

**Business Online Banker
(Internet) Agreement**

1. The Service.

This agreement, along with the Authorization Worksheets, is a contract which establishes the rules which cover your electronic access to your accounts at Midwest Bank (“Bank”) through Midwest Bank’s Online Banker Service (“Services”). (Commercial cash management applicants are required to complete an additional contract for ACH origination.) In the agreement, “Customer” refers to the person(s) subscribing to or using the Service. “Customer” also refers to an owner, manager, or employee of a business who is designated as the “Sr. Administrator” as authorized by the Corporate Resolution, Authorization Worksheets or business agreement which allows access to a company’s business accounts through the Service and employees of such business allowed access to the business accounts through the Service as authorized by the Sr. Administrator. The Sr. Administrator is responsible for all employee rights and review requirements including the level of access to account information, funds transfers, file transfers, ACH origination, wire transfers and all aspects of Online Banker Services. Customer agrees as follows: You may use a Personal Computer (“PC”) through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements on accounts and to transfer money between authorized accounts. However, transfers from savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. Additional Cash Management features allow for the initiation of ACH file transfers, ACH funds transfers and Wire transfers pursuant to the terms of this agreement. In addition, Customer may use your PC to electronically direct us to make payments from authorized accounts to third parties (“Payees”) that you have selected to receive payment through the Service. You may make payments through the Service to any business professional, merchant, person, or accounts payable entity. The (“Account”) means your designated bill payment checking account at BANK from which we make bill payments on your behalf pursuant to the Agreement. We may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated ClearingHouse) or by other means. By subscribing to the Service or using the Service to make any payments to a third party, you agree to the terms of the Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

2. Your Merchant List.

You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. (“Payee”) whom you wish to pay through Midwest Bank Online Banker Bill Payment Service (“BillPay”). Include a complete mailing address and telephone number for each payee along with your account number for that payee. We reserve the right to decline to make payments to certain persons and entities.

3. Your Password.

Each individual who has access to Online Banker, including each individual named on joint accounts, a Sr. Administrator designated by the authorization worksheets and each employee allowed access to a business account by a Sr. Administrator must designate a password and an access ID. The password must be 6-12 characters in length and must consist of at least one (1) upper case letter, (1) lower case letter, (1) numeric character and (1) special character. Examples of special characters are: @ * ! \$ & +. The passwords are case sensitive. Example of a valid password: **Midwest7***. It is recommended that each individual change their password periodically to enhance security.

4. Scheduling Payments.

You may choose to utilize the Online Banker Bill Payment Service and use your PC to electronically schedule bill payments with the Service. Payments are posted against your balance available for withdrawal, as defined in the BANK’S Funds Availability Policy, plus the available credit on your overdraft protection (Overdraft Privilege), if any, or other line of credit. It is your responsibility to have sufficient funds available when the BillPay debit is presented for payment. If

insufficient funds are available when the BillPay debit is presented for payment, the debit may be returned as NSF or charged against your account as an overdraft. In either case, you will be charged a \$28.00 insufficient funds fee.

5. Delivery of Your Payments and Transfers.

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. The PAY DATE is the date the biller should receive your payment. The money is withdrawn from your payment account on the PAY DATE or when the biller cashes the BillPay check. If you schedule a payment to occur on a day other than a business day, it will be initiated on the previous business day.

We will remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated ClearingHouse) or by other means. Because of the time it takes to send your payment to them, your Payees may not receive payment on the Pay Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Pay Date should be prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). Payments and transfers must be scheduled by the normal cut-off time of 3 p.m. (CST) on any business day in order for the payment to be initiated for that business day.

6. Recurring Payments

Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you stop or cancel the payment on-line.

7. Our Liability for Failure to Complete Transactions.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. if the transfer would go over the credit limit on your overdraft line (if any);
- d. if the system was not working properly when you started the transfer;
- e. if circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken;
- f. if the payee mishandles or delays handling payments sent by us;
- g. if you do not allow an adequate number of days between the date of the transaction and the date the payment is due, or
- h. if the bill payment check is lost or otherwise mishandled by the postal service.

8. Canceling Payment.

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the BillPay application. There is no charge for canceling or editing a Scheduled Payment. Once the BillPay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted prior to the Payment Due Date in order to stop the payment from debiting your account. Stop payment fees are \$20.00 per request.

9. Stop Payment.

You may submit a Stop-Payment Order in Online Banker for a check that you have written but that has not yet been presented for payment. Our Online Banker Stop-Payment cutoff time is 3:00 PM Central Standard Time on any banking business day. A stop payment submitted after the cutoff time or on a non-banking business day will be considered as entered on the next business day. The stop payment will become tentatively effective as of the business day that we receive it however we will mail a Stop-Payment Order to you that you must sign and return to your closest Midwest Bank office within 7 days. Properly signed Stop-Payment Orders are effective for 6 months after the date accepted and will automatically expire after that period unless renewed. A Stop-Payment Order must precisely identify the check number, date, amount of the item, and the payee. If this information is not provided, this Stop-Payment Order will be ineffective.

You will not be notified if we return an item for Payment Stopped that we have identified as the item for which you issued the Stop-Payment Order. Your checking account will automatically be assessed a \$20.00 Stop Payment fee for each Stop Payment Order that you submit through Online Banker. You must notify your local Midwest Bank office immediately if you wish to terminate a Stop-Payment Order.

10. Statements.

All transfers and/or fees made with the Service will appear on your monthly account statement or be included in your Analysis statement. Bill Payment Checks will show as debit items on your monthly statements when they have been paid. An image of a Bill Payment Check will only be included with statements that currently receive monthly check images.

11. Fees.

Fees for Services shall be payable in accordance with a schedule of charges as established and amended by BANK from time to time. Charges shall be automatically deducted from customer's Account, and BANK shall provide to Customer monthly notice of such debit(s) on your Checking or Analysis statement.

12. Equipment

You are solely responsible for the equipment (including your personal computer and software) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

13. Business Days/Hours of Operation.

Our business hours are 9 a.m. to 3 p.m. (CST), Monday through Friday, except bank holidays. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods.

14. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the Services may therefore require a PIN or password. If you lose or forget your PIN or password, please call your local Midwest Bank office: Pierce(402) 329-6221, Deshler 402-365-7211, Pilger 402-396-3431, Plainview 402-582-4941, Creighton 402-358-5144, York 402-362-4491, Norfolk 402-371-5200 or Lincoln 402-420-0560, during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your password or PIN. You agree to keep your PIN and password secret and to notify us immediately if your PIN or password is lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banker Services enables you to change your password; we recommend that you do so regularly however we require you to change your password every 12 months. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. The Sr. Administrator as authorized by a corporate resolution or business agreement is responsible for all employee rights and review requirements for that company including the level of access to account information, funds transfers, file transfers, ACH origination, wire transfers and all aspects of Online Banker Services utilized by each employee. Midwest Bank accepts no responsibility for employee access rights and will act on instructions received by an authorized employee using an authentic Access ID and password as valid.

Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transaction. If any unauthorized use of your PIN or password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Tell us **AT ONCE** if you believe your PIN or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your PIN or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call your local Midwest Bank office: Pierce (402) 329-6221, Deshler 402-365-7211, Pilger 402-396-3431, Plainview 402-582-4941, Creighton 402-358-5144, York 402-362-4491, Norfolk 402-371-5200 or Lincoln 402-420-0560, during normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.**

15. Errors and Questions.

In cases of errors or questions about your electronic transactions, telephone us at Pierce(402) 329-6221, Deshler 402-365-7211, Pilger 402-396-3431, Plainview 402-582-4941, Creighton 402-358-5144, York 402-362-4491, Norfolk 402-371-5200 or Lincoln 402-420-0560, 9 a.m.- 3:00 p.m. (CST), Monday through Friday, or write us at:

Midwest Bank P.O. Box 219 Pierce, NE 68767	Midwest Bank P.O. Box 646 Deshler, NE 68340	Midwest Bank P.O. Box 346 Pilger, NE 68768	Midwest Bank P.O. Box 189 Plainview, NE 68769
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Midwest Bank P.O. Box 60 Creighton, NE 68729	Midwest Bank P.O. Box 545 York, NE 68467	Midwest Bank P.O. Box 886 Norfolk, NE 68701	Midwest Bank PO Box 6877 Lincoln, NE 68516
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as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt.

16. ACH and Wire Transfers

If you originate a funds transfer for which Fedline is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things that payment made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

17. Disclosure of Account Information to Third Parties.

We may disclose information to third parties about your account or the transactions you make:

- a. where it is necessary for completing transactions or resolving errors involving the Services; or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c. in order to comply with government agency rules, court orders, or other applicable law; or
- d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. if you give us your permission.

18. Authorization to Obtain Information.

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

19. Termination.

If you want to terminate your access to the Services, call us at your local Midwest Bank N.A.: Pierce 402- 329-6221, Deshler 402-365-7211, Pilger 402-396-3431, Plainview 402-582-4941, Creighton 402-358-5144, York 402-362-4491, Norfolk 402-371-5200, or Lincoln 402-420-0560. In order to avoid imposition of the next monthly fee, we must receive notification to terminate three (3) days before your service charge is scheduled to be assessed. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST FOLLOW THE PROCEDURES IN THE CANCELING PAYMENTS PARAGRAPH ABOVE.**

We reserve the right to terminate the Services, in whole or in part, at anytime with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

20. Limitation of Liability.

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Service provided to you under this Agreement. We do not and cannot warrant that the Service will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on warranty.

21. Waivers.

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the BANK.

22. Assignment.

You may not transfer or assign your rights or duties under this Agreement.

23. Governing Law.

The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

24. Amendments.

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address in which you agreed to receive such notices and/or disclosures.

25. Indemnification.

Customer, in consideration of being allowed access to the Services, agrees to indemnify and hold the BANK harmless for any losses or damages to the BANK resulting from the use of the Services, to the extent allowed by applicable law.

26. Security Procedures.

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the Service, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

27. Fee Schedule.

Business Online Banking Service: The basic Business Online Banking service including account inquiry and internal account transfers is **Free**.

Cash Management Services: \$50.00 one-time set up fee, \$25.00 per month fee. Cash Management features include Account Inquiry, Internal and External Transfers, ACH origination; Wire Transfers and Bill Payment Services. Additional wire fees are \$5.00 per wire for domestic wires and \$35.00 per wire for foreign wires.

Bill Payment Non-Sufficient Funds (either overdraft or return) Fee: \$28.00 per check

Bill Payment Stop Payment Fee: \$20.00 per check

Research Fee: \$20.00 per hour (minimum of one hour)

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

X_____

Company : _____

Date: _____