



A Tradition of Trust

Business Online Banking Agreement

1. Introduction. This Business Online Banking Agreement (“Agreement”) governs your use of our Business Online Banking and related functions and services (collectively, the “Service”). This Agreement, and any additional manuals, schedules, instructions and authorization forms provided in connection therewith, sets forth the terms and conditions for the Service. Those accounts (each an “Account”) that you access through the Service will also remain subject to our Account Agreement, which was provided to you at deposit account-opening. Additionally, any loan or line of credit that you access by the Service will remain subject to the loan documents between you and us.

2. Requirements for Enrolling in the Service. In order to enroll in the Service:

- You must have an account with Farmers State Bank.
- Your account with us must be in good standing.
- You must have a computer and Internet browser that will support at least 128-bit encryption. Our Service supports the most popular current browsers.
- You will need online access through an Internet Service Provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external e-mail address for the delivery of electronic notices and disclosures.

If we revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

3. Registration Process. The Service requires completion of an initial registration process. This involves completing an application that will provide all the information that we will need to enable the Service. You must also submit an executed copy of this Agreement. We will verify your identity and ownership of the Account(s) that you request to be linked to the Service and the information you submitted for accuracy and authorization. You will be notified when your Account will be activated.

4. Business Online Features. Our Business Online Banking Service consists of an online banking web site that provides a complete array of financial services to its business customers. This allows you to access your data with up to 12 months of full statements and complete transaction detail.

As discussed further below, the Business Online Banking Service that is accessible by our business customers over the Internet currently offers:

- | | |
|--|---|
| <input type="checkbox"/> Account Inquiries, Balances | <input type="checkbox"/> Detailed Transaction History |
| <input type="checkbox"/> Account Transfers | <input type="checkbox"/> DDA or Savings Statements |
| <input type="checkbox"/> Transaction Downloads | <input type="checkbox"/> Alerts |

Additional business services that are subject to separate agreements or supplements include:

- ACH Origination
- Wire Transfer Requests

4. Authorized Users. You must designate those persons authorized to execute a function through Business Online Banking (each an “Authorized User”). This Agreement acts as your authorization to allow the Authorized Users to access and process transactions, which may directly affect your Accounts. You are solely responsible for the timeliness, accuracy and completeness of any information entered by Authorized Users in connection with the Service. Authorized User designations will remain in effect until your Authorized Signer removes them.

5. Online Security and Privacy Information.

a. Privacy

Farmers State Bank understands how important privacy is to our customers. We have taken steps to insure the security and privacy for your personal and financial dealings with us. The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

b. Encryption

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Business Online. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock on the screen from “open” to “locked”. What this means to you is that your communications are

scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

c. Certificate Authority

The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired. If so, you will need to update your browser. By clicking on the lock within the Service, you can view the certificate to ensure that it is valid.

d. Cookies

During your use of the Service, our Business Online Banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a username and password for each individual transaction. Authorized Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Online banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your Account.

An encrypted non-expiring Cookie is also used within our Business Online Banking Service for the identification of Farmers State Bank.

e. Multi-level Authentication

We use multi-level authentication and behavior analysis to help prevent unauthorized access to your Accounts. Multi-level authentication can help prevent access by someone who may have stolen your login credentials. The Service will allow you to establish individual usernames, passwords, and privileges for each Authorized User. Transaction history is maintained for each username. You will be solely responsible for designating Authorized Users, assigning privileges, and disclosing their identity to Farmers State Bank and all changes thereof in writing.

You authorize Farmers State Bank and its Service Providers to act upon, and agree to be bound by, any transaction, whether or not authorized, that is initiated with a username and password of Authorized User(s). Furthermore, any instructions, directions, or other information provided by you, or any of your Authorized Users, will be deemed to have been authorized by you.

You assume any and all liability arising from the use or misuse of the Service or Accounts by your Authorized Users. You agree to indemnify and hold harmless Farmers State Bank and its Service Providers from any liability and/or damages resulting from acting upon any direction, instruction, or information that is initiated with a username and password of an Authorized User.

f. Protecting Passwords

You will: (i) require all Authorized Users to keep passwords secure and strictly confidential and (ii) immediately notify us and select a new password if any of your Authorized Users believe your password(s) may have become known to an unauthorized person or compromised in any other manner. You understand that we may disable passwords of Authorized Users, even without receiving such notice from you, if we suspect passwords are being used in an unauthorized or fraudulent manner.

Farmers State Bank WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR BUSINESS ONLINE BANKING CREDENTIALS THAT OCCUR BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE NOT HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your access even without receiving such notice from you, if we suspect your credentials are being used in an unauthorized or fraudulent manner.

No Farmers State Bank employee, nor any company affiliated with Business Online Banking, will contact you via e-mail or phone requesting your username or password. If you are contacted by anyone requesting this information, please contact us immediately.

g. Protecting Your Computer

You are solely responsible for the implementation of all commercially reasonable security procedures to control access to your computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical, and network security control systems and devices. We are not responsible for any electronic virus or spyware that you may encounter. We encourage our customers to routinely scan their PC and diskettes (including CD's DVD's or other media) using a reliable virus detection and anti-spyware product(s) to detect and remove any viruses or malicious software. Undetected or unrepaired viruses and mal-ware may transmit sensitive data, corrupt, and/or destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Farmers State Bank and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning your selection of security systems or devices for the protection of any data files or computers used to access the Service or over your development or implementation of security procedures or your failure to maintain said procedures. If your computer system is accessed by any unauthorized person and such person conducts a transaction using the Service, it is at your sole risk and you are solely responsible and liable for any damages to you or us.

h. Commercially Reasonable Security Procedures and Security Breach Notice

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. In the event of a data security breach, you agree to cooperate with us in connection with our incident response investigation in a timely manner and to provide any information requested by us within two (2) business days of the request. You will permit us or our authorized representatives access to your computer systems in connection with such investigation. You agree that you will indemnify and hold us harmless from and against any third-party claim arising in connection with a data security breach, except to the extent the breach is caused by our negligence or the negligence of our processor.

You further agree to notify Farmers State Bank in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify us, you acknowledge and agree that the security

aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

i. Tokens

We require the use of Tokens for multi-factor authentication in connection with certain transactions, including wire transfers and ACH origination. This second factor is a one-time access code generated by your Token. The generated code can only be used once to provide a Business Online Banking authentication. A different code will be generated by the Token each time it is used.

Farmers State Bank grants you and your Authorized Users non-exclusive, non-transferable rights to the Tokens. Title to and rights in the Tokens reside in Farmers State Bank and, except for specific rights granted to you by license, neither you nor any of your Authorized Users will acquire any rights whatsoever in the Tokens. We will make all reasonable efforts to ensure that Tokens will perform as necessary to permit your access to the Service. FARMERS STATE BANK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION. You must notify Farmers State Bank immediately if any Token fails to function, and your sole remedy in that event will be our replacement of the Token.

We will issue a designated number of Tokens to you to assign to Authorized Users. You and your Authorized Users are responsible for the security of the Tokens issued by us. You are responsible for tracking Tokens issued to Authorized Users. You must assure that your Authorized Users ensure that the Tokens cannot be accessed, copied, reverse engineered or otherwise tampered with. In particular, you must confirm that the Tokens are kept safe and secure, in your possession and or the possession of your Authorized Users at all times and that Authorized Users do not share Tokens. Further, you and your Authorized Users must not use the Tokens other than for the purpose of identifying yourselves to us in relation to the Service, and you may not transmit or otherwise send the Tokens to any other party.

If you suspect any impropriety on the part of any Authorized User in connection with use of a Token or if an Authorized User with a Token is leaving your employment, you must take immediate steps to ensure that the Authorized User is prevented from further access to the Service, including recovery and destruction or reassignment of the Token issued to the relevant Authorized User in such manner as designated by Farmers State Bank.

We will not be liable to you or to third parties for any loss whatsoever arising from unauthorized use of Tokens.

6. Service Functions.

a. Balance Inquiries and Transfer Limitations

You may use Business Online Banking to check the balance of your Accounts and to transfer funds among your Accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers or bill payments from your Money Market Deposit Account or Savings Account during a given monthly statement period. There are no limits to the number of transfers or bill payments from your Checking Accounts.

Balances shown in your Accounts may include deposits that are subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. Transfers will be processed within one business day of the completed transfer request if the request is made by 5:00 pm Central Time. If you have further questions, contact our Business Online Banking Service Support.

The balances are updated periodically, and the Service will display the most current "as of" date on the "Accounts" summary page. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction to base our approval.

b. Alerts

You may add alerts to your Account under the "Add Alerts" tab on the menu. You may select alerts that will notify you, for instance, when you reach a minimum or maximum balance, when a transaction is complete or failed, when a check is processed or when your certificate of deposit mature.

c. Special Information about the Stop Payment, Address Change, Order Documents, Secure E-Mail

The Business Online Banking Service includes several options under the "Account Service" menu that provide a means to securely forward your request to us for processing. Generally, requests received through the Business Online Banking Service will be processed within one business day using the same procedures for similar requests received by mail or fax. If urgent action is required, we recommend that you contact us directly by telephone or in person.

Additional terms of acceptance or disclosures may apply on the stop payment service and these terms will be disclosed at the time you complete the request. The stop payment feature is designed to submit a request to stop payment on checks you have written or electronic drafts that are deducted from your Account.

There may be additional fees associated with some of these services. (Please refer to the Fee Schedule provided to you separately).

d. Wire Transfers

The "Wire Transfers" feature allows your Authorized User to utilize the Service to transmit the data necessary to affect a wire transfer from an Account to which that Authorized User has access. Wire transfers are subject to our Wire Manager Online Wire Transfer Supplement.

e. Automated Clearing House (ACH) Origination

The “ACH” feature allows your Authorized User to use the Service to transmit ACH batches to Farmers State Bank for submission to the ACH system. You will be solely responsible for the accuracy and completeness of any ACH data transmitted to us via the Service. ACH originations are subject to our ACH Agreement.

7. Standard of Care and Limitation of Liability. Farmers State Bank and our Service Providers will be deemed to have exercised all due care and to have acted in good faith if we act in accordance with the terms of this Agreement. Farmers State Bank and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of your employees, officers, agents or Authorized Users;
- Resulting from any receiving financial institution’s failure to accept any payment or funds transfer request.

If the Service causes an incorrect amount of funds to be removed from any of your Account(s), or causes funds from your Account to be directed to a person that does not comply with your payment instructions, Farmers State Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your designated Account(s), and for directing to the proper person any previously misdirected transactions, and, if applicable, for any late payment related charges no greater than \$50.

If Farmers State Bank and/or our Service Providers fail or delay in making a payment or transfer pursuant to your instruction, or if we make a payment or transfer in an erroneous amount which is less than the amount contained in your instruction, (unless otherwise required by law) our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment or transfer was to be made until the date it was actually made or the instruction was cancelled by you. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount contained in your payment instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, (unless otherwise required by law) our liability will be limited to refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank of Chicago for each day interest is due, computed on the basis of a three hundred sixty (360) day year.

No third party will have rights or claims against us or our Service Providers under this Agreement.

8. Warranty Disclaimer. You acknowledge that the Service is provided on an “as is” and “as available” basis. Farmers State Bank is not responsible for any errors or omissions in or to any information resulting from your use of the Service. We make no and expressly disclaim all warranties, express or implied, regarding the Service including the warranty of title and the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, we disclaim any warranties regarding the operation, performance or functionality of the Service (including, without limitation, that the Service will operate without interruption or be error free). You further acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. You hereby assume all risks relating to the foregoing.

9. Business Purpose and Authorizations

a. YOU EXPRESSLY REPRESENT AND WARRANT TO US THAT NONE OF THE ACCOUNTS THAT ARE OR WILL BE SUBJECT TO A SERVICE PURSUANT TO THIS MASTER AGREEMENT AND ANY APPLICABLE SERVICE TERMS HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You understand and agree that your transactions in the Accounts are not governed by Regulation E of the Consumer Financial Protection Bureau or any other consumer financial protection law or regulation.

b. You agree to provide us with copies of your organizational documents. If your business is a corporation, limited liability company, or other entity, you represent and warrant to us that (i) the execution and delivery of this Agreement has been duly authorized by resolutions heretofore adopted by your Board of Directors and/or by action of your shareholders, members or owners in accordance with law and your by-laws; (ii) such resolutions have not been amended nor rescinded, and are in full force and effect; and (iii) the officers executing and delivering this Agreement for and on your behalf are duly authorized so to act. If your business is a partnership, limited partnership, trust, or similar entity, each person and/or entity signing this Agreement on your behalf represents and warrants to us that each such person or entity is duly authorized to execute and deliver this Agreement for and on your behalf and the execution and delivery fully complies with the organic documents. We are expressly relying upon these representations and warranties in providing the Service.

c. You agree to supply us any information that we may reasonably request including, but not limited to, supplemental instructions and further evidence of an Authorized Users’ authority to transfer funds or to do any other act contemplated under this Agreement.

10. Electronic Instructions and Digital Signatures.

a. By utilizing the Service available under this Agreement, you will be entitled to authorize various transactions electronically that otherwise would require written authorization. In addition, you may have Accounts that require multiple signers to execute transactions. Notwithstanding, you agree that we are authorized to complete each transaction initiated electronically by means of the Internet, by observing the security procedures established for the Service.

b. You may elect to send or receive instructions or reports from us related to Service via electronic transmission. You acknowledge that such electronic transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. We may rely in good faith on your instructions regarding how and to what number or e-mail address electronic transmissions should be sent and may rely on any electronic transmission that we reasonably believe to have been initiated by you. Should you elect to send or receive electronic transmissions to or from us, you assume all risks, and we will not be liable for any loss, that results from the nonreceipt, disclosure or alteration of any such electronic transmission.

c. You should not send an e-mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request a service or function provided through the Business Online Banking System. Do not send Account information

or transaction information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your Account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. We will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails.

d. We may provide you the option of entering into this Agreement and/or any Service Documents electronically or with a digital signature. You hereby agree that your use of such digital signature will represent the written signature(s) of your Authorized Signer(s) and will bind you to the terms and conditions of the applicable agreement or form.

e. In addition, in order for us to service the Account, mitigate fraud or to collect any amounts owed to us, we or our Service Provider may from time to time make calls and/or send text messages to you at any telephone number(s) associated with the Account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

11. Errors and Questions. In cases of errors or questions concerning transactions completed with Business Online Banking, contact us as soon as possible:

FARMERS STATE BANK
Address: 108 EAST ADAMS
City, State, Zip: PITTSFIELD, IL 62363
Attention: Business Online Banking Department
Telephone: (217)285-5616

12. Recordings and Records.

- a.** You acknowledge and agree that we, and anyone acting on our behalf, may monitor and/or record any communications between you, or your Authorized User, and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you or your Authorized User. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic messages, text messages, instant or live chat, or any other communications in any form.
- b.** Either you or we may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with any Service. All records maintained by us for Service contemplated by this Agreement will be and remain our property. We may, at our discretion, make available to you such records upon request. Any expense incurred by us in making such records available to you will be paid by you.
- c.** You acknowledge that we may have certain legal record keeping and reporting requirements with respect to Service and consent to our disclosure to governmental authorities of information concerning you and Service provided to you, which we believe to be appropriate or necessary to fulfill such legal requirements.

13. Fees for the Business Online Banking Service. For a complete list of fees, please refer to our Fee Schedule. Fees are subject to change at any time.

14. Cancellation/Termination of Business Online Banking. The Service may be canceled at any time by us in whole or part without prior notice due to insufficient funds in one of your Accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, the Service may be reinstated once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to reinstate the Service, you must call Business Online Banking Service Support at (217)285-5616.

You may terminate the use of the Service by contacting us in writing by mail or personal delivery to Farmers State Bank, 108 East Adams Street, Pittsfield, IL 62363 or by e-mail using the "contact us" option. If your Account is closed or restricted for any reason, Business Online accessibility will automatically terminate. If you contact us by e-mail, do not include any sensitive information.

15. Ownership of Material. Copyright in the pages, the screens displaying the pages, and the information and material therein and in their arrangement, is owned by Farmers State Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

16. Miscellaneous.

a. Entire Agreement

This Agreement, including any attachments hereto, together with the Account Agreement, is the complete and exclusive statement of the agreement between us with respect to the subject matter hereof and supersedes any prior agreement(s) between us with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which we are subject to, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment.

b. Severability

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

c. Waiver

We may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modification of the terms of this Agreement.

d. Binding Agreement; Benefit

This Agreement shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against either of us hereunder.

e. Non-Assignment

You may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent.

f. Governing Law

The laws of the State of Illinois govern this Agreement.

Business Signature

Printed Name

Date

Farmers State Bank

Printed Name

Date
