



Business Banking Online Services Agreement

Company Name:

(herein referred to as "CUSTOMER").

Business Banking Online System Requirements:

Web Browser software with 128-bit encryption
Internet Access

Business Banking Online Service Charges:

(All transactions are also subject to customary account & transaction fees.)

In consideration of the electronic banking services (SERVICES) to be provided by Union Bank & Trust Company (BANK) as described from time to time in information distributed by BANK to its customers, the undersigned CUSTOMER agrees as follows:

By utilizing the SERVICES, CUSTOMER agrees to be bound to all rules and regulations applicable to CUSTOMER'S deposit account and any other contract for services at BANK as established and amended by BANK.

BANK has the sole discretion to reject or not process any transaction if CUSTOMER does not have funds available in the account (s) specified in any transaction request.

CUSTOMER authorizes BANK to disclose information about its account(s) to third parties in order to complete transactions using Business Banking Online and for any other purpose necessary and appropriate to implement the terms of this Agreement.

Fees for SERVICES shall be payable in accordance with a schedule of charges as established, and amended, by BANK from time to time. Notice of changes to these fees or requirements will be provided as is required by law, or if there is no specific requirement of law, BANK will take reasonable steps calculated to provide notice to CUSTOMER. All fees and transaction debits and credits shall be automatically deducted from CUSTOMER'S account(s) and BANK shall provide to CUSTOMER notice of such amount(s) monthly.

BANK shall not be responsible for:

Errors in amounts, account numbers, payment dates or any other information provided to BANK or entered by CUSTOMER.

Damages arising from unauthorized access to the SERVICES.

The BANK shall neither be held responsible for nor incur any liability for any computer errors or malfunctions that are related in any way to the CUSTOMER'S computer systems or programs.

The BANK shall have no responsibility for and shall not be liable for any costs associated with updating, modifying or terminating the SERVICES.

Additional Terms:

CUSTOMER agrees to review information entered into Business Banking Online to ensure accuracy, review all bank statements and promptly notify the BANK of any problems or concerns. If the BANK'S records about a transaction are different than CUSTOMER'S, the BANK'S records shall control.

CUSTOMER understands that BANK has established specific cut-off times to determine business day on which transactions will be initiated and agrees to abide by these deadlines. These cut-off times are included in the BANK'S Funds Availability Policy, Deposit, Wire, ACH or other applicable agreements.

Unless otherwise noted, the meaning of terms used in this agreement and in information incorporated herein shall be defined by the applicable provisions of the Nebraska Uniform Commercial Code.

The CUSTOMER agrees to indemnify the BANK for any losses or damages to the CUSTOMER resulting from use of the SERVICES. The CUSTOMER also agrees to hold the BANK harmless from any loss or damage resulting from CUSTOMER'S breach of this Agreement, or CUSTOMER'S negligence, or any loss or damage arising from the unauthorized, fraudulent, or dishonest acts by CUSTOMER'S current and/or former authorized users, agents, contractors, or employees.

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

CUSTOMER AGREES THAT THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SERVICES.

This Agreement may be terminated by the BANK at any time and for any reason without advance notice to CUSTOMER.

Access Identification Number and Password:

Each individual who is to have access to CUSTOMER accounts and information through the SERVICES are hereby authorized to access these accounts according to the CUSTOMER'S instructions as stated in the Business Banking Online Client Authorization Form(s) completed and signed by CUSTOMER. The level of access for each user is determined by the Access ID number, which will be assigned by BANK. The password shall consist of at least 6 digits within a specific format subject to a maximum of 17 digits. The system will require each user to select a new password during their initial session. Once selected by each user, this password is to be used only by that individual and protected from use by others. BANK requires users to change their password every 90 days, which can be completed within the software. BANK requires that the software utilized to access this system have an encryption level of at least 128-bit. CUSTOMER agrees that BANK'S security procedures are commercially reasonable. CUSTOMER further agrees that actions taken by the BANK in compliance with its security procedures, whether or not in fact such transaction was initiated by the CUSTOMER or CUSTOMER'S agents, shall be treated as a duly authorized CUSTOMER request. Until written notice to the contrary is received and duly

processed, the BANK shall be entitled to rely on the attached BUSINESS BANKING ONLINE CLIENT AUTHORIZATION FORM for all SERVICES under this Agreement. CUSTOMER will be responsible for all transactions initiated by persons to whom CUSTOMER has given access to passwords or other security procedures.

Limitations for access through Business Banking Online:

Sessions will be ended due to inactivity after 30 minutes. Users can log back into the system for additional sessions at any time.

The undersigned represents and warrants that he/she has full power and authority to execute this Agreement on behalf of all of the company listed in this agreement.

CUSTOMER:

By _____
Authorized Signer

Date _____