) make fund transfers between Accounts; (ii) make payments from the Accounts to a payee that has been previously set up through the Bill Pay Service; (iii) review recent transactions on the Accounts and obtain Account balances and other Account information; (iv) approve releases of automated clearing house transfers and batch releases in accordance with the ACH Origination Service Schedule; (v) approve wire transfers and Positive Pay decisions; and (vi) view check images. In addition, if You subscribe to Our Business Mobile Check Deposit Service, Authorized Persons may remotely deposit checks to the Accounts using a Mobile Device.

Any fees We assess for Our Mobile Banking Service are separate and apart from any other charges that may be assessed by your wireless provider. An Authorized Person's wireless provider's standard rates apply to Internet access, including, but not limited to, messaging rates that may apply to SMS usage and other data rates. Downloading content may incur additional charges from a wireless provider. Authorized Persons should contact their wireless provider for information about Internet access and messaging and data plans. A wireless provider may impose Internet access, message and/or charge

limitations that are outside of Our control for using the Mobile Banking Service. All such charges are billed by and payable to the Authorized Person's wireless provider. You are responsible for any charges from a wireless provider. We are not responsible for any damages resulting from an Authorized Person's failure to comply with any terms and conditions of your wireless provider.

Not all of the Business eBanking Services or functionality on the Business eBanking website(s) will be available when You use the Mobile Banking Service, and the functionality of the Mobile Banking Service may vary based on the Mobile Device and/or other factors. We do not guarantee and are not responsible for the availability or utility of wireless Service. For those Business eBanking Services available through the Mobile Banking Service, the Business eBanking Services may use different terminology and appear in different formats when viewed through the Mobile Banking Service. Authorized Persons may be required to follow different instructions to access Business eBanking Services through the Mobile Banking Service. You accept responsibility for making sure that Authorized Persons understand how to use the Mobile Banking Service, including any changes or updates to the Mobile Banking Service We may make at Our discretion.

The Mobile Banking Service, including, but not limited to, instructions for and processing of payments, fund transfers and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to a Authorized Person's Mobile Device, Internet Service provider, wireless provider or other parties, or due to other reasons. We will not be liable for any such delays, interruptions or negative impacts to the Mobile Banking Service and You agree that neither We nor Our Service providers will be liable for any errors or delays in access to the content, or for any actions taken in reliance thereon. We reserve the right to refuse to complete requested transactions through the Mobile Banking Service and may refuse to provide any Business eBanking Service as a Mobile Service to You at any time.

The Mobile Banking Service is provided for your convenience and does not replace the monthly Account statement, which is the official record of the Account(s). The information provided by the Mobile Banking Service is for informational purposes only.

An Authorized Person represents that they are the owner or authorized user of the Mobile Device used to access the Mobile Banking Service and authorized to approve all applicable charges. You agree that We may send messages through the wireless provider to Authorized Persons and that the wireless provider is acting as your agent when sending and receiving messages.

You understand and agree that the Mobile Banking Service may not be encrypted and may contain User Information. We may use User Information to contact You or other Authorized Persons, to provide the Business eBanking Services, to otherwise operate, develop and improve the Mobile Banking Service and to monitor use of Mobile Banking Service and Business eBanking for the purposes of verifying compliance with the law, this Agreement and any applicable license(s), but disclaim any obligation to monitor, filter or edit any content. We reserve the right to disclose any User Information or other information as necessary to satisfy any law, regulation or governmental request, to avoid liability, to protect Our rights or property, or otherwise as required or permitted by Our agreement(s) with You and Our policies and procedures.

Wireless providers and other Service providers may also collect User Information or other information or data from your use of the Mobile Banking Service, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such wireless or Service providers. When You use the Mobile Banking Service, You remain subject to the terms and conditions of any existing agreements with wireless providers and other Service providers. We are not responsible for any damages or losses resulting from failure to comply with any terms and conditions of any wireless provider agreements.

The Mobile Banking Service, as well as the content and materials Authorized Persons may receive or access through the Mobile Banking Service, are proprietary to Us and Our licensors, and are for your noncommercial use only. Authorized Persons may not copy, reproduce, distribute or create derivative

works of the Mobile Banking Service. You agree Authorized Persons will not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any Mobile Banking Service software or other Mobile Device applications associated with the Mobile Banking Service.

You and all Authorized Persons agree not to (i) attempt to access any software, computer systems, networks or Services for which your use has not been authorized; (ii) allow any unauthorized person or entity to use the Business eBanking Services through a Mobile Device; (iii) use or harm, or attempt to use or harm, a third party's account(s); (iv) damage, impair, interfere with or disrupt the Mobile Banking Service, its functionality or security or the customers of the Mobile Banking Service; or (v) otherwise abuse the Mobile Banking Service.

19. **Limitations of Action; Cooperation.** Unless shorter periods apply, You must submit any claim under this Agreement or any related Agreement to us, in writing, within fourteen (14) days after the occurrence of the event giving rise to the claim. All claims not so submitted shall be void. You and We will cooperate with each other in any loss recovery effort related to the performance of a Service and will assist each other in the defense or prosecution of any claim, action or proceeding brought by or against a third party related to a Service. You must notify Us immediately of any claim against You or Us made by a third party that any act or omission by Us with regard to any Service has caused such third party to sustain damage.
20. **Limitation of Liability.** OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES PAID BY YOU TO US FOR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. Notwithstanding such limitation of liability, in no event shall We be liable for any losses or damages resulting from (a) Services and/or data provided by You or at your direction; (b) a virus, the prevention of which was beyond Our reasonable control; (c) a third party gaining access to your Accounts, including, without limitation, access to your data, through no fault by us; (d) the loss, destruction or damage of any information furnished by you, due to an act or omission, or while in the possession of any third party; (e) the loss, alteration or unintentional disclosure of information on, or transmitted through Our internet banking platform which is the result of a system malfunction; (f) the performance of any of your hardware or software; (g) your actions or failure to act and resulting loss of confidentiality of security codes; (h) any act, error or omission in connection with Our acts or omissions hereunder, except for Our willful misconduct; (i) insufficient or unavailable funds in any of your Accounts; (j) your failure to follow Our procedures or to provide Us with sufficient and accurate information to perform a Service; and (k) matters for which We are otherwise released of liability in this Agreement and other Service Schedules or agreements between You and us. In addition, We shall not be liable for and shall be excused from failing to provide the Services if such action or omission would result, in Our reasonable judgment, in a violation of any rule, law, regulation, executive order or any requirements of any governmental authority, or cause Us to engage in an unsafe or unsound practice.

In the performance of the Services, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement and any applicable Service Schedules, and shall not be responsible for the accuracy or completeness of such information.

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

21. **Force Majeure.** We shall be excused from failure to perform hereunder to the extent that such failure is directly or indirectly caused by an occurrence commonly known as force majeure, including, without limitation, acts of God, acts or orders of a government agency or instrumentality thereof, power outages, natural disasters, acts of public enemy, terrorism, riots, embargoes, strikes or other concerted acts of workmen (whether of the providing party or other persons), casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, which are beyond Our reasonable control.

22. **Indemnification.** You shall indemnify and hold Us and each of Our directors, officers, employees, agents, successors and assigns (“Indemnitees”) harmless from and against all liability, loss and damage of any kind incurred by or asserted against one or more Indemnitees in any way relating to or arising out of any Service, by reason of any acts or omissions by You or any third party or otherwise, except to the extent such liability, loss or damage is caused by the willful misconduct of such Indemnitee and provided that reliance without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by You will in no event constitute willful misconduct on the part of such Indemnitee.
23. **Disclaimer of Warranties.** BUSINESS EBANKING, THE SERVICES AND ANY RELATED DOCUMENTATION ARE PROVIDED “AS IS.” WE DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO BUSINESS EBANKING AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, WE DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN YOU WITH RESPECT TO BUSINESS EBANKING AND THE SERVICES. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY OTHER MATERIAL DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE MOBILE BANKING SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING FROM SUCH USE.
24. **Governing Law; Venue; Jury Trial Waiver.** This Agreement is subject to applicable federal law and the laws of the State of Wisconsin, and, as applicable, the bylaws and rules of any clearinghouse association of which We are a member, except as modified by this Agreement. You consent to venue in the exclusive jurisdiction of the courts of Fond du Lac County, Wisconsin. You and We waive any and all rights to a trial by jury with respect to any litigation based on, arising out of, under or in connection with, this Agreement or any course of conduct, course of dealing or actions by us, regardless of the nature of the claim or form of action, contract or tort, including negligence.
25. **Assignment - Binding on Parties and Successors.** We may assign Our interest under this Agreement with or without notice to you. You may not assign your interest or rights under this Agreement without Our prior written consent, and any such purported assignment without Our consent shall be void. This Agreement shall be binding upon and effective for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against Us or You hereunder.
26. **Information and Records.** All data storage, security procedures, data, information and related records used by Us for transactions contemplated by this Agreement shall be and remain Our property. Except to the extent that We are required by law to make information available to you, We may, in Our sole discretion, determine whether to make available such information upon your request. Any expenses incurred by Us in making such information available to You shall be paid by you.
27. **Audits and Investigations.** You agree to submit to reasonable background checks and provide any other information to Us that is necessary for Us to comply with applicable laws and regulations and Our internal policies and procedures. We may, in Our reasonable discretion, upon providing reasonable advance notice to you, conduct an off-site or on-site audit or review of your operations to ensure compliance with the provisions of this Agreement, including any Service Schedule. Such review may include but is not limited to a review of the physical area in which You conduct activities related to the Services, your security procedures, your storage and destruction of information related to the Services, and your business activities. Without limiting the foregoing, You agree to provide Us with all information that We reasonably need to comply with the Bank Secrecy Act and any other applicable law or regulation. If You fail to provide Us with all the information required by law and the provisions of this paragraph, You agree that We are not obligated to provide the Services and shall not incur any liability for such failure to provide the Services. You shall cooperate fully in providing any information or fulfilling any of Our requests pursuant to this Agreement. Without limiting the foregoing, You will provide any assistance necessary to Us in any reasonable investigation We undertake in connection with unusual transaction items or volume, documentation, or any other matter.
28. **Amendments.** We may amend any of the provisions of this Agreement, including any Service Schedules. Such amendments shall be effective once We have delivered notice of the amendments. A notice shall be deemed delivered

in accordance with the notice provisions set forth in Section 15, above. Your continued use of the Services after We have provided notice of any amendments shall constitute your acceptance of the amendments.

29. **Third Parties.** We may disclose information about You and your Account(s) or transactions on your Account(s) as provided in Our Deposit Account Agreement and Our Privacy Notice. In addition, We have the right to obtain and disclose information regarding your Account(s) or transactions on your Account(s) from or to a payee or financial institution to resolve problems associated with a payment-posting or funds transfer. You acknowledge that We may subcontract a portion of the Services to be provided hereunder. You agree that We do not control any third party providing Services in connection with the Services, and You will not hold Us liable for any failures, acts or omissions of any third party, including, without limitation, unauthorized access to, theft or destruction of your information. Performance of Service through a third party Service provider does not affect any obligation or performance thereof which You have under this Agreement or any Service Schedule.
30. **Miscellaneous.** If any part of this Agreement or any Service Schedule is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect. Headings are for convenience purposes only and shall not be considered part of the Agreement. A waiver of any term or provision herein shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. In the event of a dispute regarding the Services, You and We agree to resolve the dispute by looking to the terms and conditions contained in this Agreement, the applicable Service Schedule, or other related Agreement (as applicable) and not to representations made by Our employees or agents. This Agreement supersedes all previous agreements and understandings, whether written or oral, among You and Us with respect to the Services.

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DEFINITION SCHEDULE

“Account” refers to any of your deposit and loan accounts with Us including, without limitation, checking, money market, certificate of deposit, and savings accounts accessible by Business eBanking.

“Service Schedule” refer to any addenda, applications, exhibits, or other documents related to specific Services (regardless of such supplemental material’s title).

“Administrator” refers to any person designated by You to act as your administrator with full Account access and authorization to set up Authorized Persons for You and to appoint one or more additional Administrators.

“Authorized Person” refers to the Administrator and any user designated by You or authorized by an Administrator, and shall have authority to make transactions in accordance with the Agreement and any applicable Service Schedule, even though that person’s authority to transfer or withdraw funds from your Accounts by some other means (e.g. by check) may otherwise be restricted or prohibited.

“Bank,” “we,” or “us” means National Exchange Bank & Trust.

“Business Day” means Monday through Friday except for federal holidays. Transactions initiated on a non-Business Day will be processed by Us on the next Business Day.

“Business eBanking” means the online platform through which the Services are provided.

“Customer,” “you” or “your” means the customer agreeing to the Agreement.

“Mobile Banking Service” means Our Business Mobile Banking Service.

“Mobile Device” means the cellular telephone, tablet or other mobile device You or your Authorized Persons elect to use to access the Mobile Banking Service.

“User Information” means personal or confidential information about You or the Authorized Persons, such as name, address, e-mail address, telephone number, Mobile Device number, wireless provider’s name and the date, time, domains and content of any mobile banking messages, data files and other data, including, but not limited to, any activity and status of the Account(s) and other information that You or the Authorized Persons may provide to Us regarding You or them.

“Services” means any and all products and Services that We may agree to provide to You from time to time, including without limitation any Services governed by a Service Schedule.

_____ Customer hereby designates _____ to be the Primary Administrator of Business eBanking with full electronic access. Customer understands that this designation grants full authority over online banking, as outlined above, to this person. The Primary Administrator may name one or more Administrators or Authorized Persons who may be designated to have the ability to transact on all Accounts using any/all Services.

Authorized Signers: The undersigned officers(s), partner(s), owner(s), or otherwise authorized person(s) (the "Authorized Signers") are authorized to execute and to act on behalf of You in all actions taken under the Agreement and amendments thereto from time to time and to enter into any and all transactions contemplated in the Agreement, including without limitation, selecting Services for the benefit of You, appointing administrators to act on behalf of You in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving your instruction with regard to any Service, including without limitation, transfer from or to any Account. We may, at Our discretion, require You to execute additional documentation to implement or amend certain Services. In such cases, documentation necessary to implement or amend such Services shall be signed by at least one of the Authorized Signers. By signing below, You agree to the terms of the Agreement and authorize Us to verify and investigate any of the information provided by You.

Business eBanking Security Schedule

This Security Schedule (“Schedule”), as an addendum to the Business eBanking and Cash Management Agreement (the “Agreement”), sets forth the required security procedures that shall apply to all Services (as defined in the Agreement) used by you.

1. Scope; Definitions. By signing below and through your use of the Services, You agree to be bound by the terms and conditions hereof. It is understood and agreed that this Schedule shall supplement and is hereby incorporated into the Agreement and any related Schedules. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Agreement. Any reference to “We”, “Us”, or the “Bank” shall refer to National Exchange Bank & Trust, and any reference to “You” or the “Customer” shall refer to the Customer countersigning this Schedule below, any delegate, or any person using Business eBanking, inclusive of all Services provided through the Business eBanking portal including without limitation the use of any of those Services through the mobile app (the “Services”). The security procedures set forth herein shall apply to all Services used by You, and the terms and conditions hereof shall supplement and be incorporated into all other agreements and schedules between You and us.
2. Background. The Services require the use of our Business eBanking platform. Many of the Services require the use of hardware, software, and the Internet. Further, many of the Services allow You to access and transmit information without direct contact with a Bank employee. In order to mitigate the risks to You and Us, and to clearly establish each party’s expectations, liability, and responsibilities regarding the Services, We have developed this Security Schedule. By signing below and by your continued use of the Services, You agree that these procedures are commercially reasonable and that You agree with and accept the terms and conditions set forth below. You understand that the security procedures are for verification of authenticity of any transaction or access request and are not intended to detect errors in the transmission or content of any entries. You and We have not agreed upon any security procedures for the detection of any such errors.
3. Commercially Reasonable. **YOU HEREBY AGREE TO THE SECURITY PROCEDURES HEREIN AND ACKNOWLEDGE THAT SUCH SECURITY PROCEDURES ARE COMMERCIALY REASONABLE.** You confirm that You have assessed the security procedures for Business eBanking and have determined that these features, in combination with your own security measures, are adequate for your Account(s). If You use any method other than the security procedures set forth herein in connection with Business eBanking or to communicate, deliver, or transmit any instruction to Us, You reject the security procedures set forth herein and are deemed to have chosen an alternative security procedure. In such case, You agree that such alternative security procedures may not be found to be commercially reasonable and agree to be bound by any instruction or any other transaction, whether or not authorized, that was issued in your name, or otherwise, and accepted by Us using the alternative security procedures selected by You.
4. Bank Duties. We will do the following, as applicable:
 - 4.1 Provide authentication that utilizes user IDs and passwords (“Credentials”) to identify clients when logging into Business eBanking, plus, for high-risk transactions involving access to client information or the movement of funds to other parties, at least one other method of security such as a security device (“Token”), callback, or some other “Out-of-band” control. 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. The Bank also provides for Token authentication at login if the Customer requests it for its users. We may require you to

change or update your username and/or password at any time, including to meet any new standards we may establish.

- 4.2 Set up limits for bill payment, funds transfer, wires, ACH, and other cash management services, as We may deem appropriate from time to time.
 - 4.3 Provide user and device transaction monitoring, which requires “Out-of-band” confirmations for certain abnormal transaction activity detected by our advanced login service.
 - 4.4 Offer client education and awareness information pertaining to the prevention of security breaches of online banking at www.nebat.com.
 - 4.5 Restrict access to Business eBanking if We believe the Customer is subject to a system compromise. We will ask for evidence threat mitigation before reinstating access. We reserve the right to withhold access until the Bank feels comfortable the risk has been mitigated.
5. Customer Duties. You will do the following, as applicable:
- 5.1 Investigate, implement, and maintain adequate online banking security practices and procedures related to access to and use of Business eBanking. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.
 - 5.2 Set up, maintain and regularly review security arrangements concerning access to, and use of, Business eBanking and the Services. This includes, but is not limited to, a device, computer or computer network owned, controlled or used by You or your employees, contractors, service providers or agents; the control of your Internet access services; and the control of your Credentials and Tokens.
 - 5.3 Install, update, maintain and properly use industry standard security products that are appropriate for You, such as the following, without limitation:
 - 5.3.1 Firewall to prevent unauthorized access.
 - 5.3.2 Anti-virus protection to prevent your personal computers from being victimized by the latest viruses and other destructive or disruptive components.
 - 5.3.3 Anti-spyware protection to prevent spyware from providing potential tracking information about your Web activities.
 - 5.3.4 A product that indicates the Web site You are on, or an Internet browser that indicates the site name.
 - 5.4 Install, update, maintain and properly use industry standard operating systems and desktop applications with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability. We require your browser to be, at a minimum, a fully SSL-compliant, commercially reasonable levels.
 - 5.5 Follow these minimum general safety guidelines:
 - 5.5.1 Never walk away from your computer while logged on to Business eBanking.

- 5.5.2 Check your Account balances and activity daily and report any suspicious activity immediately by calling 1-877-495-6989.
 - 5.5.3 Memorize your Credentials, change them regularly (or upon our request), and never use any “save password” feature available on your computer or software.
 - 5.5.4 Never disclose your Credentials to any other person and take all reasonable actions to maintain their confidentiality. If someone identifies himself as one of Our employees and asks for your Credentials, that person is an imposter.
 - 5.5.5 Choose Credentials that are not easy to guess. Passwords must comply with our minimum requirements.
 - 5.5.6 Read and stay abreast of the best practices for online banking security as published on our website. From time to time, these best practices may be updated.
 - 5.5.7 Call Us immediately at 1-877-495-6989 if You know of or suspect any unauthorized access to Business eBanking or any unauthorized transaction or instruction, or You believe your Credentials or Tokens have been stolen or compromised.
 - 5.5.8 Never accept change of payment information or wire information via email without verbal validation using previously established phone numbers.
- 5.6 Install, update, maintain, and properly use email and/or text message alerts offered in Business eBanking that alert You when there has been transaction activity on your Accounts.
- 5.7 Notify Us immediately if your phone number, mailing address, or email address that We use to contact You changes.
- 5.8 Issue a unique UserID for every Authorized User. Promptly remove Authorized Users that are no longer authorized to access your Business eBanking profile.
6. Breaches of Security Procedures. You assume full responsibility for any transaction conducted through the Services 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 procedures 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, payment instructions or other transactions 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 your systems or use of Business eBanking, by whatsoever means, such as (by way of example and not limitation), viruses, Trojans, worms, phishing, pharming, keylogging or other fraudulent activity enabled by malware or other destructive or disruptive components. 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 “Limitation of Liability” section of the Agreement.
7. Security Enhancements. The following security measures are available to You and may be subject to a fee. Each is designed and intended to further mitigate the risks associated with certain of the Services. In addition, new security measures are constantly being developed and introduced and current measures evolve quickly. From time to time, We will make You aware of new security measures that We offer. If You continue to use the Services without subscribing for the enhanced security measures that We may offer now and, in the future, You understand and agree that You assume all liability resulting from any losses or damages that could otherwise have been prevented with such measures.

- a. **ACH Positive Pay.** We offer an ACH Positive Pay product that provides complete “pay” or “return” control of exception items by allowing You to compare authorized debtor information to ACH debits.
- b. **Check Positive Pay.** We offer a Positive Pay product that provides complete “pay” or “return” control of exception items by comparing check issue information to checks presented for payment.
- c. **Dual Authorization.** Certain products, such as wire transfers, require, at minimum, dual authorization before We will honor a payment request. Other products offer the ability of dual authorization but is not required. If You have elected to forgo the use of dual authorization where allowed, You agree to assume any liability that may arise from unauthorized transactions that may have been detected and/or prevented with the use of dual authorization security procedures.
- d. **SFTP (ACH and Positive Pay).** We offer an alternative transmission option for ACH Origination to connect directly to our processor which allows You or your Third-Party Service Provider to upload your ACH NACHA and/or Positive Pay compatible files directly to their secure site. This site is outside NEBAT’s Business eBanking platform. By using this service, You agree to comply with the above applicable security requirements as well as any additional security requirements that may be requested by our processor. If You use a Third-Party Service Provider, You understand and agree that You are responsible and liable for their actions.

You have been made aware of additional security measures that are available to protect your Accounts from fraud and other unauthorized activity. If You elect to employ certain of these measures, You may be required to sign an additional Schedule or Agreement detailing procedures, terms, and conditions specific to each measure. If You decline to employ one or more of these enhanced measures, You agree to assume any liability for losses or other damages that may arise from doing so. For example, if You decline ACH Positive Pay and your Accounts are later subject to fraud that could have been prevented or mitigated with the use of ACH Positive Pay, You will hold Us harmless and agree that You will assume all liability for such losses or damages. You acknowledge that We may offer certain products that may reduce the risks associated with certain of the Services. These products may be subject to a fee. We may also make You aware of additional products in the future designed to further mitigate the risk of future threats to the Services. If You continue to use the Services without subscribing for the enhanced security measures that We may offer now, and in the future, You understand and agree that You assume all liability resulting from any losses or damages that could otherwise have been prevented with such measures.

This Security Schedule to the Business eBanking and Cash Management Agreement shall be effective as of the date last signed below.

For additional account disclosures, please see: nebat.com/disclosures.

Internet Banking Advanced Login Text Message Terms of Use

1. Your wireless carrier's standard messaging rates apply to SMS correspondence. National Exchange Bank & Trust does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.
2. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
3. We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
7. The service is available only in the United States.
8. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
9. If you have any questions, please visit <http://www.nebat.com/contact-us.php>. You can also text the word HELP to 32858 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 32858. We do not charge for help or info messages; however, your normal carrier rates apply.