

BUSINESS ONLINE BANKING TERMS AND CONDITIONS

This Business Online Banking Terms and Conditions (“Agreement”) is by and between Sunflower Bank, N.A. or First National 1870, a division of Sunflower Bank, N.A. (“the Bank”) and the company (“Customer”) identified on the Business Banking Direct Enrollment Form (“Enrollment Form”). By completing the Bank’s Enrollment Form, Customer has requested that the Bank permit Customer’s access to its account(s) by and through the Bank’s Internet Banking Web Site, to wit: www.sunflowerbank.com (“WEB SITE”). The Bank is willing to permit such access under the terms and conditions set forth herein.

This Agreement, which includes the Enrollment Form that is incorporated herein by reference, is the contract governing Customer’s electronic access to its accounts at Bank through the Business Banking Direct System (“System”). By using System, Customer accepts all of the terms and conditions of this Agreement. The Bank and Customer (collectively “the Parties”), therefore, hereby agree as follows:

- 1. CONDITIONS PRECEDENT:** The Parties’ rights and obligations under this Agreement are contingent upon Customer completing the Enrollment Form, the Bank accepting the Enrollment Form, Customer designating a representative to execute this Agreement on its Corporate Resolution, Customer having its own Internet access to the System, and Customer having a working e-mail address in which the Parties may communicate.
- 2. SYSTEM SERVICES AND HOURS OF ACCESS:** System can be used to check the balance of accounts, view account histories, transfer funds between accounts, make stop payment requests, view check images, change addresses, and utilize a variety of Treasury Management Services (ACH, Bill Payments, Wire Transfer Services, Positive Pay) based on Customer’s enrollment options. Customer can use System seven (7) days a week, twenty-four (24) hours a day, although some or all System services may not be available occasionally due to emergency or scheduled System maintenance. The Bank will exercise good faith efforts to post notice of any extended periods of non-availability on the WEB SITE. However, in no event shall Bank be liable for any losses sustained by Customer as a result of System unavailability, regardless of whether the Bank provided notice of unavailability.
- 3. USER IDS AND PASSWORDS:** The Bank will establish user identification and an initial password on the System for the designated “Company Administrative User” (“Admin User”). The Admin User will be designated by Customer on the Enrollment Form. The Admin User is the person that has the responsibility and authority to establish and maintain control of the security level of any additional System users (“Other Users”). The Bank has no control, ability, or obligation to monitor the authority of Other Users to access System and any of their actions. Customer agrees to change the initial password to a password of Customer’s sole selection and choosing upon Customer’s initial access to the System, with such initial access by Customer to occur within seventy-two (72) hours of Customer’s receipt of the initial password assigned by Bank by electronic email delivery. Customer shall determine what password it will use, and the identity of that password is not communicated to the Bank. Neither the Bank nor any of its representatives shall ever ask for any of Customer’s passwords with respect to the System.

Customer agrees that it and its Admin User are responsible for setting up, establishing user identifications of Other Users and Admin User (“USER ID”), and granting access to the System by Admin User and Other Users. The Bank otherwise has no control, ability, or obligation to monitor the authority of Other Users to access System and any of their actions.

In no event shall Bank be liable for any losses sustained for the security level or account access granted by Customer to the Admin User or Other Users. The Admin User shall establish individual USER IDs on the System for all Other Users. Each Other User is required to change their password upon their initial login to the System. The Admin User and Other Users shall solely use their own USER ID and password to access the

System. However, in no event shall the Bank be liable for any losses sustained as a result of any Admin User or Other User allowing another to use their USER ID or password to access the System. The Bank is entitled to rely on the instructions it receives from Customer, Admin User, Other Users, or from any other person who accesses Customer's accounts utilizing the USER IDs and passwords. Customer is responsible for safeguarding the confidentiality of all USER IDs and passwords. Customer expressly agrees to establish and maintain commercially reasonable security procedures to do so. Customer is responsible for providing commercially reasonable security for all computers or other devices that the Customer and Other Users utilize to transact business with Bank through the System. In no event shall the Bank be liable for any losses sustained as a result of any breach of Customer's security procedures. The Bank has multiple controls in place to monitor and authenticate transactions in a commercially reasonable manner; however, in no event shall Bank be liable for any losses sustained as a result of any person initiating transactions that did not possess authority to do so. **Upon three unsuccessful attempts to use the password of the Admin User or any Other User, access to the System will be revoked. If access to the System has not been established within 180 days of a previous login, the Other User will be disabled.**

4. **MULTIFACTOR AUTHENTICATION:** The System is also protected with multifactor authentication through a series of challenge questions. Customer is responsible for safeguarding the confidentiality of the challenge questions. Customer expressly agrees to establish and maintain commercially reasonable security procedures to do so. In no event shall the Bank be liable for any losses sustained as a result of the breach of Customer's security procedures.
5. **SECURITY:** Customer agrees to review transaction activity available to it through the System no less often than once per day. It is the Customer's obligation to monitor and identify any unauthorized usage of System or other discrepancies. If the Customer fails to notify the Bank of any unauthorized usage of System or other discrepancy within one (1) day of the occurrence, the Bank shall not be liable for and the Customer shall indemnify and hold the Bank harmless from any loss resulting from such unauthorized usage of System or other discrepancies. Customer agrees that it is solely responsible for safeguarding the confidentiality of its accounts, account numbers, USER IDs, passwords, and challenge questions and security tokens if applicable. Customer controls, and is solely responsible for, the access and authorities granted on the System to Admin User and Other Users.

The Bank's security procedures are intended to provide security against unauthorized entry and access to Customer accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding the Bank's efforts to insure that the System is secure, Customer acknowledges that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. The Bank cannot and does not warrant that all data transfers utilizing the System, or electronic communications transmitted to and from the Bank, will not be monitored or read by others. In no event shall the Bank be liable for any losses sustained as a result of Customer's use of the System.

6. **MOBILE BANKING ACCESS:** At the sole discretion of the Bank, Customer may access some functions of the System through a mobile device ("Mobile Banking" or "Mobile Banking Services"). Mobile Banking may be accessed on some phones and mobile devices that are SMS Text Message or Web Browser enabled. Mobile Banking requires installation of an application ("Mobile App") on the mobile device. Customer must abide by any minimum hardware and software compatibility requirements established by any software vendor in connection with any such mobile device and Mobile App. The Bank may require Customer register the mobile phone number with which Customer intends to use Mobile Banking. Customer agrees to comply with the provisions of any and all license agreements regarding use of any mobile device to access Mobile Banking Services.

Customer understands and agree that the Bank cannot control the physical environment to prevent interception of the contents of transmissions to and from Customer's mobile devices, Smartphones, or any other technology in connection with use of Mobile Banking Services. By accessing the System through Mobile Banking Services, Customer assumes any and all risk associated with use of the mobile devices, Smartphones, or other technology in connection with Mobile Banking Services, including but not limited to the risk of interception of the contents of Customer transmissions to and from the System. Customer understands and agree that for any mobile device, Smartphone, or other technology that accesses Mobile Banking Services, Customer must enable and use a key lock, passcode, or other software locking process to restrict use of such technology. Customer understands and agrees that each time a Mobile Banking Services session is finished, Customer must completely exit and terminate the software application or any other program used to access Mobile Banking Services.

7. **MOBILE REMOTE DEPOSIT:** Mobile Deposit enables you to make deposits by taking a picture of the front and back of a check made payable to you and depositing it into your Bank checking account, all via your mobile Device. Bank reserves the right to reject items submitted for deposit via Mobile Deposit for any reason.

COMPLIANCE WITH SECURITY PROCEDURES: You may use Mobile Deposit to deposit checks made payable to the business to a business checking account you have at the Bank. Checks must be payable in U.S. dollars and drawn on a U.S. financial institution. All checks submitted for deposit via Mobile Deposit must be endorsed by the account holder. You agree to restrictively endorse any item transmitted through Mobile Deposit, as "FOR MOBILE DEPOSIT ONLY AT SUNFLOWER BANK, N.A." First National 1870, a division of Sunflower Bank, N.A. account" or as otherwise instructed by the Bank. The bank may reject any items transmitted through Mobile Deposit that do not include the foregoing restrictive endorsement.

The following guidelines must be used for checks submitted for deposit via Mobile Deposit:

- All checks **MUST** be payable to the account holder/owner. Depositing of Third-Party checks is prohibited.
- All Checks **MUST** include the endorsement: FOR MOBILE DEPOSIT ONLY AT SUNFLOWER BANK, N.A.
- You may deposit checks payable in U.S. dollars and drawn at any U.S. bank, including personal, business, and most government checks.
- The following types of checks are not eligible for mobile deposit: international checks, U.S. savings bonds, U.S. postal money orders, remotely created checks (whether in paper form or electronically created), convenience checks (checks drawn against a line of credit). These items must be deposited in-person at a bank facility.

There are limitations as to the number and dollar amount of checks that may be submitted for deposit via Mobile Deposit.

All deposits submitted to the Bank via Mobile Banking are subject to review before being considered received. Please refer to your Funds Availability Schedule for details.

You agree that once a check has been deposited through Mobile Deposit, the original check is your property and not the property of the Bank. All original Checks shall be maintained by the Customer in a safe and secure environment for a period of at least two (2) weeks and destroyed in a secure manner that will prevent retrieval of the information found on the checks within no more than ten (10) days thereafter.

While the original check is in your possession, you agree to use a high degree of care to safeguard the original check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original check or unauthorized use of the information on the check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original check; b) the information contained on the check shall not be disclosed to unauthorized persons; and c) the original check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or

negotiated again in any way. Upon request by the Bank you will promptly provide to the Bank a retained original check, or a sufficient copy of the front and back of the check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes

- 8. ACKNOWLEDGMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES:** By using the System, Customer acknowledges and agrees that this Agreement sets forth security procedures for various electronic banking transactions that are commercially reasonable. Customer agrees to be bound by instructions received by Bank through the System, whether authorized or unauthorized, which the Bank implements in compliance with these procedures.
- 9. FEES AND CHARGES:** Customer agrees to pay any charges in regard to the use of the System or for the use of additional services Customer requests. Additional service fees include, but are not limited to, Wire Transfers, ACH, and Stop Payment orders. Customer is responsible for telephone and Internet service fees it incurs in connection with use of the System. Additional services including, but not limited to, Positive Pay, ACH, and Wire Transfer Services require additional agreements.
- 10. ACCOUNT BALANCES AND POSTING OF TRANSFERS:** Account balances at the close of the previous business day and account transactions posted on the previous business day are normally available on the System by 6:00 a.m. Central Time each business day (excluding weekends and federal holidays). Additionally, presentment and memo posted account transactions are normally updated and available throughout each business day. Although the Bank agrees to use its best efforts to provide account information throughout the day, the Bank does not guarantee that account information will be available according to this schedule. Customer can obtain current account information during the Bank's regular business hours by contacting the Customer Care Center at (888) 827-5564. Transfers between accounts initiated through the System before 9:00 p.m. Central Time on a bank business day are generally posted to Customer's account the same day. Transfers completed after 9:00 p.m. Central Time on a bank business day, or anytime on a Saturday, Sunday, or federal holiday will generally be posted the next business day.
- 11. OVERDRAFTS (Order of Payments, Transfers, and other Withdrawals):** System identifies transfers based upon the USER ID of the user who made the transfer. Customer is solely responsible for ensuring that transactions initiated by multiple users do not result in any overdrafts to any of Customer's accounts.
- 12. LIMITS ON AMOUNTS AND FREQUENCY OF SYSTEM TRANSACTIONS:** The number of transfers to and from Customer's accounts and the amounts which may be transferred are limited pursuant to the terms of the Deposit Agreement for each account. For example, if an "uncollected funds" hold has been placed on deposits made to an account from which the Customer wishes to transfer funds, Customer cannot transfer the portion of the funds held until the hold expires. In no event shall the Bank be liable for any losses sustained as a result of a hold to any of Customer's accounts.
- 13. SYSTEM BILL PAYMENT SERVICE:** Customer must designate the Bank account from which the payments are to be made, the amount of the payment, and the date Customer wants the payment to be debited from their account. System will only allow a business day to be selected as a payment date. Customer must also specify the complete name of the payee, the account number, and the payee's remittance address all exactly as shown on the billing statement or invoice. By using the System Bill Payment Service option, Customer agrees that, based upon instructions received from any of Customer's users to the System, Bank can debit Customer's designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds to the payee on Customer's behalf. Customer also agrees that bill payments through the System may be charged to Customer's primary deposit account unless Customer has selected otherwise when setting up the payment. Bank reserves the right to refuse to pay any payee designated by Customer. If Bank does so, it will notify Customer promptly. In no event shall the Bank be liable for any losses sustained as a result of refusing to pay any payee designated by Customer.

- 14. SCHEDULING SYSTEM BILL PAYMENTS:** Payees may be paid in one of two methods: electronically or paper draft. In no event shall the Bank be liable for any losses sustained as a result of the untimely delivery of mail or the improper transmission or handling of payments by a third party, such as the failure of the bill payment payee to properly process or post a payment.
- 15. SYSTEM BILL PAYMENT CANCELLATION:** To cancel a bill payment that Customer has scheduled through System, Customer must cancel the payment online through System (by following the on-screen instructions) prior to the payment being processed. Once the bill payment has been processed or debited from Customer's account, Customer CANNOT cancel or stop the bill payment. In no event shall the Bank be liable for any losses sustained as a result of its inability to cancel or stop a bill payment.
- 16. STOP PAYMENT REQUESTS:** Stopping the payment of a check is different from the cancellation of a bill payment. Customer may initiate stop payment requests through the System only for paper checks (non-electronically generated) on Customer's accounts—stop payment requests cannot be initiated on checks created by the Bank as a result of a bill payment request through the System. Stop payment requests transmitted to the Bank through the System are retrieved and processed throughout the business day. However, the Bank requires a reasonable time to act upon requests through the System. **If Customer requires immediate action regarding a stop payment request, it must call the Bank's Customer Care Center at (888) 827-5564.** To be effective, stop payment requests through the System must precisely identify the name of the payee, the check number, the amount, and the date of the check. On all stop payment requests transmitted to the Bank through the System, Bank may also require a written request be provided to the Bank within fourteen (14) days after the request. Customer will incur stop payment charges as disclosed in the current fee schedule for the applicable account. In no event shall the Bank be liable for any losses sustained as a result of its failure to perform a stop payment request transmitted to the Bank through the System.
- 17. CHANGE IN TERMS:** Bank may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for Customer, fewer types of available services, or stricter limitations on the frequency or dollar amount of transactions, Bank agrees to give Customer notice at least twenty-one (21) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or Bank's electronic fund transfer system. Bank will post any required notice of the change in terms on the WEB SITE or forward it to Customer by e-mail or by postal mail.
- 18. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:** The Bank makes no express warranty of any kind in connection with the System and corresponding services provided to Customer under this Agreement. Bank does not and cannot warrant that the System will operate without errors, or that any or all System services will be available and operational at all times. In no event shall the Bank or its officers, directors, employees, agents or contractors be liable for any direct, indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of Customer's use of or access to System.
- 19. TERMINATION:** Customer may terminate this Agreement at any time by providing the Bank with written notice at: **Sunflower Bank, N.A., Attn: Quality Assurance, Verification, P.O. Box 800, Salina, KS 67402-0800.** Customer's access to the System will be suspended within three (3) business days after the Bank's receipt of written instructions to terminate this Agreement and Customer access to the System. Customer, however, will remain responsible for all outstanding fees and charges. The Bank may terminate or limit Customer's access to the System for any reason and at any time.
- 20. COMMUNICATIONS:** Unless this Agreement provides otherwise, Customer can communicate with the Bank concerning services provided through the System in any one of the following ways:
- **E-mail:** onlinebanking@sunflowerbank.com (Please note that e-mail is not secure and banking

transactions through System are not made via e-mail)

- **Telephone:** (888) 827-5564
- **Postal Mail:** SUNFLOWER BANK N.A., Attn: Quality Assurance, Verification, P.O. Box 800, Salina, KS 67402-0800
- **In Person:** See the WEB SITE for a detailed listing of the Bank's branch office locations

21. CONSENT TO ELECTRONIC DELIVERY OF NOTICES: Customer agrees that any notice or other type of communication provided to Customer pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the WEB SITE or by e-mail. Customer agrees to notify the Bank immediately of any change in its designated e-mail address.

22. MISCELLANEOUS PROVISIONS: The following additional provisions apply to this Agreement:

- a. The terms of this Agreement are construed in accordance with the laws of the State of Colorado and with the laws of the United States when applicable. Should these related laws be amended, this Agreement shall be deemed amended to the extent necessary to comply.
- b. Words importing the singular number only may be extended to several persons or things, and words importing the plural number only may be applied to one person or thing. The paragraph headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.
- c. Customer knowingly and intentionally, irrevocably and unconditionally: a) acknowledges, agrees and consents that, by executing and delivering this Agreement to the Bank, Customer has transacted business in the State of Colorado, and specifically in Denver County, Colorado; b) acknowledges, agrees and consents that any suit, action, or other legal proceeding arising out of or relating to this Agreement may be brought, at the Bank's sole discretion, in a court of record in the State of Colorado or in the Courts of the United States located in the State of Colorado, and Customer hereby voluntarily consents and submits to the jurisdiction and venue of any such court chosen by the Bank in any such suit, action, or proceeding; c) acknowledges, agrees and consents that any suit, action, or other legal proceeding (including but not limited to declaratory judgment and similar types of actions) brought by Customer against the Bank arising out of or in any way relating to this Agreement must be brought in the Denver County, Colorado District Court, which Customer acknowledges, and agrees and consents is the court having exclusive jurisdiction and venue over any such suit, action, or other legal proceeding; and d) waives any objection or defense which Customer may have to the laying of jurisdiction and venue of any such suit, action, or proceeding in any of such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. EXCEPT AS EXPRESSLY AGREED IN WRITING BY THE BANK, THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF COLORADO SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OF ANY AND ALL CLAIMS, DISPUTES, AND CONTROVERSIES, ARISING UNDER OR RELATING TO THIS AGREEMENT. NO LAWSUIT, PROCEEDING, OR ANY OTHER ACTION RELATING TO OR ARISING UNDER THIS AGREEMENT MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM EXCEPT AS EXPRESSLY AGREED IN WRITING BY THE BANK. CUSTOMER ACKNOWLEDGES THAT THIS SECTION HAS EITHER BEEN BROUGHT TO THE ATTENTION OF CUSTOMER'S LEGAL COUNSEL OR THAT CUSTOMER HAD THE OPPORTUNITY TO DO SO.
- d. Customer acknowledges, agrees and consents that Customer is not a "consumer" as defined by 12 C.F.R. §§ 205.2 and 1005.2, as amended; that all transactions subject to this Agreement are conducted for business or commercial purposes, and not primarily for personal, family, or household purposes; and that the authorized accounts set forth in this Agreement are held by the Bank and established by Customer for business or commercial purposes, and not primarily for personal, family, or household purposes.
- e. Customer knowingly and intentionally, irrevocably and unconditionally, waives any and all right to a trial by jury in any action, proceeding, claim or counterclaim, whether in contract or in tort at law or in equity, arising out of or in any way related to this Agreement, the transactions contemplated thereby, and any other agreement or related transaction. CUSTOMER ACKNOWLEDGES THAT THIS SECTION HAS EITHER BEEN BROUGHT TO THE ATTENTION OF CUSTOMER'S LEGAL COUNSEL OR THAT

CUSTOMER HAD THE OPPORTUNITY TO DO SO.

- f. This Agreement supersedes any prior agreement between the Bank and the Customer on the subject matter hereof, and shall also be binding upon the Customer's heirs, representatives, and successors.
- g. In the event of any inconsistency between this Agreement and any other agreement with respect to the subject matter hereof, this Agreement shall govern. The terms and conditions of the deposit agreements and disclosures for each of Customer's deposit accounts, as well as Customer's other agreements with the Bank (such as loans) continue to apply notwithstanding anything to the contrary in this Agreement.
- h. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.
- i. Any written notice to the Bank by the Customer must be sent by U.S. mail or express carrier to: Sunflower Bank, N.A., Attn: Quality Assurance, Verification, P.O. Box 800, Salina, KS 67402-0800.