

BANK OF OLD MONROE

INTERNET BANKING SERVICES AGREEMENT

- Internet Services; Fees. The following Bank services will be available to you through the Internet: Transfer funds between any Bank deposit accounts, such as checking, savings or money market accounts; make loan payments to the Bank; receive and download balance and transaction information for accounts at the Bank; pay bills electronically from accounts at the Bank; and give stop payment orders for checks. You may be required to enter into other agreements in order to use any of these services. The Bank may, at any time, increase or delete any such services, provided that no services will be deleted unless you have been given at least 30 days prior written notice. You must provide your own access to the Internet through an Internet provider of your choice. You will be required to pay the standard fees for any transactions that you make through the Internet. The Bank may establish other fees by giving you at least 30 days prior written notice. You are responsible for all telephone charges you incur in connecting to the Internet and for any charges imposed by your Internet provider.
- Transfer of Funds. You may only transfer funds from one account to another account to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. The number of transfers that you may make may be limited by law or government regulation and the Bank may establish restrictions on transfers that may exceed those limits.
- Bill Paying. You may instruct us to pay bills from your accounts by designating the name and address of the payee and the amount and your account number with your payee of the bill. The amount of the payments, and any applicable fees, will be deducted from the account that you designated to be used to pay bills. It is solely your responsibility to submit your instructions to the Bank in sufficient time for the payment to be issued and received by the payee in a timely manner. Payments may be made either electronically or by paper checks at the sole discretion of the Bank. The Bank must receive your bill paying instructions at least three business days before the payment must be received by your payee. This time period begins when the Bank receives your instructions before 2:00 p.m. on a business day. You are solely responsible for giving the bank the accurate name of the payee of bills, and the address of the payee (including electronic address), and the amount of the bill to pay and your account number with your payee. The Bank will not be liable for any failure to make payments or late payments as a result of incorrect information, or any mail delays or delays caused by electronic payment systems. You must give the Bank at least two business days prior written notice if you want to cancel any automatic bill paying instructions. The Bank will only pay bills if you have sufficient unencumbered collected funds in the account from which the bills are to be paid; the Bank has no obligation to tell you if you do not have sufficient funds and the Bank will have no liability to you for failing to pay a bill if there are not sufficient funds in the account. There will be a one time online fee of \$35.00 per item for any item that is not paid due to lack of sufficient funds, plus a \$25.00 fee from my financial institution each time the item is presented to my account and not paid. The Bank reserves the right to refuse to make payments to any particular payee or any particular class of payees.
- Changes in Terms; Cancellation. The Bank may change terms of this Agreement at any time by giving you at least 30 days prior written notice of the change. If you use the Internet services after receipt of such notice, you will be deemed to have agreed to such change. Either you or the Bank may cancel this Agreement and terminate your use of the Internet banking services for any reason by giving the other 30 days prior written notice. Notwithstanding the foregoing, the Bank may terminate your rights under this Agreement at any time, and without prior notice or liability to you, if you have breached any of your obligations under this Agreement or any other agreement with the Bank, or if the Bank has reason to believe that you have attempted to access accounts or information at the Bank to which you do not have rights, or if the Bank believes that the use of the internet services may involve fraud or the violation of any laws or regulations. The Bank may also either terminate this Agreement, or suspend your rights under this Agreement or any other agreement that you have with the Bank, if the Bank has reason to believe that the use of the services may involve fraud, that you have breached this Agreement, or that you have violated any laws or regulations, or that any passwords or identification codes have been disclosed to an unauthorized person. The Bank will have no liability to you if the Bank terminates or suspends this Agreement.
- Security. You will be assigned security codes to be used when you use the Internet system to obtain Bank services or to make transactions. The Bank reserves the right to block access to the Internet banking services in order to maintain or restore security to if the Bank reasonably believes your access codes have been or may be obtained, or are being used or may be used, by an unauthorized persons. You are solely liable and responsible for all Internet transactions that are made using your identification codes or your computer, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority), or by any person who obtains your means of identification or access to your computer as a result of your act or negligence. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification is lost, stolen or otherwise is compromised, you must notify the Bank in writing immediately so that the Bank can take the

necessary steps to change your identification codes. You will defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any access by a person you have authorized, permitted or enabled to have access to the Bank and any records or accounts maintained at the Bank regardless of whether the records or accounts belong to you or to others.

6. Interruption in Service; Limit of the Bank's Liability. Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems which may affect or result from your use of the Internet banking services. Neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents, will be responsible for any indirect, special, incidental or consequential damages arising in any way out of the Agreement or your use of the Internet banking services. Any liability of the Bank for actual damages shall be limited to the fees that you have previously paid to the Bank for the use of the Internet banking services under this Agreement. The Bank will have no liability to you if you are not able to complete any transaction using the Internet as provided herein if: (1) you do not have enough money in your accounts to make the transfer; (2) the Bank's Internet or computer system is not working properly and you knew about this when you started your transaction; (3) the failure is the result of any act or omission of any Internet service provider or any software provided by any third party, or the other party to the transaction; (4) service is interrupted or blocked pursuant to security procedures; or (5) circumstances beyond the Bank's control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in interruption of the Internet banking services and the Bank will not have any liability to you as a result of any such interruptions. The Bank may contract with third parties to provide certain Internet services to you. The Bank will have no liability of any kind to you with respect to any acts or omissions of such parties, and your sole remedy shall be against such third party. If you experience any inability to access the Internet, you should call the Bank during normal business hours at the telephone number at the beginning of this Agreement.
7. Stop Payment Orders. If the Internet services include the ability to request stop payments on checks, or delays in payments of post dated checks, the Bank will not be required to act on such instructions until 4 hours after the notice is received by the Bank, or until 11:00 am on the next business day if the 4 hours would end after the normal business hours of the Bank. You should call the Bank if you wish your instructions to be acted on more quickly. There will be a fee of \$25.00 for any stop payment placed on an item.
8. Miscellaneous. If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provisions. Any litigation arising under this Agreement or the Internet services shall take place only in the state or federal courts having jurisdiction over the home office of the Bank and you agree to such jurisdiction. The Bank shall be entitled to recover its costs (including attorneys fees) from you for any claims arising under this Agreement or the Internet services. The term "business day" means Monday through Friday except for legal bank holidays. If there is more than one of you, the Bank may act on the instructions of any one of you.
9. Entire Agreement. This Agreement is the entire agreement between you and the Bank regarding your use of the Internet banking services, and it supersedes any prior discussions and agreements between you and the Bank regarding the Internet banking services, and supersedes any marketing or other similar material pertaining to the Internet banking services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions, and such other agreements or disclosures shall supercede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements and other agreements or disclosures that the Bank has delivered, or may hereafter deliver, to you with respect to your accounts or Bank products or transactions.
10. Notices. The Bank may give you written notices either by mailing them to your last known address, or by sending such notice to your over the Internet at your designated Internet address. You agree that if the Bank is required by any laws or regulations to give you written confirmation of the completion of any transaction, then the Bank may in its sole discretion give such confirmation to you electronically over the Internet. If there is more than one of you, the Bank will only be required to give notice to one of you. If you wish to give notices to the Bank you must send it in writing to either of the following addresses:
 - o Mail Address: PO Box 188, Old Monroe, MO 63369, ATTN: Computer Operations Internet Address: internetbank@bankofoldmonroe.com

ELECTRONIC BILL PAYMENT AUTHORIZATION

I AUTHORIZE my financial institution to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account

and that my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to my financial institution. My use of the Bill Paying Service signifies that I have read and accepted all terms and conditions of the Bill Paying Service.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account. I understand that there will be a one time online fee of \$35.00 per item for any item that is not paid due to lack of sufficient funds, plus a \$25.00 fee from my financial institution each time the item is presented to my account and is not paid. I also understand that there will be an online fee of \$35 for any item that I place a stop payment on.

FinanceWorks & Purchase Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on

our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own

risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

PURCHASE REWARDS OFFERS. If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.