

Business Online Banking Commercial Online Banking Agreement

Company Name: _____ Tax ID: _____

INTERNET BANKING ACCESS AGREEMENT & ENROLLMENT FORM

Please read the disclosure and print a copy and return to the bank with an authorized signature and print a copy for your records.

ACCESS REQUEST

By accepting the terms of this agreement, the Internet Banking Customer ("CUSTOMER") hereby requests that Equity Bank permit Customer's access to the accounts which Customer owns and maintains with Bank, via Bank's Internet Banking Web Site, to wit: www.equitybank.com ("WEB SITE").

AGREEMENT

This Agreement, which includes the Fee Schedule and Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at BANK through the Internet Banking System ("SYSTEM"). By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Kansas (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and BANK's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Client Setup/Employee Setup Form and Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

DEFINITIONS

As used in this Agreement, the words "we", "our", "us" and "BANK" mean Equity Bank. "You" and "your" and "CUSTOMER" and "COMPANY" refer to the accountholder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your BANK accounts using SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday, not including holidays.

ACCESS

To use SYSTEM, you must have at least one account at BANK, access to Internet service, and an e-mail address. Access to your accounts through SYSTEM will be based upon the USER ID and authority levels granted by your "SUPERVISOR". We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the accountholder or that the USER has the authority to initiate the transaction.

USER ID'S AND PASSWORDS

The BANK will establish one USER ID on the system for the COMPANY to be the "Senior Administrator". This USER ID has the responsibility and authority to notify the BANK of the security level of any additional USERS the COMPANY may request. It is understood that the Bank will not be held liable for the security or account access granted to any USER by the COMPANY for security purposes. Each USER is required to change their Password upon their initial login to SYSTEM. You acknowledge and agree that Bank, in granting your request, shall issue to you an Initial Password to facilitate your exclusive access to the WEB SITE as requested herein and said Initial Password shall be kept absolutely confidential by you to ensure the WEB SITE access security to your accounts. Further, you agree to change the Initial Password to a Password of your sole selection and choosing upon your initial access to the WEB SITE, with such initial access by you to occur within 72 hours of your receipt of the Initial Password by U.S. Mail. You determine what password you will use and the identity of your password is not communicated to us. Neither Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be suspended until a new password is obtained. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. If COMPANY has chosen additional Cash Management Services, BANK will provide Access Security Tokens to the Senior Administrator for distribution to all company USERS. Tokens are to be kept secure and are not to be shared.

SECURITY

You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, User IDs and passwords. You understand that you control, and are solely responsible for, the access and authorities granted on the system to your employees. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others. You agree to hold the BANK harmless and release BANK from any and all liability for any activity transacted through the SYSTEM due to unauthorized entry to your accounts either through malicious software loaded on a your computer and/or wired or wireless networks or by inadequately protecting Customer user ID(s) and/or password(s). To prevent unauthorized entry to accounts you and any person or persons authorized by and/or granted access by you agree to install, monitor and maintain adequate security measures and/or software programs on any and all computers and/or wired or wireless networks, used to access the SYSTEM.

CUSTOMER agrees to implement Schedule A "Security Practices" attached and understands the importance of protecting your accounts.

FEES AND CHARGES

You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM. The BASIC COMMERCIAL SERVICE is offered at no additional charge. The BASIC COMMERCIAL SERVICE includes unlimited account inquiry, activity history, transfers between accounts you own and statement access. Additional services, including ACH and WIRE TRANSFER REQUESTS require additional agreements.

ACCOUNT BALANCES AND POSTING OF TRANSFERS

Transfers initiated through SYSTEM before 6:30PM. on a business day are posted to your account the same day. Transfers completed after 6:30PM on a business day, or anytime on a Saturday, Sunday or banking holiday, will be posted the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

OVERDRAFTS (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account. Customer shall pay overdrafts which occur from herein contemplated events, if any, upon demand.

LIMITS ON AMOUNTS AND FREQUENCY OF SYSTEM TRANSACTION

The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If an uncollected funds hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

PERIODIC STATEMENTS

You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic statements for your BANK accounts.

CHANGE IN TERMS

We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM WEB SITE or forward it to you by e-mail or by postal mail.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no express warranty of any kind, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

YOUR RIGHT TO TERMINATE

You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax. Your access to SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

OUR RIGHT TO TERMINATE

You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

COMMUNICATION BETWEEN BANK AND YOU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail: You can contact us through the secure email system within the SYSTEM. You can also contact us by Internet e-mail at Online@equitybank.com (Please note that banking transactions through SYSTEM are not made via e-mail.)

Telephone: You can contact us by telephone at 888-733-5041

Postal Mail: You can write to us at: Equity Bank, Attn: Deposit Operations, P.O. Box 730, Andover, KS 67002

In Person: You may visit us in person at any of our branch locations

CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM WEB SITE or by e-mail. You agree to notify us immediately of any change in your e-mail address.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of laws provisions.

Company Name

Signature of Company Principal

Date

Printed Name

Schedule A

Security Practices

Watch for Suspicious Activity

- Review online banking reports and audit reports on a daily basis. Verify that ACH, Wire Transfer, and other transactions are valid.
- Things to watch for/call the bank if you see the following:
 - Suspicious transactions posting to your account
 - Activity on Reports that is out of the ordinary
 - If you suspect that someone is trying to gain access to your online banking information, notify an Equity Bank customer service representative. They can be reached from 8 a.m. to 5 p.m. at 316-612-6000 or toll free at 888-733-5041.
 - If an urgent situation arises, you can lock-out your User ID by intentionally entering an incorrect password 3 times. This will lock the User ID and require the Company Admin to unlock it, or the Bank if you are locking the Admin ID.

Computers

- Have dedicated PC(s) for accessing bank sites.
- Use one computer for transaction entry and approve transactions on another.
- We strongly encourage you to limit, or better yet, eliminate Web-surfing activity on those PC's that are used for commercial online banking.
- Establish an internet policy for your company
- Schedule daily scans of your computer to check for viruses.
- Make sure your Antivirus software, Operating System, Firewall, and Internet browser are operating properly and are up to date.
- Install the latest security updates and patches on your computer. If possible, turn on Window Automatic Updates and schedule automatic installation of critical updates.

Passwords

- Keep your passwords secure. User passwords should never be shared with anyone. Please know that Equity Bank will never call and ask for a user password or a single-use password from an Access Security Token.
- Use different passwords for different Websites.
- Never write passwords down on paper or store them in an unencrypted computer file.
- Change passwords regularly.
- Use strong passwords which includes a combination of upper and lower case letters, numbers and special characters.
- Passwords should not contain your user name, real name, or company name.

E-Mail

- Never send sensitive information such as account numbers via unsecure emails.
- Treat all unsolicited emails with caution and never click on the links from such emails to visit unknown Websites. When in doubt, delete the email without opening it.
- Do not click on links in emails to reach Equity Banks Online Banking Website, even if the emails appear to be from Equity Bank.

Customer Responsibilities

- Do not use the Admin login credentials (or users with equivalent permissions) for everyday use.
- Ideally, users with administrative rights should only be used when making changes such as setting up new users, resetting a user, etc. You should limit the number of users with administrative rights to as few as possible.
- Ensure that ACH, Wire, and Bill Payment Transfer limits are set at appropriate levels for actual activity.
- Users should be given on the permissions they need to complete their jobs.
- If you have multiple users performing online banking functions, make sure they are properly trained and understand the importance of keeping your company's banking activity secure.

Access Security Tokens

- Token authentication is required at login for all Cash Management Customers with Bill Payment, ACH and Wire Transfer access.

Security

- Make sure the Website you are visiting is secure.
- If the Website you are visiting is on a secure server, then it should start with "https://...", rather than the usual "http://..."
- Look for a padlock icon on the browser's status bar.
- Please note that the fact the Website is using encryption does not mean that the Website is legitimate. It only tells you that the data sent is being encrypted.