

BUSINESS INTERNET BANKING SERVICE AGREEMENT

National Exchange Bank and Trust
130 South Main Street
P.O. Box 988
Fond du Lac, WI 54936-0988

The Business Internet Banking Agreement and Disclosures (“Agreement”) is between customer and National Exchange Bank & Trust for the delivery of Business Internet Banking as described below.

1. Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

“Account”	means Customer’s designated deposit and loan accounts with Us including but not limited to: checking, money market, certificate of deposit and savings account(s) accessible by Business Internet Banking.
“NEBAT”	means National Exchange Bank and Trust and any agent, independent contractor, designee or assignee which National Exchange Bank and Trust may, in its sole discretion, employ in the provision of Business Internet Banking.
“Business Day”	means Monday through Friday, excluding federal holidays.
“Business Internet Banking”	means our Internet application designed for online banking convenience for our business customers.
“Customer”	means the Depositor named in the Depository Declaration on file with Us.
“We,” “Our,” and “Us”	means National Exchange Bank and Trust
“You” and “Your”	means Customer.

2. Authorization.

Customer warrants, as of the date of this Agreement and at any time Business Internet Banking or a Service is used or performed, that: a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; b) it has the requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and the Services used or performed by it; c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed has been obtained.

3. Services.

The following services (“Services”) are offered through Business Internet Banking:

- View Deposit Account Information
- Transaction Inquiry
- Funds Transfer
- Stop Payment
- ACH Origination
- Bill Payment
- View Loan Account Information
- Loan Payment
- Loan Advance (separate application required)
- Wires (domestic)
- File Downloads

Additional functions may be made available from time to time, subject to the terms and conditions in this agreement.

4. To use Business Internet Banking you must have:

- An internet access device with service through an Internet Service Provider (ISP).
- A valid email address.
- A company ID, user ID and online password.

- You are responsible for selecting all systems, hardware and your ISP and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP and systems and/or computer services. We have no responsibility or liability for same.
- Executed certain enrollment forms or other documents evidencing your desire to access your accounts using Business Internet Banking and identifying the specific accounts that will be accessible. The specific services available to you are identified on the Business Internet Banking enrollment form. Your signature on the enrollment form constitutes your agreement to the terms of this agreement. In the event of an unsigned enrollment form, the use of Business Internet Banking under normal business activities will also constitute agreement.

5. Customer.

Customer shall designate Accounts and Services accessible by Business Internet Banking. Customer shall designate an individual to be the Business Internet Banking Administrator.

Customer is solely responsible for the timeliness, accuracy, and completeness of any instruction and information in connection with Your Business Internet Banking Service transactions.

6. Password and Security.

Customer agrees to utilize unique User IDs and passwords for each individual authorized to gain access to Business Internet Banking. Customer hereby agrees to safely keep the passwords, not to record the passwords or otherwise disclose or make the passwords available to anyone other than authorized users of Business Internet Banking. Using a password has the same effect as Customer's signature authorizing transactions. Anyone who has access to the passwords will have access to Business Internet Banking and designated Accounts and Services.

If you believe the password has been lost, stolen or otherwise become available to an unauthorized person, it is the responsibility of Your Business Internet Banking administrator, or other authorized individual to lock the user out. It is also recommended you contact US as soon as possible. NEBAT has no liability for any transactions performed with correct passwords other than those mentioned in other parts of this agreement. You could lose all of the money in your accounts (plus any lines of credit). Our telephone number is 920-921-7700.

7. Funds Transfer & Loan Payments

Funds transfer is the allocation of funds from one Account to another Account. Funds transfers will be processed on Business Days up to the cutoff time of 7:00 P.M. CST. Loan payments received prior to 5:00 PM CST on a Business Day will be processed on the same Business Day. Loan payments will comply with the terms and agreements previously agreed to in the Note and Loan Agreement.

Customer authorizes Us to withdraw the necessary funds from Your Account with Us to process the funds transfer transaction. Any funds transfer shall be in an amount not to exceed any limit established by National Exchange Bank and Trust from time to time. Payments to a line of credit will be credited against interest first, beginning 14 days prior to the payment due date on the line of credit.

Only available funds may be accessed for funds transfer, check clearing, and loan payments. Customer assumes responsibility for verifying availability of funds at the time of the funds transfer order. If Customer overdraws 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 credit 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.

Funds transfer is not available for Certificate of Deposit Accounts. Types of transfers available to process through Business Internet Banking 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.

8. Stop Payment.

A stop payment request must specifically identify the item subject to Your request and must be received by Us in sufficient time to give Us reasonable opportunity to act on it before We pay such item. Any stop payment request handled through Business Internet Banking must request the stop payment in the manner required by law.

The following information is required in order to place a valid stop payment via Business Internet Banking: Account number, issue date, check number, amount, payee, Your phone number and a reason for the stop payment request. 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.

You understand and agree that, unless Your request is complete and accurate, We may be unable to identify the item subject to Your request. This information must be exact since stop payment orders are handled by computers. If the information is not exact, the order will not be effective and We will not be responsible for failure to stop payment. You further understand and agree that, unless We have a reasonable opportunity to act on Your request before payment of an item, You agree that You will indemnify and hold Us harmless from and against any claim arising in connection with Our refusal to pay such item.

If there is any conflict between this area and Our Deposit Account Rules, Our Deposit Account Rules shall govern and prevail.

9. ACH Origination.

The Automated Clearing House (“ACH”) Services offered through Business Internet Banking will be governed by the ACH Rules and the ACH Origination Agreement that must be signed. Uncollected funds may not be used for ACH.

10. Limitations.

Under federal regulations, You may make no more than six (6) funds transfers and telephone transfers, including Business Internet Banking transactions, per month from Your savings or money market deposit Account. Of these six (6) transactions, You are limited to no more than three (3) transactions per month by check, draft, or similar order to third parties.

11. Bill Payment

If you choose to add the Bill Payment service, in addition to the Online Banking features listed above, you may also:

Make one-time or recurring payments online from your linked checking account to companies or Individuals (Payees) you select.

12. Overdraft.

Customer is liable for any Account shortage resulting from charges or overdrafts, whether caused by Customer, authorized user, or another with access to Business Internet Banking. This liability is due immediately, and will be deducted directly from the Account(s) balance(s) specified. Customer does not have the right to defer payment of this liability, and You are liable regardless of whether You processed the item or benefited from the charge or overdraft. This includes liability for Our costs to collect the outstanding balance including, to the extent permitted by law, Our reasonable attorney’s fees. NEBAT also has the right to reverse and return items that overdraw your account(s) at OUR discretion. Our right to set off in each account titled under your company name also applies, as described in our Deposit Rules & Regulations.

13. Fees.

Customer shall compensate National Exchange Bank and Trust for the performance of each Service in accordance with the Business Internet Banking fee schedule. We may amend fee schedule from time to time.

14. Liability.

National Exchange Bank and Trust shall not be liable to You for any damages whatsoever arising in connection with the accuracy and completeness of information supplied through Business Internet Banking regarding Your Account. We will exercise ordinary care in providing Business Internet Banking Services and will be responsible for a loss sustained by You only to the extent such loss is caused by Our reckless or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall We have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have reasonably been foreseen by National Exchange Bank and Trust. Under no circumstances shall National Exchange Bank and Trust be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by You or any third party, strikes or lockouts, emergency conditions, riots, wars, acts of government or other circumstances which are unavoidable beyond Our control. National Exchange Bank and Trust shall not be liable for failure to perform any of its obligations in connection with any Business Internet Banking Service if such performance would result in it being in breach of any law, regulation or requirement of any government authority.

15. Exclusion of Warranties.

Business Internet Banking makes use of a private network, intended for authorized users only. We have confidence in the security measures We employ; however, this is not an invitation for individuals to attempt unauthorized access. BY USING BUSINESS INTERNET BANKING, CUSTOMER AGREES TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, NATIONAL EXCHANGE BANK AND TRUST, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO CUSTOMER'S USE, AUTHORIZED OR UNAUTHORIZED, OF BUSINESS INTERNET BANKING, AND NATIONAL EXCHANGE BANK AND TRUST FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnification.

Customer shall indemnify and hold harmless National Exchange Bank and Trust and each of its directors, officers, employees, agents, successors and assigns ("Indemnities") from and against all liability, loss and damage of any kind incurred by or asserted against Indemnity in any way relating to or arising out of any Service, by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnity 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 Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnity.

17. Contact Us.

By phone (920-921-7700) or write Us at National Exchange Bank and Trust, P.O. Box 988, Fond du Lac, WI 54936-0988. Customer may also notify Us through secure messaging.

18. Account Information Disclosure.

The circumstances under which We may provide information about Accounts to third parties are summarized in Our current privacy notice. Customer agrees that We may deliver Our privacy notices to Customer by making them available on www.nebat.com. Customer may access the privacy notice on www.nebat.com, or request a paper copy by writing to Us at National Exchange Bank and Trust, P.O. Box 988, Fond du Lac, WI 54936-0988.

19. Electronic Record Consent.

Customer consents to receive Electronic Records during the course of the Business Internet Banking relationship.

20. Termination or Discontinuation.

In the event Customer wishes to discontinue Business Internet Banking, Customer must notify Us in writing. Written notice of Service discontinuance must be supplied ten (10) Business Days prior to the first day of the month to: National Exchange Bank and Trust, P.O. Box 988, Fond du Lac, WI 54936-0988. Customer may also notify Us through secure messaging. If Customer notifies Us verbally, Customer must also send Us written notification. After Customer's proper notice is received by Us, the actual discontinuance date of Business Internet Banking, for purposes of monthly fees, will be the first day of the next month. As such, monthly fees for Business Internet Banking will not be prorated.

We may modify, suspend or terminate Customer's privilege of using Business Internet Banking and may withhold approval of any transaction, at any time, without prior notice to Customer. In the event We terminate Business Internet Banking, We will endeavor to notify Customer in advance but are not required to do so. Customer will be notified as soon as practicable.

Any one person who can use Business Internet Banking may terminate Business Internet Banking. Neither termination nor discontinuation shall affect Customer's liability or obligation under this Agreement.

21. Assignment.

Customer may not assign this Agreement to any other party without National Exchange Bank and Trust's prior written consent. We may assign this Agreement to Our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

22. Third Parties.

Customer understands that support and services relating to Business Internet Banking are provided by third parties other than Us, and Customer authorizes Us to contract with third parties to provide such support and service. You release us from any liability for failures, acts or omissions of any third party system operator including, but not limited to, unauthorized access due to theft or destruction of your information or instructions.

23. No Waiver.

We shall not be deemed to have waived any of Our rights or remedies hereunder unless such waiver is in writing and signed by Us. No delay or omission on Our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

24. Governing Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

25. Headings.

Headings are used for reference purposes only and shall not be deemed part of this Agreement.

26. Conflict of Provisions.

This Agreement is intended to supplement and not to replace other agreements between Customer and Us relating to Accounts, including, without limitation, the Deposit Account Rules. The deposit Accounts accessed by Business Internet Banking remain subject to the Deposit Account Rules governing deposit accounts, which have been provided to You. Additionally, any loan or line of credit accessible by Business Internet Banking will remain subject to the Loan Agreement that You executed previously.

In the event of a conflict between this Agreement and any other Account Rules and agreements that apply to Your Accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.

27. Binding Effect.

This Agreement shall bind and benefit the parties and their successors and assigns. National Exchange Bank and Trust may from time to time amend any of the terms of this Agreement. Customer will be provided with notice of any such amendments in accordance with National Exchange Bank and Trust's normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Agreement as so amended.

28. Business Internet Banking Administrator Responsibilities.

Each Customer will designate a Business Internet Banking Administrator at the time Business Internet Banking is requested. This Administrator is responsible for setting up all users for this Customer with unique login credentials and granting proper authority levels for each user.

Customer agrees, as referenced in section 6 Password and Security that anyone who uses a password to access Business Internet Banking will have the same effect as the customers' signature authorizing transactions.

January 2008