

FirstB2B Agreement

Company Name:

Client Number:

(Federal Tax ID #)

1. The Service.

In consideration of the FirstB2B services (“Services”) to be provided by First National Bank and Trust Company (“BANK”), to the above named customer as described from time to time in information distributed by BANK to its customers. The Customer agrees as follows: This Agreement governs the relationship between BANK and Customer and applies to all agreements and accounts between BANK and Customer. Customer may log onto the Internet site at www.bankatfirstnational.com to obtain account balances and transaction information. Customer may also obtain statements and transfer money between accounts. Customer remains bound by all rules and regulations applicable to any account accessible by the Services as established and amended by BANK. Transfers from savings and Money Market accounts are considered pre-authorized transfers and are limited to six (6) per monthly statement cycle by federal regulations.

2. Delivery of Transfers.

Customer may schedule transfers to be initiated on the current business day, or on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Transfers must be initiated by the normal cut off time of 6 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

3. Recurring Transfers.

Recurring transfers are those made for the same amount and are made on the same date each month. Once started, recurring transfers will automatically continue until Customer tells BANK to stop or cancel the transfers and BANK has a reasonable opportunity to stop or cancel the transfers.

4. Inability to Complete Transactions.

Instances where transactions may not be completed may include, but are not limited to the following:

- a. There is not enough collected money in the account to make the transfer;
- b. The money in the account is subject to legal process or other encumbrances restricting transfer;
- c. The transfer would go over the credit limit on the overdraft line (if any);
- d. The system was not working properly when the transfer was started;
- e. Circumstances beyond BANK’S control (such as fire or flood or systems failure) prevent the transfer.

5. Statements.

All transfers made with the Service will appear on Customer’s account.

6. 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 posted to Customer’s Account, and BANK shall provide Customer notice of such debit(s) on the monthly statement.

7. Equipment.

Customer is solely responsible for the equipment (including the personal computer and software) Customer uses to access the Services. BANK is not responsible for errors or delays or Customer's inability to access the Services caused by Customer's equipment. BANK is not responsible for the cost of upgrading equipment to stay current with the Services nor is BANK responsible under any circumstances for any damage to Customer's equipment or data.

8. Business Days/Hours of Operation.

BANK'S business hours are 8:30 a.m. to 5:00 p.m. (CST), Monday through Friday, except holidays observed by BANK.

9. Alerts

Your enrollment in First National Bank and Trust's Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your First National Bank and Trust account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within First National Bank and Trust's Online Banking and Alerts menu within First National Bank and Trust's Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. First National Bank and Trust reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your First National Bank and Trust Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in First National Bank and Trust's Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 800-667-4401. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. First National Bank and Trust provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside First National Bank and Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First National Bank and Trust, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

10. Notice of Rights and Liabilities.

Security of transactions is important to BANK. Use of the Services requires a password. If Customer loses or forgets a password, please call (608) 363-8000 during normal business hours listed above. BANK may accept as authentic any instructions given through the use of Customer's password. Customer agrees to keep its password secret and to notify BANK immediately if a password is lost or stolen or if Customer believes someone else has discovered a password. Customer agrees that if it gives a password to someone else, that person is authorized to act on Customer's behalf, and BANK may accept any instructions given to make transfers or otherwise use the Services. The Services enables the Customer to change passwords. BANK recommends that Customer does so regularly. BANK reserves 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 BANK deems appropriate before making any transfer (which may include written verification by customer). BANK'S records will be final and conclusive as to all questions concerning whether or not a password was used in connection with a particular transaction. If any unauthorized use of a password occurs Customer agrees to (1) cooperate with BANK and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by BANK in recovering any unauthorized transfer of funds.

You must appoint a Senior Administrator. The Senior Administrator is our main contact with respect to the services and is responsible for managing all aspects of your use of the services, including but not limited to managing security, verifying the initial services set-up, setting up users and assigning user accounts and access privileges, training users, updating us with changes in contact and other relevant information, and requesting any desired changes to the services.

You understand that the Senior Administrator has the capability of providing administrative privileges

identical to that of the Senior Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. If the Senior Administrator grants these privileges to a user, that user will also be considered a Senior Administrator.

11. Error and Questions.

In case of errors or questions about transactions, telephone BANK at (608) 363-8000 during business hours or write to:

First National Bank and Trust Company
Customer Service Department
345 E. Grand Avenue

BANK must hear from Customer no later than sixty (60) days after BANK sent the First statement on which the problem or error appeared. The following information must be provided:

- a. Name and Account number.
- b. Description of the error or the transaction, and explanation why Customer believes it is an error or why more information is needed.
- c. The dollar amount of the suspected error.

If the error is communicated verbally BANK may require the complaint or question sent in writing within ten (10) business days following notification. BANK will determine whether an error occurred within ten (10) business days (twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within (30) days after the first deposit to the account was made) after BANK hears from Customer and will correct any error promptly. If BANK needs more time, however, BANK may take up to forty-five (45) days to investigate the complaint or question. If BANK decides to do this, BANK will credit the account within ten (10) business days (Twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within thirty (30) days after the first deposit to the account was made for the amount Customer thinks was in error, so that Customer will have use of the money during the time it takes BANK to complete the investigation. If BANK asks Customer to put the complaint in writing and it is not received within ten (10) business days, BANK may not credit the account. If BANK determines there was no error, BANK will reverse the previously credited amount, if any, and will send Customer written explanation within three (3) business days after the investigation by the BANK is finished. Customer may ask for copies of the documents used in the investigation.

12. Disclosure of Account Information to Third Parties.

BANK is authorized to disclose information to third parties about Customer's account or transactions:

- a. Where necessary for completing transactions or resolving errors.
- b. In order to verify the existence and condition of the account for a third party, such as a credit bureau or a merchant.
- c. In order to comply with government agency rules, court orders, or other applicable law.
- d. To BANK'S employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties to the extent allowed by law. BANK's service providers include non-affiliated companies providing fraud prevention services.
- e. If Customer has given permission.

13. Authorization to Obtain Information.

Customer agrees that BANK may obtain and review Customer's credit report from a credit bureau or similar entity.

14. Termination.

If Customer wants to terminate the Services, call BANK at (608) 363-8000. After receipt of Customer's call, BANK will send a written termination authorization for Customer's signature. In order to avoid imposition of the next monthly fee, BANK must receive Customer's written authorization to terminate three (3) days before the service charge is scheduled to be assessed. Recurring transfers will not necessarily be discontinued because Services have been terminated. BANK reserves the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that BANK is given a termination notice, BANK may (but is not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. BANK also reserves the right to temporarily suspend the Services in situations deemed appropriate by BANK, in its sole and absolute discretion, including when BANK believes a breach of system security has occurred or is being attempted. BANK may consider repeated incorrect attempts to enter a password as an indication of an

attempted security breach. Termination of the Services does not affect Customer's obligations under this Agreement with respect to occurrences before termination.

15. LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BANK IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, CAUSED BY THE SERVICES OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, OPERATION OR MAINTENANCE OF CUSTOMER'S PC EQUIPMENT. BANK SHALL NOT BE SUBJECT TO AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, AND ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.

16. Governing Law.

The laws of the state of Wisconsin shall govern this Agreement and all transactions hereunder.

17. Amendments.

The term of conditions of this Agreement can be changed by mailing or delivering to Customer a written notice at least thirty (30) days before the effective date of any such change. BANK does not need to provide Customer 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 the BANK'S system or of an account. However, even in these cases, if the change is to be made permanent, BANK will provide Customer with a notice of the change with the next regularly scheduled periodic statement, or within thirty (30) days unless disclosure would jeopardize the security of the BANK'S system or of an account. Notices mailed or delivered to the Customer under this paragraph will be considered effective if mailed to the most recent address BANK shows for Customer in either the Checking or Savings account records.

18. Indemnification.

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

19. Electronic Communications.

By checking this box and signing the document below, you hereby consent to this Notice and affirm that you are electing to receive electronic communications in lieu of paper communications.

Covered Communication - May include, but are not limited to, account statements, disclosures and communications we provide to you regarding our services such as: (i) terms and conditions, privacy statement or notices and any changes thereto; (ii) pre-payment disclosures, transaction receipts and confirmations; and (iii) customer service communications (such as claims of error communications) ("Communications").

Methods of Providing Communication - We may provide Communications to you by email or by making them accessible on the First National Bank and Trust Company's websites, mobile applications, or mobile websites (including via "hyperlinks" provided online and in e-mails). Communications will be provided online and viewable using browser software or PDF files.

How to Withdraw Your Consent - You may withdraw your consent to receive Communications under this Notice by writing to us at "First National Bank and Trust Company 345 East Grand Ave Beloit, WI 53511" or by contacting us via the "Contact Us" link at bankatfirstnational.com. Your withdrawal of consent will cancel your agreement to receive electronic Communications.

Requesting Paper Copies of Electronic Communications - You may request a paper copy of any Communications; we will mail you a copy via U.S. Mail. To request a paper copy, contact us by writing to "First National Bank and Trust Company 345 East Grand Ave Beloit, WI 53511" or by contacting us via the "Contact Us" link at bankatfirstnational.com. Please provide your current mailing address so we

can process this request. First National Bank and Trust Company may charge you a reasonable fee for this service.

20. Fee Schedule.

Basic Services Monthly Fee and other fees as disclosed when the account was established or as updated from time to time.

Customer has reviewed this Agreement and understands its terms and conditions, and agrees to be bound hereby.

Effective Date of this First B2B Agreement

CUSTOMER:

By:

Authorized Signer Name

Title

Customer Street Address

City, State Zip Code

Customer Tax Identification Number

BANK:

FIRST NATIONAL BANK AND TRUST COMPANY

By:

Name

Title