

## eBusiness Access Agreement

WHEREAS, Bank offers to its business customers certain electronic cash management and information services under the name eBusiness Access, which services will be made available to such Company utilizing Company's web browser and computer system, and Company wishes to obtain the right to use the eBusiness Access services upon the terms and conditions hereinafter provided; and NOW THEREFORE, the parties agree as follows:

### 1. Definitions.

- (a) "Account" shall mean any Deposit Account or Loan Account of Company at Bank, which the parties may from time to time agree to make subject to this Agreement, as reflected on the books and records of Bank.
- (b) "Authorized Representative" shall mean those employees or other representatives of Company who are designated by Company to have access to and engage in the eBusiness Access services on behalf of Company.
- (c) "Deposit Account" shall mean any demand deposit, savings or certificate of deposit account at Bank that is used for commercial purposes.
- (d) "Funds Transfer Request" shall mean Company's instructions to Bank through the use of the eBusiness Access program to transfer funds between or among the Accounts or to transfer funds from an Account to any other account or person, including requests for Bill Payments and, to the extent permitted by this Agreement, wire and ACH transfers.
- (e) "Loan Account" shall mean a loan, line of credit or demand deposit loan account at Bank which was obtained for commercial purposes.
- (f) "User Guides" shall mean, collectively, the Emprise eBusiness Access User Guide and the Emprise eBusiness Access ACH Editor User Guide as in effect from time to time, and receipt of which is hereby acknowledged by Company.
- (g) "Bill Payment" shall mean any payment initiated by Company through eBusiness Access to a designated Payee as specified by the Company.

### 2. Services Provided.

2.1 As more fully described in the User Guides, Company may affect any of the following transactions:

- (a) Transfer funds to and from Accounts, subject to all rules and regulations then in effect for each Account, including federal regulations limiting the number of transfers involving a savings account to six or fewer per month, and subject to any applicable maximum dollar limit assigned by Company or Bank to an Account;
- (b) Make payments on Loan Accounts and request advances under revolving lines of credit obtained for commercial purposes;
- (c) Access balance information and posted activity on the Accounts;
- (d) Review the Accounts' current activity including Deposit Account activity since the last statement cut off date and principal, interest and payment information on Loan Accounts;
- (e) Request a stop payment order on a single item and review the stop journal; and
- (f) Initiate Bill Payments to a business.

2.2 All services available from time to time by use of eBusiness Access are and will be subject to this Agreement. Bank reserves the right to limit or eliminate, in whole or in part, any of the above services at any time without prior notice.

2.3 Payments made on Loan Accounts or requests for advances under revolving lines of credit, and Funds Transfer Requests from, between or among Accounts, made after 6:00 P.M. or on a day when Bank is not open for business will be treated as if made on the next day when Bank is open for business. If wire transfer requests are permitted by this Agreement, requests for domestic wire transfers submitted after 4:00 P.M. and/or foreign wire transfers submitted after 2:00 P.M. and/or any wire transfer request submitted on a day when Bank or wire transfer services are not open for business will be treated as if submitted on the next day when both Bank and the wire transfer services are open for business. Requests for ACH File Transfers, if permitted by this Agreement, are subject to cut off times established, from time to time, in the Emprise Bank ACH Service Agreement and the Emprise eBusiness Access ACH Editor User Guide.

### 3. Hardware, Software, and Documentation.

3.1 Company agrees to acquaint itself with the contents and requirements of the User Guides and to use the eBusiness Access services in compliance with the requirements and procedures set forth in the User Guides, all as in effect from time to time.

3.2 Company agrees to acquire and maintain, at its sole cost and expense, the necessary software and hardware for accessing and using the eBusiness Access services, including a computer system which has access to the Internet using a secure browser with 128-bit encryption.

3.3 Bank may, from time to time, make enhancements or modifications to the eBusiness services and documentation. Any such updates will be subject to this Agreement. All decisions concerning updates shall be made by Bank in its sole discretion.

### 4. Relationship to Other Agreements.

4.1 This Agreement does not supersede Deposit Account agreements, any signature card rules and regulations, loan agreements, Wire Transfer Agreements, the Emprise Bank ACH Service Agreement or any other Agreements Company may have with Bank. All such agreements, rules, and regulations now or hereafter governing the Accounts will remain in full force and effect after the execution of this Agreement, except as the same may be

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modified or terminated according to their terms or applicable rules or regulations. Nothing herein shall in any manner be deemed to obligate Bank to extend credit to Company.

### 5. Company Rights and Responsibilities.

- 5.1 Company shall be solely responsible for selecting, monitoring, and training its Authorized Representatives. Company shall complete and deliver to Bank the eBusiness Access Application as Bank may, from time to time, require. Company authorizes Bank to rely upon the eBusiness Access Application on file with the Bank until such time as (i) Bank has received written notice in form and substance satisfactory to Bank that such Application has been amended, reauthorized or rescinded by Company, and (ii) Bank has executed and delivered to Company a written acknowledgment of receipt of such notice.
- 5.2 Following the setup of eBusiness Access services for the Company, Bank will provide a password for the Company Senior Administrator. The Senior Administrator will be responsible for granting access to subsequent Authorized Representatives. Upon initial entry to eBusiness Access, and from time to time thereafter, Authorized Representatives will be required to select a new password that will be used by such Authorized Representative to access information or to initiate Funds Transfer Requests. Each of the foregoing passwords is referred to as a "Company password." COMPANY IS RESPONSIBLE FOR ALL TRANSFERS MADE OR OTHER TRANSACTIONS EFFECTED USING A COMPANY PASSWORD. Company shall not make available a written record of any Company password nor otherwise disclose any Company password, except to its Authorized Representatives, and Company will take appropriate action to prevent each of its Authorized Representatives from making any such written record or otherwise disclosing any Company password. Company acknowledges that disclosure of any Company password to others may result in unauthorized uses for which Company may be fully liable. Company assumes complete responsibility for adequately securing its access to and use of eBusiness Access services and the passwords, hardware, and software used in connection therewith. Company will call Bank IMMEDIATELY if Company believes that any Company password has been or may be used without Company's permission. The Bank is authorized, but not required, to record any oral communication with Company relating to this Agreement or eBusiness Access. Company may call Bank at (316) 383-4491 or write:

**Emprise Bank  
Attn: Treasury Management  
P.O. Box 2970  
Wichita, Kansas 67201-2970**

- 5.3 ALL USE OF eBUSINESS ACCESS SERVICES AND ALL FUNDS TRANSFER REQUESTS MADE BY AN AUTHORIZED REPRESENTATIVE OR BY MEANS OF A COMPANY PASSWORD (REGARDLESS OF THE PERSON SO USING THE PASSWORD) SHALL BE DEEMED AUTHORIZED BY COMPANY, and Bank may so treat such use of eBusiness Access services and Funds Transfer Requests as authorized by Company, unless willful or wanton conduct of Bank allowed use of a Company password by someone other than an Authorized Representative. Except in the case of willful misconduct of Bank which allows use of a Company password by someone other than an Authorized Representative, Company assumes all risk and liability with respect to use of the eBusiness Access services to access the Accounts or transfer funds to or from the Accounts, and Bank will not be responsible for any loss, liability or damages resulting from the unauthorized use of eBusiness Access. Company acknowledges and agrees that the security procedures set forth in this Agreement are commercially reasonable.
- 5.4 Company will not receive a separate eBusiness Access statement but will continue to receive regular Account statements that will describe the transactions that Company has initiated through eBusiness Access. All information appearing on these statements is subject to final review and audit by Bank. Company must notify Bank in writing within a reasonable period of time (and in no event later than sixty (60) days) after the statement date if there are any discrepancies between Company's records and the statement or any unauthorized use of the eBusiness Access services, including discrepancies pertaining to any ACH transfer or Entries (as hereinafter defined).
- 5.5 Company agrees to pay a monthly service charge for its use of the eBusiness Access system in accordance with the Schedule of eBusiness Access Service Charges in effect from time to time. All service charges for Company's use of the eBusiness Access system are in addition to any normal service charges that apply to Company's Accounts. Bank reserves the right to debit Company's Accounts for any service charge, and Company shall be responsible for any deficiency.
- 5.6 Company agrees that it will use the eBusiness Access services for commercial or business purposes only. Company also agrees that it will not make any material use of eBusiness Access services for personal, family or household purposes.
- 5.7 Company acknowledges that changes in technology, software, Bank policies and procedures, User Guides, or other developments may require modifications of (or new or additional) Company hardware or software for which Company shall be responsible at its sole cost and expense if Company desires to make continued use of eBusiness Access services.

### 6. Limitation of Liability.

- 6.1 Bank shall not be liable for any damages, loss, or injury incurred by Company in connection with this Agreement or Company's use of eBusiness Access services, except for (and only to the extent that) damages, loss, or injury are the direct and proximate result of gross negligence or willful or wanton conduct of Bank. Without limiting the

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generality of the foregoing, Bank shall not be liable or responsible for any loss, liability, damage or injury caused in whole or in part by, or arising in connection with:

- (a) Company's failure to follow the procedures set forth in the User Guides.
  - (b) Any loss, damage, or injury caused by or to Company's hardware or equipment as a result of Company's use of the eBusiness Access service
  - (c) Company's acts, errors or omissions, including without limitation as to the amount, accuracy, and timeliness of transmittal or due authorization of any Entry, as hereafter defined, received from Company.
  - (d) The errors, omissions or failures of any other person, including without limitation any Federal Reserve Bank, transmission or communications facility, originator, originating depository financial institution, receiver, or person deemed to be Bank's agent.
- 6.2 Bank will not be liable to Company or any third party for any inaccuracy, interruption or delay in transmission or communications facilities, including electronic mail transmissions, equipment failure, war, emergency conditions, or other causes or circumstances beyond Bank's reasonable control. In addition, if wire or ACH transfer requests are permitted by this Agreement, Bank shall be excused from failing to transmit or act upon a request for an ACH transfer or Wire transfer if such transmittal would result in Bank exceeding a limitation upon its intra-day net funds position established pursuant to any present or future risk control requirements or programs of the Federal Reserve Board or any other federal agency.
- 6.3 Notwithstanding anything to the contrary herein and irrespective of any fault or degree of negligence, Bank will not be liable to Company for any lost profits or indirect, consequential, special, or punitive damages arising out of, resulting from, or in any way connected with eBusiness Access or the performance or breach of this Agreement, all whether or not Bank is apprised that any such damages are possible or likely, and whether or not any permitted remedy has failed its essential purpose.
- 6.4 In no event shall Bank's total liability to Company, pursuant to any claim which may arise out of or relating to this Agreement, exceed the lesser of (a) the dollar amount of fees received by Bank under this Agreement during the preceding twelve months that this Agreement was in effect, or (b) the dollar amount of fees received by Bank during the term this Agreement was in effect.

### 7. Disclaimer of Warranty.

- 7.1 BANK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY TYPE WITH RESPECT TO THE SERVICES, PROGRAM, OR SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANK DOES NOT WARRANT THAT THE SERVICES PROVIDED WILL MEET SPECIFIC REQUIREMENTS OF CUSTOMER.

### 8. Confidentiality.

- 8.1 Bank shall exercise due care in seeking to preserve the confidentiality of Company's user number, password(s), test key or other code or identifier and to prevent the use of the eBusiness Access services by unauthorized persons. It is understood and agreed that implementation by Bank of its normal procedures for maintaining the confidentiality of information relating to its customers, and where possible, the obtaining by Bank from any third parties engaged in the installation, maintenance, and operation of the eBusiness Access services of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care.
- 8.2 Company acknowledges that the User Guides constitute confidential and proprietary information and the sole and exclusive property of Bank and/or Bank's licensors or vendors. Company agrees to maintain the confidentiality of the User Guides and agrees that it will not release all or any portion of the contents of the User Guides to any person, or allow access to the User Guides by any person, other than its Authorized Representatives and other members of Company's senior management who have a need for access to the User Guides.

### 9. Termination and Amendment of Agreement.

- 9.1 Either party may, without cause, terminate this Agreement or related Addendum(s) by giving written notice to the other. Upon termination, Company agrees to return to Bank any property of Bank or its licensors or vendors in Company's possession. Termination by either party does not relieve Company of its responsibility for service charges accrued prior to termination. Bank may terminate this Agreement without notice to Company if Company breaches this Agreement.
- 9.2 Bank reserves the right to amend this Agreement at any time, without cause, upon written notice to Company, provided, however, that if the amendment results in an increase in any service charge as shown on a previously published fee schedule, Bank will give Company thirty (30) days prior written notice of the amendment.

### 10. Stop Payment Requests.

- 10.1 eBusiness Access allows for the placement of a stop payment order on a single item. Stop payment orders shall be entered fully in accordance with all instructions set forth in the User Guides and all computer screens, menus, or prompts generated by the eBusiness Access software in connection with a stop payment order. Company acknowledges that all required information must be entered fully and completely and without error and that any omission or error may prevent Bank from acting upon a stop payment order. ACH Entries, if permitted by

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Addendum to this Agreement, are not items subject to a stop payment order originated through Emprise eBusiness Access.

- 10.2 Company acknowledges that oral stop payment orders are valid only for fourteen (14) days and a written stop payment order (including one entered through eBusiness Access) shall be valid only for six (6) months unless sooner cancelled by Company. Bank may pay an item subject to a stop payment order after the fourteen-day or six-month term thereof, as the case may be, unless the stop payment order is timely renewed.
- 10.3 Company warrants that all information transmitted by it to Bank in connection with a stop payment order is complete and accurate and that Bank shall have no liability for paying an item subject to a stop payment order if the information transmitted by Company to Bank is not wholly complete or accurate. Company acknowledges that stop payment orders may be subject to other requirements established by law or by Bank.

### 11. Bill Payments.

- 11.1 Scheduling Payments - Company may use eBusiness Access to electronically schedule payments. Payments are posted against Company's balance available for withdrawal. The date Company schedules to be the payment date (referred to hereafter as the "Transaction Date") should always be at least seven (7) business days prior to the Due Date on Company bill to ensure the payment arrives by the Due Date. The "Due Date" is the date payment is actually due, not the late payment date or any date in the grace period. Company 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 this Agreement. Although Company can enter payment information through eBusiness Access twenty-four (24) hours a day, seven (7) days a week, (except for periods of maintenance or repair), payments can be initiated only on business days. Bill payments may only be sent to Payees with addresses in the United States. Company may not make a payment of alimony, child support, taxes, or other governmental fees or court directed payments through this service. Company further agrees not to make payments in violation of federal law, and Bank reserves the right to refuse to complete any transaction which would do so.

- 11.2 Delivery of Company Payments and Transfers - Funds will be deducted from Company Account on the business day on which a payment is to be made, i.e. the Transaction Date. If Company schedules in advance a payment to occur on a day other than a business day, the Transaction Date will be the last business day **immediately preceding** such payment's scheduled payment date. After funds are withdrawn from Company Account, Bank may remit Company payments by mailing Company's Payee a check, by electronic transfer, including ACH (Automated Clearing House), or by other means. Bill payments to Payees must be scheduled by the normal cut-off time of 6 P.M. (CST) on any business day in order for the payment to be initiated for that business day.

Recurring Payments - Recurring Payments are those made for the same amount and on a weekly, bi-monthly, monthly, or other regularly scheduled basis. Once started, Recurring Payments will continue automatically until Company tells Bank to stop or cancel the service and Bank has a reasonable opportunity to react.

- 11.3 Company Right to Cancel or Stop Payment for a Bill Payment Transaction - From the date Company enters a payment onto eBusiness Access through 4:00 P.M. on the Transaction Date, Company may contact our Treasury Management Support Department and have the transaction cancelled from the system. There is no fee for canceling a scheduled payment before payment has been sent. After 4:00 P.M. on the Transaction Date through up to the date the check is negotiated by Company's payee, Company may request that Bank initiate a bill payment recall request. A payment that has been sent may be recalled, but the Bank will not guarantee the ability to recall an item. Company may request a recall by telephoning the Treasury Management Support Department at 316-383-4344, or dial 800-201-7118 and ask for extension 344, or by writing to us at Emprise Bank, Treasury Management Support, P.O. Box 2970 Wichita, KS 67201-2970. A verbal request to recall payment will be effective for only 14 days unless confirmed by Company in writing. **BANK WILL NOT ACCEPT A BILL PAYMENT RECALL REQUEST THROUGH E-MAIL.** Bank must be given reasonable time to act upon this request. Since the item will be in transit following the scheduled payment date, the recall request will not become effective until the end of the business day following Company's request. Bank will not be liable if the item is paid prior to the end of the business day following Company's request. If a situation beyond our control such as equipment failure, fire, etc. prevents Bank from completing the recall request, Bank will not be liable for the failure to recall payment. If Bank asks Company to submit the request in writing and Company does not do so, Bank will not be liable for failure to recall the payment. It is important that Company knows the exact amount of the payment and informs Bank. This procedure for canceling payments applies only to bill payment transactions initiated in eBusiness Access. **It does not apply to ACH Debit Activities.**

- 11.4 Payment Guarantee - Bank will reimburse Company for any late payment fees or penalties Company is charged up to a maximum of \$50 per scheduled payment to a business payee that is not received by the Due Date as a result of the failure of a business payee to receive a payment made through eBusiness Access by the bill's Due Date (to the extent that the Bank has not refused the transaction if the Bank reasonably believed such refusal is necessary for security reasons or to avoid violation of applicable law) if Company meets each of the following conditions: Company must properly schedule the payment to be initiated on a date at least seven (7) business days prior to the bill's Due Date. (This means that Company must schedule the Transaction Date before 6:00 P.M. CST on a business day at least seven (7) business days prior to the bill's Due Date). Bank will not be liable for any late fees, interest charges, or other charges incurred by Company to Company's payee or any third party, if Company has not scheduled payment at least seven (7) business days prior to the bill's Due Date. For Recurring Payments, this means that Company must allow additional time for months in which weekends or holidays reduce the number of business days between the recurring Transaction Date and the bill's Due Date.

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Company must provide the Bank with the correct payee name, address, and account information, and with the correct payment amount. On the Transaction Date (the date Company has instructed Bank to deduct the funds from Company's account), Company's account must contain sufficient funds to complete the payment. The late payment fee or penalty, or the method of its calculation, must be assessed pursuant to a schedule published by the payee prior to the bill's Due Date. The payee must be a business payee.

### 12. General Matters.

- 12.1 This Agreement shall be governed by and interpreted under the laws of the state of Kansas.
- 12.2 Any required or permitted notice or other communication will be addressed to Company at the address provided to the Bank, or at such other address as Company may later designate in writing and which is received by Bank or such other current address for Company as reflected on Bank's books and records. The notice will be effective upon personal delivery; upon transmission via facsimile provided a copy is promptly delivered via prepaid U.S. Mail; and upon first attempted delivery if sent by certified mail, return receipt requested.
- 12.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, however, Company may not assign this Agreement or its rights hereunder without the prior written consent of Bank.
- 12.4 No provision or requirement of this Agreement shall be deemed waived by Bank except pursuant to a written agreement of waiver executed by an authorized officer of Bank. No waiver of any provision hereof or default hereunder shall be construed as a waiver of subsequent performance due hereunder by Company or a waiver of future compliance with the provisions of this Agreement.
- 12.5 Plural forms of any defined terms used herein shall be construed to have the same meaning as that set forth in this Agreement for the singular form of such term.
- 12.6 If any provision of this Agreement is held void or unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Agreement. If any limitations, conditions, monetary amounts, or time frames set forth herein are contrary to applicable law (and if applicable law does not allow the parties to vary the same by contract) the terms mandated by applicable law shall control, but only to such extent.
- 12.7 This Agreement, the Addenda hereto, if any, and the Worksheets constitute the complete and exclusive agreement between Bank and Company with respect to the subject matter hereof and supersede any prior agreements, proposals, or negotiations with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and an Account agreement, the terms of this Agreement shall govern.