

## **Business Internet Banking Service Agreement**

National Exchange Bank and Trust  
130 South Main Street  
P.O. Box 988  
Fond du Lac, WI 54936-0988  
(920) 921-7700

This Agreement governs your enrollment and use of our Business Internet Banking Service (“Business Internet Banking”). Business Internet Banking allows you to access your Accounts through the Internet. You agree to comply with and be bound by the terms of this Agreement and any other rules or regulations that may be applicable to the various services provided through Business Internet Banking. You further agree that the rules and regulations applicable to each Account accessed through Business Internet Banking are part of this Agreement.

### **1. Definitions.**

As used in this agreement, “NEBAT”, “we”, “our” and “us” mean National Exchange Bank and Trust; “Customer”, “you” or “your” means the account holder and all employees authorized to act on behalf of such account holder; “Account” means Customer’s deposit and loan accounts with us including, without limitation, checking, money market, certificate of deposit and savings account(s) accessible by Business Internet Banking; and “Business Day” means Monday through Friday, excluding any legal holidays.

### **2. Services.**

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

#### Standard Services

- Deposit Account Information
- Transaction Inquiry
- Funds Transfer
- Stop Payment
- Loan Account Information

#### Optional Services

- ACH Origination
- Bill Payment
- Loan Payment
- Loan Advance (separate application required)
- Wires (domestic)
- File Downloads
- File Uploads

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

### **3. Computer Equipment; Browser Access and Internet Services.**

You are responsible for obtaining, installing, maintaining and operating all computers and other equipment necessary to access the Business Internet Banking system. You are also responsible for obtaining the equipment and a browser to meet the Business Internet Banking system’s requirements and for obtaining Internet services via an Internet services provider of your choice. You acknowledge that we will not be responsible for any errors or other problems that arise from your equipment, browser or Internet services.

#### 4. Authorization.

You will be required to complete certain enrollment forms or other documents evidencing your desire to access your Account(s) using Business Internet Banking and identifying the specific Account(s) that will be accessible. In addition to the standard Business Internet Banking Services, you may also select one or more optional services identified on the Business Internet Banking enrollment form. Enrollment can be accomplished by Customer either completing a paper enrollment form, which form will be manually signed by an authorized representative of Customer, or on-line at [www.nebat.com](http://www.nebat.com). You may also be required to complete additional forms and agreements for the individual services provided under this Agreement. Your use of Business Internet Banking services will also constitute your agreement to the terms of this Agreement.

#### 5. Passwords, Tokens and Security.

Customer agrees to utilize unique user IDs and passwords for each individual authorized to gain access to Business Internet Banking. Certain Business Internet Banking Services will also require the use of secure tokens. Customer shall be responsible for maintaining the security of Customer's user IDs, passwords and tokens, and for any and all transactions performed using the Business Internet Banking system. You agree to notify us immediately upon the resignation or termination of any employee who was authorized to access the system. Notification must be made verbally, and followed upon in writing. 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 your responsibility to lock the user out of the Internet Banking system. In such case, you further agree to contact us immediately regarding any such breach of security. If an unauthorized person accesses your Account(s), you could lose all of the money in your Account(s) as well as become liable for draws upon any lines of credit that we make available to you. You agree that we shall have no liability for any transactions performed with correct passwords except as otherwise provided in this Agreement.

#### 6. Funds Transfer and Loan Payments.

You may transfer funds from one Account to another Account ("Funds Transfer"). A Funds Transfer request received by us prior to 7:00 P.M. Central Time ("CT") will be processed on the same Business Day. A loan payment Funds Transfer received by us prior to 5:00 PM CT 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 Transfers transaction. Any Funds Transfer shall be in an amount not to exceed any limit established by NEBAT 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 Transfers and loan payments. Customer assumes responsibility for verifying availability of funds at the time of the Funds Transfer request. 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. We shall not be responsible for failing to honor any Funds Transfer or ACH payment request, if you do not have a sufficient available balance in your Account at the time the request is to be processed.

Funds Transfer may not be made to or from Certificate of Deposit Accounts. Examples of Funds Transfers that may be processed 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.

#### 7. Stop Payment.

You may place a stop payment on your account utilizing the Business Internet Banking service. If you do so you agree to the following terms and conditions:

- A stop payment request must specifically identify the item subject to your request and must be received by us in sufficient time to allow us a reasonable opportunity to act upon 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, check number, the date of the check, the amount of the check, the payee, your telephone number and your reason(s) 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 NEBAT 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, we shall have no liability if we pay such item.
- You understand that there may be claims or demands made against NEBAT as a result of your request to us. You agree that you will defend us and will be responsible to NEBAT if any claim or demand, of whatever nature, is made against NEBAT with respect to a stop payment request and/or the check itself. You agree to indemnify and defend NEBAT and to reimburse NEBAT for any reasonable costs, expenses or attorney's fees that NEBAT incurs in defending itself against any such claims or demands. You understand that we will use all reasonable efforts to comply with a stop payment request.
- You agree to pay NEBAT's applicable stop payment fee for the initial stop payment and any renewals.
- In the event of a conflict between this Section and our Deposit Account Rules and Regulations, our Deposit Account Rules and Regulations shall control.

#### 8. 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.

#### 9. Limitations.

Under federal regulations, you may make no more than six (6) withdrawals via paper check funds transfers and telephone transfers, including Business Internet Banking transactions, per month from your savings or money market deposit Accounts.

10. Bill Payment.

To avoid late fees or finance charges, you must schedule your payment to allow sufficient time for the payment to reach the vendor. To be sure payments are received on time; you should schedule your payment at least seven (7) days before the due date. Suggested delivery times for Bill Payment Services are not a guaranty that your payment will be timely received by the intended recipient and in any event NEBAT shall not be responsible for late payment fees or finance charges.

For payees who can accept Electronic Funds Transfers (“EFT”), we recommend that you set the send your EFT at least three (3) business days in advance of the due date. If you authorize payment in advance, your EFT will be sent at 3:00 PM CT on the day you designated for the payment to be sent. If you wish to have an EFT issued on the same day you authorize payment, you must authorize the transaction by 3:00 PM CT. Please note that some EFT transactions may clear your NEBAT account the same day they are issued. It is your responsibility to make sure you have sufficient funds on deposit in your account in advance of an EFT to avoid payments not being made on account of insufficient funds in your account.

Due to certain legal requirements, we limit the ability to make certain types of payments. Payments to payees outside of the United States are prohibited and may not be issued under any circumstances. In addition, the following payments are discouraged, but may be scheduled at your own risk:

- tax payments to the Internal Revenue Service or any state or other government agency
- court-ordered payments, such as alimony or child support
- payments to insurance companies

We will not notify you if you attempt to make any of these payments and we will not be liable if we do not make a prohibited or discouraged payment that you have scheduled.

11. Overdraft.

Customer is liable for any Account shortage resulting from charges or overdrafts, whether caused by Customer, authorized user, or another with access to the Business Internet Banking system. 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 against funds in each Account also applies, as described in our Deposit Account Rules & Regulations.

12. Fees.

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

13. Third Parties.

Customer understands that support and services relating to Business Internet Banking are provided by third parties other than NEBAT, and Customer authorizes NEBAT to contract with third parties to provide such support and service. Customer releases NEBAT 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.

14. Liability.

NEBAT 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 NEBAT. Under no circumstances shall NEBAT 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. NEBAT 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.

For purposes of providing Business Internet Banking Services, we make use of a private network, intended for authorized users only. BY USING BUSINESS INTERNET BANKING, CUSTOMER AGREES TO ACCEPT COMPLETE RESPONSIBILITY THEREFOR. NEBAT AND ITS 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 NEBAT 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 NEBAT 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 one or more Indemnities 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. Business Internet Banking Administrator.

Customer will designate a Business Internet Banking Administrator (the "Administrator") at the time Business Internet Banking Service is requested by Customer. The Administrator is responsible for setting up all users of the Business Internet Banking Services with access to Customer's Account(s) with unique login credentials and establishing the applicable authority for each user with respect to such Account(s).

Customer agrees, as referenced in Section 5, Passwords, Tokens and Security, that anyone who uses a password to access Customer's Account(s) utilizing the Business Internet Banking Service will have the same effect as the Customer's signature authorizing transactions.

18. Contact Us.

You may contact us by telephone at (920) 921-7700 or write to 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.

19. 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](http://www.nebat.com). Customer may access the privacy notice on [www.nebat.com](http://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.

20. Electronic Record Consent.

Customer consents to receive electronic records during the course of the Business Internet Banking relationship.

21. Termination or Discontinuation.

In the event Customer desires 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 for which you desire to discontinue Service to: National Exchange Bank and Trust, P.O. Box 988, Fond du Lac, WI 54936-0988. You may also notify us through secure messaging. If you notify us verbally, you must also send us written notification as provided above. 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 by NEBAT as soon as practicable.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement with respect to transactions initiated before termination.

22. Assignment.

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

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. Amendment.

You agree that we may change, add or, modify any or all of the terms in this Agreement and that we may do so by notifying you in writing of the proposed changes. Continued use of the Business Internet Banking Service after the effective date of any change, shall be conclusive evidence that you agree to be bound by the amended terms.

25. Conflict of Provisions.

This Agreement is intended to supplement and not to replace other agreements between Customer and NEBAT relating to Accounts, including, without limitation, the Deposit Account Rules and Regulations. The deposit Accounts accessed by Business Internet Banking remain subject to NEBAT's Deposit Account Rules and Regulations governing deposit accounts which have been provided to you. In addition, any loan or line of credit accessible by Business Internet Banking will remain subject to the loan documents applicable thereto. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts, this Agreement shall control unless otherwise specified in this Agreement.

26. Headings.

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

27. Binding Effect.

This Agreement shall bind and benefit the parties and their successors and assigns. NEBAT may from time to time amend any of the terms of this Agreement.

28. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin without regard to the application of any conflict of law principles and all proceedings with respect to this Agreement and the Services shall be venued in Fond du Lac County, Wisconsin, which venue the parties hereto expressly approve. CUSTOMER AND NEBAT WAIVE THEIR RIGHT TO TRIAL BY JURY IN A CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BUSINESS INTERNET BANKING SERVICES, AND/OR ANY TRANSACTIONS RELATED THERETO.