



Treasury Service Agreement

Effective November 1, 2021

TABLE OF CONTENTS

INTRODUCTION	3
PART 1 – GENERAL TERMS	3
1. Great Southern Bank Services.....	3
2. Fees, Costs and Expenses.....	4
3. Payment of Fees.....	4
4. Customer’s Records and Media	4
5. Customer’s Failure to Furnish Satisfactory Records or Media.....	5
6. Bank’s Reliance	5
7. Security Procedures	5
8. Customer’s Agents	7
9. Access Credentials	7
10. Authorized Representatives.....	8
11. Provision of Services/Standard of Care	9
12. Confidentiality and Data Security	9
13. Cutoff Times; Timeliness of Action; Funds Availability	10
14. No Extension of Credit	10
15. Governing Agreements	10
16. Compliance with Law	11
17. Customer’s Records and Customer’s Review of Account Information.....	11
18. Authority of Bank.....	11
19. Customer’s Responsibilities for Providing Access to the Services.....	11
20. Confidentiality.....	13
21. Limitation of Liability	13
22. Indemnity/Attorney Fees.....	14
23. Disclaimer of Warranties	15
24. Waiver	16
25. Cancellation	16



26.	Termination.....	16
27.	Notices	17
28.	Customer’s Representations and Warranties.....	17
29.	Non-Performance	18
30.	Facsimile Signature	19
31.	Miscellaneous	19
PART 2 – SERVICE TERMS.....		20
A.	ACH SERVICE TERMS	20
B.	BILL PAYMENT SERVICE TERMS	31
C.	CASH MANAGEMENT SERVICE TERMS	34
D.	FUNDS TRANSFER TERMS	38
E.	RETAIL LOCKBOX SERVICE TERMS.....	39
F.	MOBILE BANKING APP TERMS.....	41
G.	MOBILE CHECK DEPOSIT TERMS.....	42
H.	POSITIVE PAY SERVICE TERMS	45
	Check Positive Pay Service Terms.....	46
	ACH Positive Pay Service Terms.....	47
	Reconciliation Service Terms	48
	BAI & Custom Reports Terms.....	49
I.	REMOTE DEPOSIT SERVICE TERMS	49
J.	REPURCHASE AGREEMENT SERVICE TERMS.....	56
K.	RETURNED ITEMS HANDLING SERVICE TERMS.....	62
M.	STOP PAYMENT REQUEST SERVICE TERMS	63
N.	SWEEP SERVICE TERMS.....	64
O.	WIRE TRANSFER SERVICE TERMS.....	66
PART 3 – DEFINITION SCHEDULE		69
PART 4 – SECURITY PROCEDURES SCHEDULE		76



INTRODUCTION

This Treasury Service Agreement governs the Treasury Services offered by Great Southern Bank ("Bank", "we", "our" or "us") and is comprised of four parts. Part 1 sets forth terms (the "General Terms") that apply to all Treasury Services. Part 2 sets forth additional terms (the "Service Terms") that apply to individual Treasury Services. Part 3 is the Definitions Schedule and sets forth definitions of certain terms that are used in this Treasury Services Agreement and the other documents comprising the Agreement (as that term is defined in the Part 3 of this Treasury Services Agreement). Part 4 is the Security Procedures Schedule and sets forth certain security procedures that will be used in connection with access to and use of the Treasury Services. By using any of our Treasury Services, you accept all the terms of the documents comprising the Agreement; please read them carefully. Capitalized terms used but not otherwise defined in the Agreement have the definitions set forth in Part 3 of this Treasury Services Agreement.

The terms and conditions of the deposit agreements and disclosures for each of your Accounts as well as other agreements with us (such as loan agreements), continue to apply except where noted in the Agreement. If there is any conflict between the Agreement and another agreement you have with us for a Treasury Service, the Agreement controls.

PART 1 – GENERAL TERMS

1. Great Southern Bank Services: You may request Services from time to time. We reserve the right to approve or reject any request for Services and impose conditions on the receipt of any Service consistent with our regular banking practices. We may add or cease to offer Services in our discretion from time to time. Upon our receipt of your request to use one or more Services, we will collect certain information from you on a TSRF and on a Treasury Service Data Supplement Form. We will send you the completed TSRF and the completed Treasury Service Data Supplement Form. The Agreement shall be effective (and you are bound by the terms of the Agreement with respect to your use of the requested Services) when you have executed and delivered the applicable TSRF to us and we have accepted it and granted access to the requested Services to you, which acceptance and granting of access shall be in our sole discretion. We will also send you a Treasury Service Data Supplement Form when you ask us to make a change to your setup for one or more Services you are already using. You must promptly review each Treasury Service Data Supplement Form we send you (whether sent along with a TSRF in connection with your request to use a Service or sent in response to your request for us to make a change to your setup for one or more Services you are already using). A Treasury Service Data Supplement Form will be deemed correct (and you will be bound by all of the options selected and other information included in that Treasury Service Data Supplement Form) unless you notify us of any errors or discrepancies in that Treasury Service Data Supplement Form promptly after we send it to you. Each Treasury Service Data Supplement Form we send you completely replaces all of your prior Treasury Service Data Supplement Forms.



2. Fees, Costs and Expenses: You shall pay Fees in accordance with our standard schedule of Fees in effect from time to time or as otherwise disclosed to you. You acknowledge that you have been provided with the current schedule of Fees, and that the current schedule of Fees is available from us at any time upon request either by phone at 1-800-749-7113, ext. 7020, by e-mail at TreasuryOperations@greatsouthernbank.com, or on our website www.GreatSouthernBank.com. We may modify the Fees at our discretion by following the procedures for amending the Agreement set forth in these General Terms. Use of the respective Service after that modification becomes effective constitutes your consent to the change in Fees. No Fees will be refunded or prorated if a Service is terminated prior to the end of the applicable billing period. In addition to the Fees, you shall pay us for (i) all reasonable attorneys' fees and other costs and expenses we may incur in collecting amounts you owe in connection with the Services; (ii) the amount of taxes levied or based on the Fees, if any, including without limitation, federal, state or local privilege, excise or sales taxes (other than our income taxes); and (iii) third party expenses incurred on your behalf for a particular Service. You also agree to pay our normal and customary checking account fees for the Services performed under the Agreement.
3. Payment of Fees: Fees are payable monthly and we are authorized to charge the Fees on the due dates to any Deposit Account. You may request us to charge Fees to a specific Deposit Account, but if insufficient funds are available in the designated Deposit Account, we may charge any Deposit Account. In our discretion, we may permit you to pay Fees upon receipt of a monthly invoice. Alternatively, at our discretion, Fees may be payable through the maintenance by the Customer of compensating collected balances in specified account(s). The compensating collected balance requirement will be measured by profitability analysis of your specified account(s). If the Service Account or the Designated Account for billing is on Enhanced Account Analysis, the fees may be included in the monthly Analysis statement. If the Service Account is not on Enhanced Account Analysis, or if the fee is not eligible to bill through Enhanced Account Analysis, the fees may be a direct charge deducted from the account as Services are used or on a monthly basis. We are authorized to charge applicable Fees to the Designated Account as incurred without notice to you. We may collect without prior notice any amounts you owe to us under the Agreement by debiting your Designated Account(s), or any other account you have with us.
4. Customer's Records and Media: You will provide to us all records and data processing media necessary to perform requested Services. The records will be legible, correct, complete, and in the format specified in the applicable Service Terms or as otherwise required by us. Any checks will be MICR encoded according to our specifications. Within sixty (60) days of termination of the Agreement, you will instruct us in writing as to whether we should return or destroy any data processing media furnished by you (except to the extent we are required to maintain such information pursuant to Applicable Law), and any records produced as a result of the expiring Services. If you do not instruct us within sixty (60) days, we may destroy, retain or return any such material, and shall have no responsibility to you for such material. All specifications, tapes, or other media programs and procedures utilized or developed by us in connection with the



performance of Services, will be and remain our property and upon our request, you shall promptly return such items in good repair, subject only to normal wear and tear.

5. Customer's Failure to Furnish Satisfactory Records or Media: Our performance is based on us receiving timely, accurate and complete data for each Service, in the agreed upon form, which can be used on our internal systems or equipment. If any of these requirements are not met by you, we shall (i) no longer be bound to the normal delivery schedule, (ii) be empowered to charge you for converting nonstandard data into standard form or complete missing data, and (iii) be authorized to deliver as complete and finished whatever portion of Services can be performed with the data available.

6. Bank's Reliance. WE MAY RELY ON ANY RESOLUTION, AUTHORIZATION, COMMUNICATION, INSTRUMENT, DOCUMENT OR INSTRUCTION WE BELIEVE IN GOOD FAITH TO BE GENUINE AND CORRECT AND TO HAVE BEEN GIVEN, SIGNED AND/OR SENT BY YOU OR ON YOUR BEHALF, INCLUDING SUCH ITEMS SENT BY ANY AUTHORIZED REPRESENTATIVE. WE WILL NOT BE LIABLE TO YOU FOR THE CONSEQUENCES OF ANY SUCH RELIANCE. THIS PROVISION DOES NOT SUPERSEDE ANY SECURITY PROCEDURES APPLICABLE TO A SERVICE THAT REQUIRE INSTRUCTIONS TO BE GIVEN OR CONFIRMED IN A PARTICULAR MANNER. WE SHALL HAVE NO OBLIGATION TO REVIEW ANY DATA OR TO CORRECT ANY ERROR IN ANY DATA PROVIDED TO YOU THROUGH ANY SERVICE OR ANY DATA OR INSTRUCTION PROVIDED BY YOU TO US.

7. Security Procedures. Certain Services require you follow a Security Procedure in order to use such Service and you shall comply with all mandated Security Procedures, including any internal controls, as required by us from time to time. This section describes the Security Procedures applicable to certain Services under the Agreement.
 - a. You acknowledge that you have received and reviewed our Security Procedures Schedule forth in Part 4 of this Treasury Service Agreement. By using the mandatory and optional Security Procedures we offer to you from time to time, or by declining to use any Security Procedure we offer, you acknowledge and agree that we have offered you commercially reasonable Security Procedures which are suitable for your use.

 - b. If you request that your Instructions be confirmed by a Security Procedure that is different from a Security Procedure we routinely offer to our other customers, and we agree to your request, you acknowledge and agree (i) you have been offered a commercially reasonable Security Procedure which is suitable for you given your particular business needs; (ii) you have chosen an alternative Security Procedure that may not be commercially reasonable and could result in an increased risk of unauthorized use of the Services; (iii) you will be bound by any payment order, whether or not authorized, issued in your name and accepted by us in compliance with the Security Procedure chosen by you; and (iv) we are not liable for any losses incurred by you that result from the alternative Security Procedure by agreeing to your alternative Security Procedure.



- c. We May Rely Without Investigation On Any Instruction Or Order You Issue To Us Provided Through The Applicable Security Procedure, Whether Provided Electronically, Verbally Or In Writing, Instructing Us To Take Any Action, Perform Any Service Or To Perform A Service In A Particular Manner. If We Follow The Selected Security Procedure In Acting On Any Such Instruction Or Order, You Will Be Bound By The Instruction Or Order Regardless Of Whether The Instruction Was Actually Authorized By You.
- d. You acknowledge that we may employ various analytical tools and procedures that are designed to assist us in identifying suspicious online behavior and potentially unauthorized transactions that are initiated through the Service. You agree that our use of these tools and procedures constitute part of the agreed-upon security procedures for the Service even if the specific tools and procedures used by us have not been disclosed to you. You also agree that if we alert you to suspicious online behavior or potentially unauthorized transactions you are solely responsible for acting on that alert and that we may conclusively assume that you have approved such behavior or transaction if you fail to respond promptly to any such alert. You agree to be bound by Instructions, including wire transfer Instructions, whether authorized or unauthorized, which we implement in compliance with the Security Procedures unless you give us prior notice of possible unauthorized use as described above and we have a reasonable opportunity to act on such notice before implementing such Instructions.
- e. We have implemented certain Security Procedures for each of the Services identified in the Security Procedures Schedule, which may be mandatory or optional. We recommend that in addition to mandatory Security Procedures, you implement each of the optional Security Procedures, as well as all Additional Recommended Procedures to Enhance Security of Online Banking (which are included in the Cash Management Service Terms), to provide maximum protection of your Deposit Account information. You will provide Instructions to us on which optional Security Procedures are requested by you in connection with a Service. You acknowledge that an Authorized Representative may change such requested optional Security Procedures from time to time.
- f. The purpose of the Security Procedures is to verify the authenticity of instructions we receive in your name and not to detect errors in the transmission or content of instructions. If you have reason to believe that the Security Procedures have or may become compromised, you must notify us immediately by phone at (417) 225-7070. You will be responsible for any instructions we accept in accordance with the Security Procedures before we receive your notice and have had a reasonable time to act thereon.
- g. We may amend the Security Procedures at our discretion by following the procedures for amending the Agreement set forth in these General Terms; provided however, we shall



have no obligation to notify you with respect to any changes to any procedures we may follow internally and which are not specifically referenced in the Security Procedures Schedule or otherwise disclosed to you. Following the effective date of any such change, the new Security Procedures will become the Security Procedures selected by and agreed to by you. You acknowledge that to the extent any other Service is accessed through the Cash Management Service, the Cash Management Service Security Procedures will apply in addition to any Security Procedures for such other Service.

8. Customer's Agents. If you authorize any third party to act on your behalf with respect to any Service (including any Authorized Representative of one of your Affiliates), the third party shall be deemed to be acting as your agent with respect to the Agreement. All terms of the Agreement will apply to the third party and you will be legally bound by and responsible for all actions, Instructions and inaction of such third party. We may, at our option, require such third party to execute such documents as we may deem necessary and appropriate in order to access Services on your behalf. We may refuse to permit a third party to access any Services on your behalf.

9. Access Credentials. Your Access Credentials are intended to provide security against unauthorized entry and access to your Accounts and Services.
 - a. You agree that we may send notices and other communications, including Access Credentials, to the current mail or email address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.
 - b. You shall establish security procedures necessary to ensure the confidentiality of your access features, including but not limited to your password, access to your devices used for authentication, and any future Access Credentials that we require. You shall make such procedures and security features known only to your authorized representatives who will use the Service. We shall have no obligation, liability, or control, whether directly or indirectly, over said procedures or your failure to maintain said procedures.
 - c. You agree to: (i) keep Access Credentials secure and strictly confidential; (ii) instruct each ASC, Administrator and User that he or she is not to disclose them to any unauthorized person; and (iii) immediately notify us if any Access Credentials are not in the sole possession of any ASC, Administrator or User to whom the Access Credentials were provided.
 - d. If you give someone any of your Access Credentials or otherwise allow someone to have any of your Access Credentials, you are authorizing that person to access the Service, and you are responsible for all actions that person performs with your Access Credentials. You



authorize us to act on Instructions utilizing your Access Credentials and agree that all transactions using your Access Credentials by persons you have permitted to use, or otherwise provided access to your Access Credentials, whether or not they were transactions you intended or wanted performed, are authorized transactions, and you will be bound by them. Transactions that you or someone acting with or for you initiates with fraudulent intent are also authorized transactions, and you will be bound by them.

- e. You represent that each ASC, Administrator and User who has been issued Access Credentials has general authority from your organization to give Instructions within the access capability associated with such Access Credentials (including general authority over the movement of your funds in Accounts), all as evidenced in a form acceptable to us, and that we have full authorization from your organization to rely and act upon Instructions identified by such Access Credentials. We will not be liable to you for the consequences of any such reliance.
 - f. We may suspend or terminate your Access Credentials without receiving such notice from you if we suspect Access Credentials are being used in an unauthorized or fraudulent manner.
10. Authorized Representatives. In order for you to access a Service, you must have at least one open Account and an Authorized Representative must execute the TSRF. You must appoint at least one authorized representative, known as an All Services Contact ("ASC"), as set forth below.

Initial Appointment of an ASC. An Authorized Representative shall so appoint an ASC on the Delegation of Authority form. Upon our acceptance of the Delegation of Authority form and the TSRF, the ASC designated by the Authorized Representative will receive by secure email, the initial login credentials and directions to establish the ASC's Access Credentials.

Authority of an ASC. The ASC shall serve as your primary contact with us, and will have the authority to act on your behalf in all matters, and applies to all current and future accounts and Services established for your Company, Affiliated Entities, and Consumer Accounts accessed by you. The ASC will have control of all Access Credentials of Users and have the ability to grant or deny access to certain functionality of the Service and features to Users on your behalf. The ASC will have the authority to designate additional ASC's, and appoint additional Administrators, make Service requests and updates, and authorize us to act in accordance with any Service, including authority to authorize funds transfers, adjustments to Service limits, and send payments outside of the bank. You may appoint multiple ASCs. It shall be your responsibility to establish and implement your policies and procedures governing the addition and termination of User(s) by the ASC and the functionality provided to each User. We may continue to recognize the authority of an ASC until we have received and have had a reasonable time to act upon information from you that an ASC is no longer authorized to transact business on your Accounts.



Additional Appointment of an Administrator. As noted above, your initial ASC will be established as an Administrator for all of your Services, including, as applicable, the Cash Management Service, Remote Deposit Service and Positive Pay Service. However, you may appoint additional Administrators for the Cash Management Service, who will have the ability to grant or deny access to certain Services accessed via the Cash Management Service, allow for control of all Access Credentials of User(s), and functionality of the Service and features to User(s) on your behalf. You may also appoint additional Administrators for the Remote Deposit Service and Positive Pay Service, who will have the ability to control all Access Credentials of User(s), functionality and features available to User(s) on your behalf, for those specific Services.

Affiliate Access. You acknowledge and agree that, at your option, one of your Authorized Representatives may serve as an authorized representative for your Affiliates which are also customers of the Bank. To request access to Services for yourself and such Affiliates simultaneously through the same Cash Management Service Access ID, your Authorized Representative shall certify to us that (i) you and other customers of the Bank are your Affiliates, (ii) the Authorized Representative is the Authorized Representative of yours and for each of your Affiliates, and (iii) the Authorized Representative has the authority to request access to Services from us for you and your Affiliates for simultaneous access. Upon receipt of such certification and request, and acceptance by us of such request, we are hereby authorized to permit the Authorized Representatives to access Services simultaneously for you and your Affiliates.

You hereby (i) acknowledge the risk of allowing an Authorized Representative and authorized agents of yours to access the Services for you and your Affiliates simultaneously, including, without limitation, risks associated with the transfer of funds among Accounts of the Affiliates, (ii) waive any claims you now have or may have in the future against us for permitting the Authorized Representative and your other authorized agents to simultaneously access Services; and (iii) agree to indemnify us against all reasonable costs, fees, and expenses (including court costs, and reasonably attorneys' fees) we may incur in defending ourselves against any claim, demand, or litigation made or filed by any person (including an Affiliate) questioning in any form or manner our reliance on requests by the Authorized Representative and your authorized agents.

11. Provision of Services/Standard of Care. Our duties and responsibilities, are limited to those specifically described in the Agreement. We will exercise commercially reasonable care in performing our obligations, unless otherwise expressly provided in this Treasury Services Agreement.
12. Confidentiality and Data Security. Information we obtain from you in connection with any service may be confidential. We will maintain the confidentiality of such information in accordance with applicable law and our normal procedures for safeguarding a commercial customer's information.



- a. When you visit one of our Sites, we or our Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and the Cash Management Services by assisting in "authenticating" who you are when you access the Site or the Cash Management Service. To improve the operation of the Site and the Cash Management Service, we or our Service Provider may also receive information about the pages you view, the links you click and other actions you take in connection with the Site and the Cash Management Service.
 - b. Our Sites also uses "cookies", which are small data files placed on an Access Device by the web server when you visit the Site. Most of these "cookies" are "session cookies" that are only used for a specific period during which you are on the Site, but a few are "persistent cookies" that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses "cookies" to store your preferences and other information on your computer or other device in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These "cookies" are linked to personal information about you, such as your email address. Most web browsers automatically accept "cookies", but you can modify your browser setting to decline "cookies" if you prefer. However, if you choose to decline "cookies", you may not be able to sign in or use other interactive features of the Site that depend on "cookies". You may encounter the Service Provider's "cookies" or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.
13. Cutoff Times; Timeliness of Action; Funds Availability. We establish cutoff times for various purposes. Information, Instructions, data or requests received in accordance with the Agreement, but after an applicable cutoff time, will not be considered received by us until the following Business Day. We shall have a reasonable time to act on any Instruction, order or request of any kind. You acknowledge that you have been provided with our current funds availability policy, and that our current funds availability policy is available from us at any time upon request either by phone at 1-800-749-7113, ext. 7020, or by e-mail at TreasuryOperations@greatsouthernbank.com.
14. No Extension of Credit. Nothing in the Agreement may be construed to obligate us to create an overdraft or pay any amount in excess of your collected and available funds to or on your behalf unless we expressly agree to do so in writing. In the event any actions initiated by you should result in an overdraft in any of your accounts, you shall immediately repay the overdraft.
15. Governing Agreements. You hereby agree that all of the deposit accounts, all transactions affecting the deposit accounts, all services offered by us from time to time and all functions



offered by us from time to time in connection with the services shall be governed by the terms of the agreement. The provisions of the agreement shall prevail over any inconsistent provisions that may be contained in a deposit account agreement.

16. Compliance with Law. You must comply with all Applicable Law in connection with the Services, including without limitation, prohibitions or limitations enforced by OFAC. You agree to indemnify and hold us harmless for any and all fines and assessments imposed on us as a result of any alleged violations of Applicable Law by you, your Authorized Representatives, agents or employees. You shall not use any Service in connection with any illegal activity. Restricted Transactions, as such term is used in 12 CFR Part 233 – Prohibition on Funding of Unlawful Internet Gambling (Regulation GG), may not be processed through your Deposit Account(s) or the Services.
17. Customer's Records and Customer's Review of Account Information. You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following the applicable transaction. You must regularly and promptly review and verify all information provided to you concerning the Services, including without limitation account statements, electronic reports, other reports, check payment records, adjustments, charges, billing statements, and other transactions and, within fourteen (14) days or such shorter time period set forth in the applicable Service Terms or as governed by Applicable Law, you must notify us either by phone at 1-800-749-7113, ext. 7020, or by e-mail at TreasuryOperations@greatsouthernbank.com of any error or discrepancy between your records and any information we make available to you, or any transaction or transfer which you believe was not authorized. Your failure to notify us of an error or unauthorized transaction within that time period shall relieve us of any liability and the information made available to you shall be deemed accurate.
18. Authority of Bank. You authorize us to take any and all actions necessary, including making transfers to and from Deposit Accounts, to provide the Services. You authorize us to instruct third parties, accept Instructions from third parties and to effect all transactions necessary to provide the Services according to your Instructions. We, acting on our own behalf or through third parties, shall have the right to audit your compliance with the Agreement during regular business hours and upon reasonable notice to you.
19. Customer's Responsibilities for Providing Access to the Services.
 - a. You are solely responsible for selection, acquisition, installation, maintenance, and operation of all Access Devices and software necessary to use the Services and for securing an Internet Service Provider. Your Access Devices must be compatible with our programs, systems, and equipment, which we may change from time to time, with or without notice. We assume no responsibility for the defects or incompatibility of any Access Device or software that you use in connection with the Services, even if we have previously approved their use. You are solely responsible for your Access Devices and all errors, failures, or non-performance arising out of an Access Device that may occur with



your use of the Services or the Internet, including but not limited to, improper operation, malfunction, viruses, worms, malware or similar malicious programs.

- b. You are responsible for maintaining and ensuring the security of all Access Devices, networks and Internet access used to access the Services. You shall (i) ensure that your Internet connection is secured with a firewall configured to commercially reasonable standards; (ii) ensure that all Access Devices that access the Service (and all computers, tablets, smart phones and other electronic devices connected to the same Local Area network (LAN) as those Access Devices) are protected against viruses, worms, malware or similar malicious programs in a commercially reasonable manner; and (iii) immediately notify us if you have knowledge or suspect that your Access Devices (or computers, tablets, smart phones and other electronic devices connected to the same LAN as those Access Devices) have been infected with any virus, worm, malware or similar malicious program.
- c. You agree that you will not send us any viruses, worms, malware, or similar malicious programs or engage in any activity which may have a harmful effect on our website providing access to a Service, such as launching a "denial of service" attack. It is your responsibility to keep your browser, software, and operating systems up-to-date and free of any viruses or malware. To the maximum extent permitted by law, we will not be liable for fraudulent banking activity related to Access Devices that do not maintain the native and most current operating system at all times. We strongly recommend that you routinely scan your Access Devices using up-to-date virus protection and malicious software detection products.
- d. If you use a mobile device to access the Services, you must take precautions to protect the security of your Accounts and Services when using that mobile device, including but not limited to (i) not leaving your mobile device unattended while logged into a Service; (ii) logging off immediately after using the a Service; (iii) utilizing the lock function on your mobile device to prevent access to the mobile device by any unauthorized person; and (iv) ensuring that you maintain the most current operating system on your device, in its native state without alteration.
- e. If you believe that the security of any Access ID has been compromised or any fraudulent activity has occurred with respect to any of the Services you must immediately notify us either by phone at 1-800-749-7113, ext. 7020, or by e-mail at TreasuryOperations@GreatSouthernBank.com. You are solely responsible, and we shall have no liability for the following:
 - A. All actions you take or fail to take with respect to your use of the Services, and establishing and implementing internal procedures to safeguard all Access IDs and all other means of access to the Services;



- B. Any activity of any kind, including fraudulent activity or corruption of your system, generated by you or through use of the applicable Security Procedures or Access IDs that occur before you notify us of the breach and we have had reasonable time to implement corrective measures;
 - C. Actions or inactions by any Authorized Representative or any other person you designate as having responsibility for issuing requests or Instructions or for delegating authorities and access to Services to other persons on our behalf; or
 - D. The provision, repair and maintenance of any equipment you use to access the Services.
20. Confidentiality. You shall: (i) maintain the confidentiality of all Confidential Information in accordance with Applicable Law, (ii) use any Confidential Information, including security information about our business processes, only in the manner specified by us and in the ordinary course of your business, and (iii) keep all Confidential Information confidential and limit access to it only to your employees and other representatives who require access in the normal course of their duties. You must notify us immediately either by phone at 1-800-749-7113, ext. 7020, or by e-mail at TreasuryOperations@GreatSouthernBank.com, if you suspect any of our Confidential Information has been compromised, disclosed or used in an unauthorized manner or by an unauthorized person. This section does not limit your ability to disclose Confidential Information that (a) we have approved in writing, (b) is disclosed to your attorneys, accountants, auditors or other professional advisors, (c) becomes public other than through a breach of the Agreement, (d) was in your possession or available to you prior to your receipt in connection with Treasury Services, (e) as required or requested by any regulatory body to you are subject, or (f) otherwise as required by Applicable Law or by legal or governmental process. All specifications, programs, concepts and techniques developed or utilized by us for you or provided by us to you in connection with the provision of Services are and will remain our sole property or the property of the third parties from whom we have obtained a license or other right of use. Upon termination of the Agreement, or upon termination of any Service, you must return to us all manuals, software or other documents or materials that we provided to you related to the Services.
21. Limitation of Liability: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR THIRD-PARTY CLAIMS OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO, CONNECTED WITH OR PERTAINING TO EITHER THE AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES HEREUNDER.
- a. These limitations will apply whether or not the likelihood of such losses or damages was known or should have been known by us, regardless of the legal or equitable theory of liability advanced by you. Your exclusive remedy for any cause of action against us or



against our affiliates, agents or employees whatsoever and regardless of the form of action (whether in contract or in tort, including negligence) will be limited to your actual, proven damages that are the immediate and direct result of an action or failure to act by us constituting gross negligence, willful misconduct or fraud.

- b. We will exercise ordinary care in providing Services, and will be deemed to have exercised ordinary care if we have acted in accordance with our procedures, and our procedures do not vary unreasonably from general banking practices. In no event shall clerical errors or mistakes in judgment constitute our failure to exercise ordinary care. We will not be responsible for acts or failure to act by you or any third party, including, without limitation, the amount, accuracy, timeliness of transmittal or authorizations. We will not be responsible for any liability, loss, injury or damage in any way arising out of (i) any error or malfunction in the installation, maintenance, operation or use, or any configuration problem or incompatibility, of the computer, related equipment, or software you use in connection with our Services, (ii) any failure or malfunction of, or any compromise of data sent using, any telephone, facsimile, communication facilities, internet access, or other service you use to connect to the Service or (iii) any virus or similar problem resulting from the use of the Service. We shall not be liable for failure to perform any of our obligations if we believe in good faith that such performance would result in our being in breach of Applicable Law.
 - c. Even if we are deemed liable to you with respect to any Service or the provision, notwithstanding this Section, our liability to you shall not exceed the Fees you incurred for the Service for the preceding twelve (12) months, except to the extent required by UCC 4A. If UCC 4A governs, we shall be liable only for damages required to be paid under UCC 4A or Regulation J of the Federal Reserve Board and our liability for loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank operating in the district where our headquarters is located for the period of time involved. Additional limitations of liability for a specific Service may appear in the applicable Service Terms.
22. Indemnity/Attorney Fees: You shall indemnify, reimburse or otherwise hold us (for purposes of this section, “us”, “we” and “our” includes us and each of our directors, officers, employees, agents, successors and assigns) harmless for any and all costs, losses, claims, taxes, expenses, liabilities and damages including attorneys’ fees, and other costs incurred in connection therewith, incurred by or asserted against us, or in any way relating to any of your acts or omissions, including your breach of the representations, warranties or covenants set forth in the Agreement (including without limitation any acts or omissions of your employees, representatives or agents), except to the extent such liability, loss or damage is caused solely by our negligence or willful misconduct (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or Instruction believed in good faith to have been given by you will in no event constitute gross negligence or willful misconduct on our part), with respect to any Service.



We may set off any amount to which we are entitled under this Section or otherwise relating to any of the Services under the Agreement, against any amounts or obligations we owe you, whether under the Agreement or otherwise. Our exercise of this right will not constitute a breach, default or event of default under the Agreement or under any other agreement between you and us. Neither the exercise of nor the failure to exercise any of this right will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies that may be available to us. Additional indemnification obligations may also apply to specific Services as set forth in the applicable Service Terms. In addition to the foregoing provisions of this paragraph, you agree that in the event you assert any cause of action against us under UCC 4A wherein you claim we are liable for any payment order you contend was not authorized and which was accepted by us, you shall be obligated to pay all attorneys' fees incurred by us in any such Court proceeding if we are the prevailing party with respect to such cause of action.

23. Disclaimer of Warranties. You assume the entire risk with respect to your use of the Service and the Computers that you use to access the Service including, without limitation, the risk that any and all information and transactions exchanged or processed through the Service are viewed and/or tampered with by a third party when in transit or through the acquisition of Access Credentials by a third party. The risk of error, failure, or nonperformance of a Computer is your risk.

- a. THE SERVICES AND ALL EQUIPMENT AND SOFTWARE WE PROVIDE ARE PROVIDED "AS IS", AND WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY FOR YOU OR AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY SERVICE OR THE COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH YOUR COMPUTER SYSTEMS, SOFTWARE OR EQUIPMENT. WE MAKE NO WARRANTY THAT ANY SERVICE IS TOTALLY SECURE OR WILL BE FREE OF ANY VIRUS OR ERROR FREE. IN ADDITION, WE MAKE NO WARRANTY THAT THE DOCUMENTATION PROVIDED TO YOU IS APPROPRIATE FOR YOUR NEEDS. WE MAKE NO WARRANTY THAT THIRD PARTIES THAT PERFORM ASPECTS OF ANY SERVICE WILL PERFORM AS DOCUMENTED HEREIN. In the performance of the Services, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to the Agreement, and shall not be responsible for the accuracy, timeliness or completeness of information provided to us by you or any third party.

Refusal of Bank to Honor Instructions. We will not be obligated to honor, in whole or in part, any transaction or Instruction that: (i) is not in accordance with this Agreement, an agreement governing an Account or any other agreement between us; (ii) we have reason to believe it may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process, we believe prevents its withdrawal; (iii) would violate any applicable provision of any risk control program of the



Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority; (iv) is not in accordance with any other requirement of our applicable policies, procedures or practices; or (v) we have reasonable cause not to honor for our or your protection.

24. Waiver: We may waive enforcement of any provision of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the Agreement.
25. Cancellation: You may request termination of access to any Service, at any time by giving us notice of such request. Because some billing occurs in arrears, you will be responsible for any fees and charges due when Services are canceled. Notwithstanding any cancellation of a Service, the Agreement will continue to apply to all transactions which have been initiated prior to our having a reasonable opportunity to act on the cancellation request. Because certain Services may be dependent upon other services for functionality or access, such as the Cash Management Service, we will not be liable for linked Services that are disabled as the result of a Service cancellation, or for Services that remain active that were not included specifically in the cancellation request.
26. Termination: Unless otherwise required by Applicable Law, we may, without notice, terminate the Agreement and/or any Service if:
- a. You do not comply with the Agreement, the Deposit Account Agreement, or any other agreement, loan arrangement or other relationship you have with us;
 - b. We determine, in our sole discretion, that continuation of the Service by us generally or continuation of the Service to you, would constitute an unacceptable risk of loss, including without limitation, in the event of a material change in your financial condition;
 - c. You file a petition under the U.S. Bankruptcy Code or such a petition is filed against you;
 - d. We have reason to believe that you have engaged in fraudulent or illegal activity;
 - e. We have reason to believe you have breached rules or regulations pertaining to the use of services, including but not limited to the NACHA Rules;
 - f. You fail to maintain balances in accounts sufficient to fund Instructions to transfer funds from your accounts;
 - g. You fail to provide financial information reasonably requested by us;
 - h. We determine it is impractical or illegal to provide the Service;
 - i. Access IDs, or your computer systems have been compromised; or



- j. Service has not been utilized for six (6) consecutive months.

In addition, either party may terminate the Agreement or any Service (except as specifically stated in a Service Terms for a Service) at any time by providing the other party with at least thirty (30) days prior notice. A termination of the Agreement shall be deemed a termination of all Services; however a termination of one or more Services shall not constitute a termination of the Agreement or any other Service. After termination of the Agreement for any reason, the Agreement will continue to apply to all transactions which were initiated prior to termination, and provisions of the Agreement that limit our liability to you, impose payment, indemnification, confidentiality or other obligations on you or waive the right to a jury trial will survive such termination. You may request reinstatement of the Service by calling us at 1-800-749-7113, ext. 7020. Reinstatement is at our sole discretion. If reinstated, the Treasury Services Agreement will control.

- 27. Notices. All communications and notices provided by either party pursuant to the Agreement will be provided (i) in writing by mail, (ii) by secure e-mail or (iii) as specifically provided pursuant to the Service Terms applicable to such Service. You understand that e-mail (other than secure e-mail) is inherently insecure due to the possibility of error, delay or observation or receipt by an unauthorized person. You should not transmit sensitive information through e-mail (other than secure e-mail) to us. Notices provided to us in writing by mail shall be mailed to: Great Southern Bank, Attention: Treasury Operations, 218 S. Glenstone Avenue, Springfield, MO 65802. Notices provided to us by secure e-mail shall be sent to: TreasuryOperations@greatsouthernbank.com. Notices provided to you in writing by mail shall be mailed to your address as set forth on the bank signature card and resolution provided to us and set forth in our records for you, as your address may be updated from time to time by you in accordance with our change of address procedures. Notices provided to you by secure e-mail shall be sent to your email address as set forth on your Delegation of Authority and as set forth in our records for you, as your email address may be updated from time to time by you in accordance with our change of address procedures.
- 28. Customer's Representations and Warranties. Each time you use a Service, you represent and warrant as follows:
 - a. You have been duly organized in accordance with, and are validly existing and in good standing under, the laws of the jurisdiction of your organization;
 - b. Each person you submit to us as an Authorized Representative or in any other capacity from time to time is properly authorized to act on your behalf and we may rely on signatures or other oral or written Instructions from such person as conclusive authority for such person to execute any TSRF or otherwise bind you to the Agreement and to agree to any amendments to the Agreement.



- c. You have the requisite power and authority and have taken all necessary actions to authorize the execution and delivery of the TSRF and to perform your obligations under the Agreement with respect to each Service you use;
 - d. The TSRF was duly executed and delivered on your behalf and the Agreement is your legal, valid and binding obligation, enforceable against you in accordance its terms;
 - e. Any consent or authorization of any governmental authority or third party required to be obtained by you in connection with the Agreement or any Service has been obtained and is in effect;
 - f. The Services are not intended to and will not be used by you or any of your representatives or agents for personal, family or household purposes, unless otherwise agreed in writing with us;
 - g. You are acting in compliance with all Applicable Laws, including without limitation, you are not acting on behalf of or transmitting funds to or from any person, entity or government authority subject to sanctions enforced by OFAC; and
 - h. You are authorized to receive access to and, if the Service involves the transfer of funds to or from any account, to transfer funds to or from the account (as applicable) and to otherwise transact business with reference to such account, whether or not the account is in Customer's name or is associated with Customer's taxpayer identification number.
29. Non-Performance: We shall bear no responsibility for non-performance of one or more Services, or any loss arising directly or indirectly, in whole or in part, by any of the following (and you release us from the same): (i) fire, flood, earthquake, windstorm, other natural casualty, pandemic or other outbreak of disease, breakdown in equipment, lockout, strike, unavoidable accident, act of God, riot, war, act of terrorism, or the enactment, issuance or operation of any adverse governmental law, ruling regulation, order or decree, or emergency that prevents us from operating normally, labor disturbance, strike, lockout, our inability to obtain labor, materials or transportation in a timely manner, electrical, communication, telecommunication, word processing or computer failure or interruption of service (whether hardware, software or both) and which failure or delay in performance is not within our direct and reasonable control; (ii) any act, failure to act or delay in acting on the part of any person not within our reasonable control, including you or your employees or agents (apparent or otherwise) or anyone else acting on your behalf, (iii) your negligence or misconduct or that of any of your Authorized Representatives or any other representatives, (iv) any inaccuracy or ambiguity (in our reasonable opinion) in any information given to us (including, without limitation, any incorrect, incomplete or untimely information) by you, or (v) any other cause or circumstance beyond our reasonable control, whether similar or dissimilar to any of the foregoing.



30. Facsimile Signature: If you at any time authorize utilization of a facsimile signature of any authorized signature for checks or other orders for payment of money, we shall be entitled, but not required, to honor and charge you for such checks or other orders for payment of money so signed, regardless of by whom or what means the purported or actual facsimile signature may have been affixed thereto. If such orders are drawn in your name, you agree that all previous, present, and future authorizations are continued in full force and effect as amplified hereby.

31. Miscellaneous:

- a. Amendments: Unless otherwise provided in the Service Terms for a particular Service, we may amend the Agreement in our discretion by (1) giving you at least thirty (30) days prior notice of such amendment or (2) if (A) an amendment is required by Applicable Law and must be implemented by a date that does not permit us to give you at least 30 days prior notice of such amendment or (B) we determine that the amendment is needed for the security or integrity of a Service, a Security Procedure or our systems, then we will make commercially reasonable efforts to give you as much notice of such amendment as is practicable under the circumstances (which may be after we have made such amendment). The notice may (i) describe the amendment, (ii) include a copy of the relevant document, as amended or (iii) include a link or otherwise refer you to a website where you may access the relevant document, as amended. By using any of the Services after the effective date of such amendment, you shall be deemed to have agreed to such amendment. Other amendments may be made upon written amendment, executed by both parties.
- b. Severability: If any provision of the Agreement shall be ruled invalid by a court of competent jurisdiction, that provision shall be deleted but the remaining provisions of the Agreement shall continue intact.
- c. Governing Law: The Agreement shall be governed by the laws of the State of Missouri.
- d. Venue; Jurisdiction; Service of Process; Jury Trial Waiver. Any legal action or proceeding arising out of or relating to the Agreement must be instituted in the courts of the State of Missouri or the district court of the United States of America in the State of Missouri, and you irrevocably submit to the jurisdiction of such court in any such action or proceeding. By utilizing any of the Services, you irrevocably consent to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to you at the address you provide to us for notices in accordance with the Agreement. CUSTOMER AND BANK EACH WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT OR ANY SERVICE OR TRANSACTION HEREUNDER.



- e. Binding Effect. The Agreement binds and benefits the parties and their permitted successors and assigns. We will not be bound by any agreement or representation made by any of our employees or representatives that is in conflict with the Agreement, unless that agreement or representation is contained in an agreement or amendment validly executed by us. We will not be deemed to waive any right or power under the Agreement as a result of any delay in exercising such right, nor will any single or partial waiver or exercise of any right or power limit our ability to subsequently fully exercise the right or power or to exercise any other right or power under the Agreement. The rights and remedies set forth in the Agreement are cumulative and not exclusive of any other rights or remedies available to us.
- f. Entire Agreement. The Agreement represents the complete statement of the agreement between Customer and Bank for the Services, and supersedes any and all prior agreements and understandings with respect to the Services. In the event of any conflict between this Treasury Service Agreement and any other documents comprising the Agreement, this Treasury Service Agreement will control unless specifically provided in the other document. No course of dealing between Customer and Bank will constitute a modification of the Agreement or the Security Procedures or constitute an agreement between Customer and Bank regardless of whatever practices and procedures that you or we may use.
- g. Assignment. You may not assign your right to receive the Services without our prior written consent. We may delegate our obligation to perform Services to an appropriate third party as determined by us at our sole discretion. We may provide certain Services through third-party service providers.
- h. Independent Contractors. Our relationship with you is that of an independent contractor. Nothing contained in the Agreement will be construed to create any partnership or joint venture between Customer and Bank.

PART 2 – SERVICE TERMS

A. ACH SERVICE TERMS

1. **Overview**. Our ACH Services permit you to transfer funds to or from your Designated Account(s) by means of Entries sent through the ACH system in accordance with the Agreement and the NACHA Rules. You may originate only those types of Entries accepted by us. You shall not initiate IAT Entries. Entries may not be initiated if they violate Applicable Law. You may only send us Entries through our Cash Management Service.



- 2. Your Compliance with NACHA Rules and Applicable Laws.** You agree to be bound by the NACHA Rules as they may change from time to time, for all Entries and all ACH Services, whether or not an Entry is sent through the ACH network. You act as Originator, and we act as ODFI with respect to Entries. The NACHA Rules govern if they conflict with the Agreement, except that the file specification requirements in the Agreement govern in the event of a conflict with the NACHA Rules. You represent and warrant that you have obtained or have access to a current copy of the NACHA Rules as of the date of your initial TSRF and agree to maintain or keep access to a current copy of the NACHA Rules so long as you obtain the ACH Services. You must provide us with adequate notice and accurate information for all Entries so that we can comply with the NACHA Rules. You must comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E, as applicable, for all Entries to a consumer's account. You must obtain, retain and provide copies of consumer authorizations and comply with your obligations with respect to consumer alleged errors as set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E, as applicable.

You are subject to, and will comply with, all Applicable Laws, including OFAC regulations and the Agreement, and you acknowledge that you will not initiate Entries that violate any of the foregoing. You authorize us to audit your records as we deem appropriate to confirm that you are complying with the Agreement, the Security Procedures, Applicable Laws and the NACHA Rules at all times and you agree to cooperate with us in performing any such audit. We may, from time to time, suspend processing of a transaction for greater scrutiny, verification or to do or take such other actions as are necessary to comply with OFAC requirements. You acknowledge that these actions may affect settlement and/or availability. You agree to provide us additional information for any Entry upon our request for purposes of any investigation relating to such Entry, to resolve disputes, to review unusual transactions or as otherwise requested by us from time to time.

If you violate the NACHA Rules or other Applicable Laws and a fine is imposed on us as a result of the violation, you are responsible for payment of such fine, any penalties and our other costs, including, without limitation, attorney's fees and any cost of collection. Your payment of such amount does not waive our right to terminate the ACH Services under Section 1, paragraph 26 above.

In addition to any other rights we have to terminate or suspend your use of the ACH Service, we may terminate or suspend your use of the ACH Service immediately and without giving you prior written notice if: (i) you breach the NACHA Rules; (ii) any Entry you transmit to us or any of your acts or omissions might cause us to breach the NACHA Rules or any representations or warranties we make under the NACHA Rules; or (iii) we believe that termination or suspension is necessary for us to comply with the NACHA Rules.

3. ACH Security Procedures.

- a. User(s) will have access to the ACH Services subject to the Security Procedures. You are solely responsible for accurate creation, modification and deletion of the Account information



maintained on your computers and used for the ACH Services. You shall comply with all procedures provided by us for the creation, maintenance and initiation of Entries, including any internal controls that we may require from time to time.

- b. You shall use the Security Procedures when you deliver Entries or Reversal/Deletion Requests to us. You authorize us to act on any Entries or Reversal/Deletion Requests when the Security Procedures have been followed. If the Security Procedures have been followed, you shall be bound by such Entries or Reversal/Deletion Requests whether or not they were in fact authorized.

4. Company Warranties. Each time you use the ACH Services,

- a. You represent and warrant that you have properly identified and labeled the Entry with the correct standard Entry class code as required by the NACHA Rules and that the Entry is not an IAT Entry or any other type of Entry that you are not authorized to originate;
- b. You represent and warrant that you have obtained appropriate authorization from each Receiver as required by Applicable Law and the NACHA Rules and that each Entry conforms to such authorization or agreement and complies with the NACHA Rules;
- c. You represent and warrant that neither you nor any ACH Vendor acting on your behalf have disclosed and will not disclose the Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a debit Entry that is not covered by the original authorization;
- d. You represent and warrant that the ACH Transaction is not in violation of any Applicable Law, including without limitation any OFAC-enforced law, regulation or order;
- e. You represent and warrant that, in view of your requirements, the Security Procedures are a satisfactory and commercially reasonable method for verifying the authenticity of Entries and Reversal/Deletion Requests;
- f. You make all representations and warranties to us related to an Entry that we, as an ODFI, in turn make to any RDFI or other participant under the NACHA Rules;

5. Payment for Entries and Funds Availability; Exposure Limits. We debit the Designated Account for Credit Entries (including Debit reversals) on the Settlement Date, unless you are prefunding your Entries. Prefunding your Entries means that you pay for all Credit Entries before the Settlement Date on such date as we may specify. We reserve the right at any time, without notice, to require you to prefund Entries. You will immediately pay us for the amount of any returned Debit Entries or any adjustment Entries which we previously credited to the Designated Account. We will establish (and may change) dollar limits for your Entries (or types of Entries). Those limits may be at the Customer level and/or the User level and are referred to as the "Exposure Limits." We will establish separate



Exposure Limits for credit Entries and debit Entries and will tell you what your Exposure Limits are from time to time through the ACH User Information. We may elect to process an Entry that exceeds an Exposure Limit, but doing so does not affect or limit our right to reject any future Entry that exceeds an Exposure Limit.

- 6. Acting on Entries and Availability of Funds.** Entries are settled on the effective Entry date shown on each Entry (the "Settlement Date"). We may treat any Entry that we receive after the deadline we establish from time to time as if received on the next Business Day. Entries will be deemed received by us when we receive the complete file. We are not obligated to make the amount of any Debit Entry available for withdrawal by you before such amount constitutes collected funds in the Designated Account(s). Whether or not constituting collected funds, any such amount credited to the Designated Account(s) may be charged back to and recovered from you if we do not receive final settlement, the Entry is returned, an adjustment Entry is received by us pursuant to the NACHA Rules or the Entry violates the Agreement or any agreement governing your Deposit Accounts with us. We may, in our discretion, require that all settlement funds be maintained with us. We may at our option or upon your request, consistent with NACHA Rules, resend a Debit Entry that has been returned unpaid. We impose a hold on all ACH credits to a Company account for a period of two (2) Business Days from the date of receipt.
- 7. Pre-notification.** Prior to requesting or causing the initiation of an Entry, we may request you to first transmit, or provide to us, a pre-notification that complies with the requirements of the NACHA Rules. The purpose of the pre-notification is to indicate your intent to initiate Entries to the Receiver's account and for the RDFI to verify the Receiver's information. We assume no liability for pre-notifications you originate. We will not monitor the delivery of pre-notifications and have no liability if you fail to initiate pre-notifications, even if you indicate that you intend to do so. When you initiate a pre-notification to a Receiver's account, no Entry will be subsequently initiated with respect to such Receiver's account until six (6) Business Days have expired and we have not received any notice of change or return Entry from the RDFI indicating the Entry will not be accepted as submitted. If such notice of change or return Entry is received by us, we will provide you notice of the same and no Entries will be initiated to such Receiver's account until such time, if any, as all required changes have been made and all objection of the rejecting RDFI have been resolved.
- 8. On-Us Entries.** Except as provided in paragraph 9 below, in the case of an Entry received for credit or debit to an account maintained with us (an "On-Us Entry"), we will initiate a credit or debit in the amount of such Entry on the Settlement Date contained in such Entry, provided the Entry complies with the formatting and other requirements we provide to you from time to time and provided the other requirements set forth in the Agreement are met. If any of those requirements are not met, we will use reasonable efforts to credit or debit the Receiver's account on the next Business Day following such Settlement Date.
- 9. Rejection of Entries.** We may reject any Entry if it does not comply with the requirements of the Agreement, exceeds ACH processing limits applicable to you as set forth in the Agreement, or which we have been unable to verify through use of the Security Procedures. We may also reject any Entry



if it may be returned for any reason under the NACHA Rules or if you have not met your payment obligations for the ACH Services. We may reject any On-Us Entry for any reason for which an Entry may be returned under the NACHA Rules. Notice of rejection may be given to you by telephone, electronically, by facsimile or by mail. Notices of rejection will be effective when given. We are not liable for the rejection and we are not obligated to pay you interest for the period before you receive the notice of rejection. If any Entry is rejected, it is your responsibility to correct any Entry you intend to resubmit. In the event any Entry is rejected by the ACH network for any reason whatsoever, it will be your responsibility to reinitiate the Entry.

10. Reversal or Deletion. We have no obligation to cancel or amend Entries after we receive them. If you send us a Reversal/Deletion Request using the Security Procedures within the time set forth below, we will make a reasonable effort to act on your request.

Consumer Debit Transactions. Reversals/corrections for one or more Entries in a batch of consumer debit transactions delivered by transmission, may be requested no later than 2:00 p.m., by an Authorized Representative or the ASC, by calling the Great Southern Bank ACH Department at (417) 225-7070 and submitting an email confirmation to gsbach@greatsouthernbank.com, no later than ONE Business Day prior to the effective date of the batch. The confirmation email must include the Company's name, the date the batch was sent, the date batch is effective, the total batch original amount, as well as information regarding the change (to include the specific record name and amount affected). Your request will be acknowledged no later than 5:00 p.m. with an explanation of action that was taken / not taken on your behalf.

Consumer Credit Transactions. Reversals/corrections for one or more Entries in a batch of consumer credit transactions delivered by transmission, may be requested no later than 4:00 p.m., by an Authorized Representative or the ASC, by calling the Great Southern Bank ACH Department at (417) 225-7070 and submitting an email confirmation to gsbach@greatsouthernbank.com, no later than TWO Business Days prior to the effective date of the batch. The confirmation email must include the Company's name, the date the batch was sent, the date batch is effective, the total batch original amount, as well as information regarding the change (to include the individual record name and amount affected). Your request will be acknowledged no later than 5:00 p.m. with an explanation of action that was taken / not taken on your behalf.

We will not be liable to you if such Reversal/Deletion Request is not effective. You agree to indemnify us in connection with any such Reversal/Deletion Request to the same extent as we indemnify other parties under the NACHA Rules. Your obligations under this provision will survive termination of the ACH Services.

11. Provisional Payments. Payment by us for any Debit Entry, returned Credit Entry or credit reversal is provisional until we have received full settlement for the Entry. If final settlement is not received, we are entitled to a refund and we may charge your Designated Account for the amount credited. We



may delay the availability of any amount credited for a Debit Entry or credit reversal if we believe that there may not be sufficient funds in your account to cover a chargeback or return of the Entry or reversal of an Entry.

- 12. Limit of Entry Classes.** We at all times reserve the right to designate or terminate the Entry Classes we will process for you and we may establish from time to time such Credit Entry and/or Debit Entry limits as we in our sole discretion deem advisable.
- 13. Inconsistency of Name and Number.** We may send an Entry to an RDFI based solely on the bank identifying number you provide, even if the number is incorrect and identifies a different RDFI. The RDFI may debit or credit an account based solely on the account number on an Entry, even if the name in the Entry differs from the name on the account.
- 14. Notice of Discrepancies.** Information concerning Entries will be reflected in your account statements or other information reporting service we provide you. You must notify us promptly by telephone, confirmed in writing, if you learn of any unauthorized or erroneous Entry to your account. You must send us written notice, with a statement of relevant facts, within thirty (30) days after you received the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement.
- 15. Notice of Error.** If we receive a notice of error pursuant to the Electronic Funds Transfer Act, Federal Reserve Regulation E, or other law concerning an Entry processed or authorized to be processed to an account with us, you must, within two (2) Business Days after written or oral notice, provide us with the authorization to debit or credit the depositor's account and, if applicable, proof of sending notice to the depositor of the varying amount, or other proof satisfactory to us that the error alleged did not occur. If the referenced documents or proof are not delivered timely, or the documents or proof do not give us a reasonable basis for determining that no error occurred, or if the error alleged did occur, we may charge you for the amount of the alleged error and for any penalty imposed upon us.
- 16. Notice of Returned Entries and Notifications of Change.** We will notify you by phone or electronic transmission of the receipt of a returned Entry no later than one Business Day after the Business Day of such receipt. Except for an Entry retransmitted by you pursuant to the Agreement, we shall have no obligation to retransmit a returned Entry if we complied with the Agreement with respect to the original Entry. We will provide you all information, as required by the NACHA Rules, with respect to each Notification of Change ("NOC" Entry or Corrected Notification of Change) ("Corrected NOC") Entry received by us relating to Entries transmitted by you. We must provide such information to you in the manner required by the NACHA Rules. You will ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of your receipt of the NOC information from us or prior to initiating another Entry to the Receiver's account, whichever is later; provided that, you



may choose, in your discretion in accordance with the NACHA Rules, to make the changes specified in any NOC or Corrected NOC received with respect to any Single Entry.

17. Entry Class Codes. When you originate an Entry, you make each of the representations, warranties and covenants of an Originator for the applicable Entry Class Code as set forth in the NACHA Rules, including, without limitation, the following representations, warranties and covenants for the specific Entry Class Codes set forth in this paragraph 17.

TEL Entries. If you elected to initiate TEL Entries, as documented on your Treasury Service Data Supplement Form, and we authorize you to originate TEL Entries on applicable Accounts, then such TEL Entries are subject to the provisions of this Section.

- With respect to all TEL Entries, you hereby make each of the representations, warranties and covenants of an Originator of TEL Entries as set forth in the NACHA Rules regarding TEL Entries as of the date of your initial TSRF and each time you initiate a TEL Entry, including, without limitation, all warranties and covenants concerning consumer authorizations and disclosures. You specifically represent and warrant you have used commercially reasonable procedures to verify the identity of the consumer, including the consumer's name, address and telephone number and have used commercially reasonable procedures to verify that routing numbers are valid. We may, at our option and in our sole discretion, establish exposure limits limiting the number and/or dollar amount of TEL Entries which you may have outstanding at any one time. We may terminate your right to originate TEL Entries at any time.

WEB Entries. If you elected to initiate WEB Entries, as documented on your Treasury Service Data Supplement Form, and we authorize you to originate WEB Entries on applicable accounts, then such WEB Entries are subject to the provisions of this Section.

- With respect to all WEB Entries, you hereby make each of the representations, warranties and covenants of an Originator of WEB Entries as set forth in the NACHA Rules regarding WEB Entries as of the date of your initial TSRF and each time you initiate a WEB Entry, including, without limitation, that you have employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry (which, at a minimum, validates the account to be debited for the first use of such account number and for each subsequent change to such account number), received written authorization from the Receiver, employed commercially reasonable methods of authentication to verify the identity of the Receiver, taken commercially reasonable steps to verify that routing numbers are valid and will conduct an annual audit to ensure that the financial information obtained from Receivers is protected by adequate securities practices in accordance with the NACHA Rules.

CCD/CTX Entries. If you elected to initiate CCD or CTX Entries, as documented on your Treasury Service Data Supplement Form, and we authorize you to originate CCD or CTX Entries on applicable accounts, then such CCD or CTX Entries are subject to the provisions of this Section.



- Wholesale credit transactions submitted as CCD or CTX Entries must comply with Article 4A of the Uniform Commercial Code as adopted in Missouri, as now or hereinafter in effect ("Article 4A") and your rights and obligations with respect to such Entries are governed by Article 4A. Credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403(a) of Article 4A. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and you will not be considered to have paid the amount of the credit Entry to the Receiver.

RCK Entries. If you elected to initiate RCK Entries, as documented on your Treasury Service Data Supplement Form, and we authorize you to originate RCK Entries on applicable Accounts, such RCK Entries are subject to the provisions of this Section.

- With respect to all RCK Entries, you hereby make each of the representations, warranties and covenants of an Originator of RCK Entries as set forth in the NACHA Rules regarding RCK Entries as of the date of your initial TSRF and each time you initiate a RCK Entry. Immediately upon our request, you will provide us with a copy of a returned Check.

POP Entries. If you elected to initiate POP, as documented on your Treasury Service Data Supplement Form, and we agree to permit you to originate POP Entries on applicable Accounts, such POP Entries are subject to the provisions of this Section.

- With respect to all POP Entries, you hereby make each of the representations, warranties and covenants of an Originator of POP Entries as set forth in the NACHA Rules regarding POP Entries as of the date of your initial TSRF and each time you initiate a POP Entry, including, without limitation, that you have posted the required notices, have obtained Receiver's written authorization and provided a copy of same to Receiver in accordance with the NACHA Rules. We may, at our option and in our sole discretion, establish exposure limits limiting the number and/or dollar amount of POP Entries which you may have outstanding at any one time. We may terminate your right to originate POP Entries at any time.

ARC and BOC Entries. If you elected to initiate ARC and BOC Entries, as documented on your Treasury Service Data Supplement Form, and we agree to permit you to originate ARC and BOC Entries on applicable Accounts, such ARC and BOC Entries are subject to this Section.

- Without limiting your representations and warranties set forth elsewhere in the Agreement, with respect to all ARC and BOC Entries, you hereby make each of the representations, warranties and covenants set forth in the NACHA Rules for an Originator of ARC and BOC Entries as of the date of your initial TSRF and each time you initiate an ARC or BOC Entry, including, without limitation, that prior to the receipt of each Check converted into an ARC or BOC Entry, you have provided a clear and conspicuous notice to the consumer in accordance with the NACHA Rules, and for BOC Entries, you have employed commercially reasonable



procedures to verify the identity of each consumer receiving BOC Entries, and maintain a working telephone number, answered during your normal business hours, for consumers to make inquiries regarding BOC transactions.

Tax Payment Service Entries.

- **General.** Our tax payment service facilitates your remittance of tax payments to the appropriate taxing authority. You may deliver Instructions to us to make such ACH tax payments. Tax payment Instructions must conform to the content, format, deadlines and other specifications we establish and the applicable taxing authority, as communicated to you from time to time. The expense and risk of transmitting such Instructions is your sole responsibility.
- **Liability Limitations.** We have no liability for failure to transmit any tax payment Instructions we receive too late to complete on the same day and shall have no liability for our inability to transmit tax payments as a result of incorrect or inaccurate Instructions or system problems. If we make an overpayment of your tax liability due to our failure to carry out your timely and conforming Instructions, we will re-credit your account for the amount of the overpayment. In that event, you agree to take such actions as we may reasonably request to obtain a refund of the overpayment and to repay such amount to us. In any event, repayment will be due on the earlier of (i) your recovery of the overpayment, or (ii) the date on which you receive a credit for the overpayment in a subsequent tax payment. If you do not pay in a timely manner or if we underpay your tax liability due to our gross negligence in failing to carry out your timely and conforming Instructions, the limit of our liability will be the amount of penalty you are required to pay due to such failure. This limitation of liability is supplemental to and does not replace other limitations on our liability stated elsewhere in the Agreement. We have no liability for the accuracy of information contained in Instructions.
- **Company's Warranties.** By requesting and using the ACH Services for origination of tax payments, you represent and warrant to us that you have properly enrolled in the tax payment service and have selected the ACH Credit option. You also represent and warrant that you will meet all special requirements of the tax payment service, including generation of pre-notification entries before the first tax payment is sent.

18. Third Party Sender. The NACHA Rules contain special requirements and impose additional obligations on us when we act as ODFI with respect to Entries you send to us as a Third Party Sender. If you send us any Entries as a Third Party Sender, you are automatically deemed to make the additional agreements and representations to us that are set forth in the NACHA Rules. Nothing set forth herein shall diminish, restrict or otherwise reduce your obligations as a Third-Party Sender under the NACHA Rules, it being the intention of the parties that our rights and remedies under the Agreement are in addition to, and not in lieu of, the rights and remedies available under the NACHA Rules. You shall keep yourself continuously informed of changes in the NACHA Rules. The agreements and warranties that you make as a Third-Party Sender include, without limitation, the following:



- a. You shall notify us that you are a Third Party Sender; as documented on the TSRF;
- b. You shall provide us with any information we deem reasonably necessary to identify each Originator for which we transmit Entries (including, without limitation, the Third Party Sender Form), and shall provide such information no later than two Business Days after such information is requested by us and at least six days prior to the first settlement for such Originator;
- c. You will enter into a written agreement with each Originator and each Originator will have assumed the responsibilities of Originators under the NACHA Rules, including, without limitation, that the Originator agrees to (i) assume the responsibilities of an Originator under the NACHA Rules, (ii) be bound by the Rules, (iii) not initiate any Entries that violate Applicable Law or the NACHA Rules, and (iv) such additional terms as we may require, including terms limiting our liability. To the extent you or the Originator violate any of the applicable NACHA Rules and NACHA imposes a fine on us because of the violation, we may charge the fine to you;
- d. You will not originate Entries that exceed your Transaction Limits as documented on your Treasury Service Data Supplement Form;
- e. You will make payment to us for any Credit Entries and will immediately reimburse us for any third party claims, demands or other process recognized by the NACHA Rules (such as returns, reversals, adjustments, reclamations or claims based on breach of any warranty made by Originators or Third Party Senders under the Rules) to the extent that we are required to reimburse or indemnify any Receiver, RDFI or other third party in respect of an Entry;
- f. You warrant that you make the warranties and assume the liabilities of an ODFI under the NACHA Rules;
- g. You shall indemnify us for any failure of an Originator for which you act as a Third Party Sender to perform its obligations as an Originator under the NACHA Rules;
- h. You shall comply with and assure that each Originator for which you act as a Third Party Sender complies with Applicable Law, including the Electronic Funds Transfer Act, Regulation E, OFAC regulations, the NACHA Rules and applicable state laws and regulations, to the extent that the same may be applicable to the ACH Transactions processed hereunder;
- i. You shall complete a due diligence review and audit satisfactory to us for each Originator for which you act as a Third Party Sender at least annually to ensure compliance by such Originator with Applicable Law and the Agreement, and shall provide us with all information requested by us for us to determine whether your due diligence review and audit procedures are satisfactory to us;



- j. You shall provide us with an annual certification of the completion of your due diligence review and audit for each Originator for which you act as a Third Party Sender no later than December 31st of each calendar year and shall, upon our request, provide to us all of your due diligence materials and audit reports relating to any such Originator;
- k. We, acting on our own behalf or through third parties, shall have the right to audit each Originator for which the Third Party Sender transmits Entries for compliance with Applicable Law and the requirements of Third Party Sender's agreement with the Originators;
- l. To the extent you complete an external audit of your Company that includes any review of its operations as a Third-Party Sender, you agree to provide us a copy of any such report;
- m. You shall (i) not misrepresent us, the ACH Services or our relationship with you, including any misrepresentation that you are our agent or have the authority to bind or obligate us to any other agreement, (ii) obtain our prior approval of any written materials you use pertaining to the ACH Services, (iii) comply with our policies and procedures pertaining to the ACH Services and to Third Party Senders, including without limitation any audit and compliance policies and procedures which may be provided by us from time to time, and (iv) ensure that its representatives comply with the Agreement.

19. Third Party Service Providers. We reserve the right to refuse to permit the use of any Third Party Service Provider through which you access ACH Services and/or that assists you in the preparation or transmission of Entry information to us (an "ACH Vendor"). Any use of an ACH Vendor is subject to our prior approval and shall be identified to us in writing. If we, in our sole discretion permit you to use an ACH Vendor, then: (i) you are fully responsible for the actions of the ACH Vendor, and (ii) the ACH Vendor is your agent and you are liable for (a) any file transmission the ACH Vendor transmits to us in your name following the Security Procedures, whether or not such file was in fact authorized by you; (b) failure by the ACH Vendor to comply with any Security Procedures or operating requirements relating to the ACH Service; (c) all fees, costs and expenses owed to ACH Vendor for its services; and (iv) any claims, damages, costs and/or expenses incurred as a result of the ACH Vendor's failure to perform, delay or error in performing its services or failure to follow the applicable Security Procedures or NACHA Rules. We may rely on the information provided by you to determine that the ACH Vendor is currently authorized to deliver Entry information to us on your behalf. We may, at our sole option, require your ACH Vendor to execute documentation establishing ACH Vendor's obligations in providing Entries on your behalf to us.

20. Your Records and Review. You shall retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or Entry for thirty (30) days following receipt by us of the deposit, file, Entry, transmission or other order affecting an account. You agree to be bound by and comply with Applicable Law, all applicable provisions of the NACHA Rules (including, without limitation, those requiring you to render account numbers used in the initiation of Entries unreadable when stored electronically) and any directions provided by us from time to time, regarding



the retention of documents or any record, including, without limitation, your responsibility to retain all items, source documents, and records of authorization in accordance with the NACHA Rules, and to timely provide such records to us in accordance with the NACHA Rules upon our request. Without limiting the generality of the foregoing, you will obtain all consents and authorizations required under the NACHA Rules and retain such consents and authorizations for two years after they expire.

B. BILL PAYMENT SERVICE TERMS

- 1. Overview.** We provide the Bill Payment Service through a Service Provider. The Service Provider processes bill payments and will provide certain customer service assistance. Additional details and directions are available through the Bill Payment Service. We will make the Bill Payment Service available to you at our discretion. We may, at our option and in our sole discretion, remit and manage payments, stop and cancel payments, or terminate your right to do so at any time.
- 2. Using the Bill Payment Service.** The Bill Payment Service permits you to schedule and make payments to Payees. The Bill Payment Service allows you to make payroll payments to your employees by designating them as Payees and providing Payment Instructions for such payments in the Bill Payment Service. Access of the payroll features of the Bill Payment Service may be made available at our approval. By using the Bill Payment Service, you authorize us to process the payments and other transactions you request from time to time through use of the Bill Payment Service. You also authorize us to debit your Account(s) in accordance with the Agreement. The Agreement does not alter your liability or obligations that currently exist between you and your Payees.
- 3. Designated Bank Account.** You must designate (i) the Account from which the payments are to be made; (ii) the complete name of the Payee, your account number with the Payee, and the Payee's remittance address, all exactly as shown on the Payee's billing statement or invoice; (iii) the amount of the payment; and (iv) the date you want the payment to be processed. Some transactions may take longer to be credited to the account you hold with the Payee due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions. We are not responsible for delays that may occur after the Payee receives the payment. If the date you want the payment to be processed is not a Business Day, your payment will be processed the next Business Day. By using the Bill Payment Service, you agree, based upon Instructions received under your password, we can charge your Designated Account by Electronic Funds Transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that any fees associated with the Bill Payment Service will be charged to the primary checking Account designated for the Bill Pay Service. We reserve the right to refuse to pay any Payee designated by you. If we do so, we will notify you promptly.
- 4. Paper Checks.** If the Payee is to be paid by paper check (as indicated on the Bill Payment list), you understand and agree that paper checks are mailed to the Payee, and the Payee may not receive the



payment until seven (7) to ten (10) Business Days after the date the payment is created and your Account will be debited upon presentment of the check. Your Account may also be debited on a date sooner than the date selected as part of the transaction. You understand and agree we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill Payee to properly post a payment to your account with the Payee.

- 5. Electronic Payments.** If the Payee is to be paid electronically (as indicated on the Bill Payment list), you understand and agree the Payee may not receive the payment until up to three (3) Business Days after the date the payment is created, and your Account will be debited immediately. You understand and agree we are not responsible for the improper transmission or handling of payments by a third party such as the failure of the bill Payee to properly post a payment to your account with the Payee.
- 6. Payment Scheduling—Standard Payments.** When a payment is scheduled through the Bill Payment Service, you must allow sufficient time for us to receive and process the Scheduled Payment before the Scheduled Payment Date. You will not be able to select a date for a Scheduled Payment if there is not sufficient time for us to process the payment on that date.
- 7. Payment Limits.** No payment made through the Bill Payment Service may exceed \$35,000.00 without approval by us. In addition, the total amount of all payments made through the Bill Payment Service in a single day may not exceed \$50,000.00 without approval by us. For security purposes, we may establish additional limitations or make modifications to the foregoing limitations. Payments to an individual using the Pay A Person option may not exceed \$1,200.00 for a single transaction or \$2,400.00 in a single day. We may establish additional limitations or make modifications to these current limitations at our discretion.
- 8. Payment Authorization and Payment Remittance.** By providing us Payment Instructions through the Bill Payment Service, you authorize us to follow all such Payment Instructions. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee requirements. By making a Payment Instruction, you authorize us to debit your Account and remit funds on your behalf in accordance with the Payment Instruction. You further authorize us to credit your Account(s) for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.
- 9. Payees Outside of the U.S.** Payments to Payees outside of the United States or its territories or payments prohibited by law, including payments to unlawful Internet gambling sites, may not be made through the Bill Payment Service. Tax payments and court-ordered payments are exception payments, which may be scheduled through the Bill Payment Service; however, you acknowledge and agree that such payments are discouraged and are scheduled at your own risk. IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOU REQUESTING AND SCHEDULING ONE OF THESE TYPES OF PAYMENTS. We are not required to research or resolve any claim resulting from an exception



payment. You acknowledge and agree that all research and resolution for any misapplied, incorrectly posted, or misdirected payments will be your sole responsibility.

10. User Acknowledgements. The Bill Payment Service also allows you to receive and pay bills electronically using Bill Delivery and Presentment. If you activate this feature, you agree to and acknowledge the following:

- a. **Activation.** Upon activation of the electronic bill feature, we may notify the Payee of your request to receive electronic billing information. We may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee for purposes of the Payee informing you about bill information. Each electronic Payee has the right to accept or deny your request to receive electronic bills. You will receive a Payees bills electronically through the Bill Payment Service only if you have designated it as a Payee and the Payee has arranged with our Service Provider to deliver bills electronically. The presentment of your first electronic bill for a Payee may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the option of the Payee. While the electronic bill feature is being activated, it is your responsibility to keep your accounts current.
- b. **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Payee authorizes us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your access credentials for that Payee. You authorize us to use the access credentials to obtain your bill data.
- c. **Notification.** We will use commercially reasonable efforts to provide all of your electronic bills promptly. In addition to notification within the Bill Payment Service, we may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that this information is accurate. If you do not receive notifications, it is your responsibility to periodically log on to the Bill Payment Service and check on the delivery of new electronic bills. The time for notifications may vary from Payee to Payee. You are responsible for making sure that your bills are paid on time.
- d. **Your Information with Payee.** We are unable to update or change your information such as, but not limited to, name, address, phone numbers, and email addresses with the Payee. Any changes will need to be made by you by contacting the Payee directly. You will maintain all access credentials for all electronic Payee websites. You will not use someone else's information to gain unauthorized access to another person's bill.
- e. **Cancellation of Electronic Bill Notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee, and it may take up to sixty (60) days, depending on the billing cycle of each



Payee. The Bill Payment Service will notify your electronic Payee(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of billing. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- f. **Non-Delivery of Electronic Bill.** You agree to hold us harmless should the Payee fail to deliver your electronic bill. Copies of previously delivered bills must be requested from the Payee directly.
- g. **Accuracy and Dispute of Electronic Bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information that we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

11. Canceling a Bill Payment. To cancel a bill payment you have scheduled through the Cash Management Service, you must cancel the payment through the Cash Management Service (by following the on-screen directions) before 1:00 p.m. (Central Standard Time) on the day BEFORE the payment is scheduled to be debited from your Account. Once the bill payment has been debited from your Account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to place a stop payment on a bill payment paid by a paper draft by contacting us by telephone before the paper draft has cleared to place a Stop Payment. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will promptly process your stop payment request. To be effective, the stop payment request must precisely identify (i) the name of the Payee; (ii) the Payee assigned account number; (iii) the amount and scheduled date of the payment; and (iv) the ID number from the Bill Payment View Posting Screen.

C. CASH MANAGEMENT SERVICE TERMS

- 1. **Overview.** The Cash Management Service may be used to access information concerning Accounts and to perform certain transactions. All daily transactions, payments and funds transfers will appear in the account activity in Business Online Banking and on your Account statement(s).
- 2. **Using the Cash Management Service.** Various features are currently available through the Cash Management Service, including, but not limited to:
 - a. View balance and transaction information concerning Accounts;
 - b. View images of checks clearing Accounts;
 - c. Transfer funds between Accounts;
 - d. Make payments on loan Accounts;



- e. Subject to our approval, transfer funds from established lines of credit, if any, if the credit lines are already accessible through an Account;
- f. Schedule future transfers on a one-time or recurring basis;
- g. Make payments to payees other than us from a checking Account ("Bill Payment Service");
- h. Make payments and receive certain payments via the Automated Clearing House network from a checking Account ("ACH Origination");
- i. Make payments via the wire transfer network of the Federal Reserve System from a checking Account ("Wire Transfer Origination");
- j. Send electronic mail messages to us; and
- k. Place stop payment orders for checks written against your Accounts.

At certain times, the Cash Management Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use our Telephone Banking number at 1-800-725-6622, our automated teller machine or a Bank location to obtain information about your Accounts.

3. Access Information.

Access Requirements. To use the Cash Management Service, you must enroll for access and meet the enrollment requirements. You must have a supported operating system and browser on your Access Device. For more information on our supported operating systems and browsers, visit our website at <https://www.GreatSouthernBank.com/personal/online-banking-faq>. Certain features of the Cash Management Service have additional requirements that are set forth in the applicable part of the Cash Management Service Terms.

Hours of Access. You can access the Cash Management Service seven days a week, twenty-four hours a day. Some features of the Cash Management Service are subject to our Business Hours and processing cutoff times. Occasionally, due to an emergency or scheduled maintenance, some or all features of the Cash Management Service may not be available. During these times of unavailability, you may call us or visit one of our locations during Business Hours to obtain information about your Account or Service.

Access Credentials. For security purposes, once your enrollment is approved, you will be issued Access Credentials. You must establish a new password upon your initial login to the Cash Management Service. You must create a complex password that meets the security requirements we establish from time to time. Your password should not be any commonly known personal identification information, such as Social Security number, address, date of birth, or name of friend or family member, and should be memorized rather than written down. Your password is encrypted and will not be known by us. Passwords can be changed through the Cash Management



Service at any time. We strongly recommend that passwords be changed regularly. Upon three unsuccessful attempts to log in to the Cash Management Service, your access will be locked. You can use the self-password reset option to authenticate your access and select a new password. We may disable access due to excessive failed logins or inability to complete a self-password reset.

Protecting Your Information. Your role is essential in preventing misuse of your Accounts through the Cash Management Service. As a result, you agree to (i) promptly examine your statement for each of your Accounts as soon as you receive it; and (ii) protect the confidentiality of your Account and Account number and your personal identification information, such as your company Tax ID number. Personal identification information by itself, or together with information related to your Account, MAY ALLOW UNAUTHORIZED ACCESS TO YOUR ACCOUNT. We have the right to monitor access to the Cash Management Service, including any transactions made through the Cash Management Service for fraud detection purposes, but we have no obligation to do so.

Security. Data transferred through the Cash Management Service is encrypted in an effort to provide transmission security. If you are using the Mobile Banking Application, we use 256-bit encryption to protect your data as it travels to your mobile device. The Cash Management Service utilizes identification technology to verify the sender and receiver of Online Banking transmissions and can be appropriately identified by each other. Even with our efforts to make the Cash Management Service secure, you acknowledge that the Internet is inherently insecure, and 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 the Cash Management Service, or email transmitted to and from us, will not be monitored or read by others. This includes but is not limited to software, such as spyware or key loggers, which may reside on your device, capturing information that could potentially compromise your security.

- 4. Accounts and Governing Agreements.** You shall properly maintain your Accounts, and comply with the Account Agreements, and pay any fees associated with the use or maintenance of your Accounts. The Accounts will continue to be governed by the applicable Account Agreements, except as set forth in the Agreement. These Cash Management Terms will control with respect to the Cash Management Service if there is a conflict between the Agreement or Terms and Conditions and such other Account Agreements. Additionally, each Account and use of the Cash Management Service is subject to the following:
- a. Terms or directions provided by us appearing on a screen when using the Cash Management Service
 - b. Our rules, procedures, disclosures and policies applicable to such Account;
 - c. Agreements or terms and conditions relating to ACH Services or Wire Transfer Services provided by us, as applicable; and
 - d. Rules and regulations of any funds transfer system used in connection with the Cash Management Service, as well as applicable state and federal laws and regulations.



5. **Cutoff Times.** A transfer requested through the Cash Management Service before the transfer cutoff time established by us from time to time on a Business Day will generally be posted to your Account the same day. All transfers requested after the posted transfer cutoff time on a Business Day or on a day that is not a Business Day will be posted on the next Business Day.

RECOMMENDED PROCEDURES TO ENHANCE SECURITY OF ONLINE BANKING

The use of internet-based banking services to transfer funds entails risk, the degree of which depends upon the precautions which you take. Great Southern Bank assumes no responsibility for the precautions which you elect to take, or not to take, in order to safeguard your information and to protect your funds from unauthorized transfers. You should consult with your own information technology providers for recommendations specific to your computer equipment and information systems. However, implementing the following measures is recommended:

- a. Use a computer which is dedicated solely to internet banking. In other words, do not use a computer that is also used for accessing other internet sites, such as checking e-mails or browsing the web. E-mails may contain malware (sometimes referred to as viruses) which could compromise your online banking credentials. Accessing malicious websites or websites infected themselves with malware can also lead to your computer systems, and thus, your online banking credentials, being compromised.
- b. Keep the number of individuals authorized to transfer funds through internet banking (Users) to a minimum, although at least two Users should be required to complete a transfer of funds, sometimes referred to as Dual Control. In order for Dual Control to be effective, Users should not share their online banking credentials with each other and each User should complete their respective responsibilities with respect to a transfer using different computer devices. This will help minimize the risk of an unauthorized wire transfer by online banking credentials being exposed through a single compromised device.
- c. User ID's and passwords should never be stored on any of your computers and you should avoid having them written down. All steps reasonably possible should be taken to protect User ID's and passwords. Never select the browser option for storing User ID's and passwords. Passwords should be complex and changed regularly (immediately if you suspect they have been exposed to others or the moment you suspect any unauthorized access).
- d. Use up to date and commercially accepted antivirus software which is updated automatically on a daily basis. Upgrade all browsers to the latest version and apply upgrades and patches as soon as possible.
- e. Avoid downloading or installing any files or programs from unknown sources.



- f. Ensure your session is encrypted or the website address is preceded with <https://>. A security icon that looks like a lock or key will usually appear on the status bar of your web browser.
- g. Always store token devices in a secure location access of which is restricted to Users. Report any loss of your token device to us immediately.
- h. Do not access internet banking using a public wireless internet (which most likely is not secure) or a non-secure wireless network. Wireless internet facilities are more susceptible to security compromises.
- i. Do not leave any computer unattended until all online banking transactions have been completed and logout of online banking immediately when your transaction has been concluded.
- j. Check your account information and transaction histories on a regular basis to insure that no unauthorized transactions have occurred.
- k. Educate employees about safe e-mail policies and internet usage. Scan any attachments you receive via email using your virus detection software and immediately delete any suspicious e-mail messages with attachments. Junk and chain-e-mails should be promptly deleted. Do not open any e-mail attachments from strangers under any circumstances.
- l. Keep us informed as to any changes with respect to your Users, such as termination of employment.
- m. If you notice suspicious or unusual activity on your accounts, contact us immediately.

D. FUNDS TRANSFER TERMS

- 1. Responsibility for Funds Transfers.** We agree to make reasonable efforts to complete all ACH, wire or intrabank fund transfers requested. We will be responsible for acting only on those Instructions actually received by us and cannot assume responsibility for malfunctions in communications facilities or acts of others not under our control that may affect the accuracy or timeliness of messages you may send. We are not responsible if you provide incorrect Instructions or if the Instructions are not received prior to our published cutoff times. You have no right to cancel or amend a transfer after we execute it. We may attempt to revoke a transfer that has not been executed if the request is received in a time and manner that gives us a reasonable time to act upon it, but we make no warranty as to our ability to revoke or cancel a transfer once made. You agree to hold us harmless against claims of third parties when we revoke or cancel any funds transfer Instructions.



2. **Notification of Unauthorized Transfers/Customer Liability.** You must IMMEDIATELY notify us at 1-800-749-7113, ext. 7020 if you believe any Access Credentials are lost or stolen, or if you believe someone has transferred or may transfer money from an Account without your permission, or if you suspect any fraudulent activity on an Account. No Bank employee will contact you via email or telephone requesting any part of an Access Credential. If you are contacted by anyone requesting this information, you should contact us immediately. WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING ANY ACCESS CREDENTIALS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE, AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.
3. **Canceling a Funds Transfer.** Same day transfers requested through the Cash Management Service can be cancelled if the cancellation request is received by us prior to the established Cut-Off time of 7:00 p.m. (CT). Scheduled transfers can be canceled any time up to 7:00 p.m. (CT) on the date they are scheduled to be processed. Transfers that have been processed cannot be cancelled.

E. RETAIL LOCKBOX SERVICE TERMS

1. **Overview.** You authorize us to act as your agent with respect to all checks ("Items") which we receive on your behalf, and in connection therewith shall act under your direction and control. Upon our review and acceptance of the TSRF we shall serve as your lockbox agent and will perform the lockbox, reporting and other services as specified below:
 - a. You will establish a post office box (the "Lockbox") and provide the box number to us, at which we will at all times have unrestricted sole access. You authorize us to have custody of the keys or other means of access to the Lockbox.
 - b. You acknowledge that you are solely responsible for the costs incurred in maintaining the post office box utilized as the Lockbox.
 - c. From time to time during each Business Day on a schedule determined at our discretion, we will collect the contents received in the Lockbox. We will hold as bailee for you, any Items prior to posting the Items for deposit to your Lockbox Account (as defined below).
 - d. All Items received through the Lockbox shall be deposited by us on each Business Day when received, if practical, but in no event later than the next Business Day, into the Account requested as the Lockbox Account (the "Lockbox Account").
 - e. We will open all envelopes received in the Lockbox, remove their contents, handle Items as set forth in paragraph 2 of these Retail Lockbox Service Terms, and provide copies of such



Items and other contents to the extent and through the method directed by you and documented on your Treasury Service Data Supplement Form.

2. Handling of Items. We will handle Items as specified below:

- a. We will image all Items received through the Lockbox and retain copies of such Items in accordance with our document retention policies or for such longer period as required by Applicable Law. Once we destroy the documents and remittance materials, the images that we capture during their processing will be the only source of information about their contents. We will have no liability for any missed image or if any image we capture is not legible. We shall have no responsibility for any failure to maintain or provide a record if we are unable to do so by reason of oversight, film or equipment failure or any other circumstances.
- b. We will stamp all Items received through the Lockbox with an endorsement on your behalf stating the following: "For Deposit only to: (customer name)." We will not inspect any Item for the drawer's signature or date or for restrictive or conditional clauses or endorsements, including, without limitation, statements such as "paid in full" or similar language, or Items with qualifications of conditions, including, without limitation, statements such as "void if not paid in 30 days", "interest only" or "endorsement acknowledges accord and satisfaction." We will have no liability for, and you assume all risks and liabilities resulting from and will hold us harmless and indemnify us for all losses, costs and expenses resulting from, our processing any Item for deposit to the Lockbox Account that that does not include an effective drawer's signature or that contains (or the terms of such Item or the timing of its deposit is inconsistent with) any such restrictive or conditional clauses or endorsements.
- c. We will deposit Items received through the Lockbox bearing differences in written and numerical amounts in accordance with our established procedures, in our discretion.
- d. We will return incomplete Items received through Lockbox to you, unless otherwise indicated by you and documented on your Treasury Service Data Supplement Form, and agreed to by us.
- e. Items received through Lockbox returned to us as uncollected funds, as a result of missing endorsements or otherwise will be returned to you, unless otherwise indicated by you on your Treasury Service Data Supplement Form, and agreed to by us.
- f. We will re-deposit Items received through the Lockbox returned to us for reasons of "Refer to Maker" or "non-sufficient funds" or words or similar import.
- g. We will return to you Items received through the Lockbox not paid and returned to us, including such Items received through the Lockbox not paid and returned to us after being redeposited pursuant to this paragraph 2f.



- h. All Items received by us not payable to you or some reasonable variation thereof, will be returned to you, unless otherwise indicated by you and documented on your Treasury Service Data Supplement Form, and agreed to by us.
 - i. In general, with respect to processing Items received through the Lockbox, we will process such Items in accordance with applicable federal and state statutes and regulations and otherwise in accordance with our established procedure.
 - j. An Item denominated in Canadian dollars and/or drawn on a Canadian bank will be deposited in the Lockbox Account, subject to applicable exchange rates. An Item denominated in any other foreign currency and/or drawn on a foreign bank will not be deposited to the Lockbox Account.
 - k. If you receive an Item that should have been delivered to a Lockbox, you may forward it to our lockbox department. We will process all such Items automatically and without inspecting them. If you have more than one Lockbox, you must designate the Lockbox through which we should process the Item.
 - l. We will deposit any cash received in a Lockbox into your Designated Account(s). Any property other than Items, cash and related remittance materials received in a Lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a Lockbox.
- 3. Minimum Balance.** We at all times reserve the right to designate a minimum balance requirement for your Lockbox Account, which is to be used to cover any returned Items. You agree to maintain the designated amount in the Lockbox Account for the period we specify after the Lockbox Service is terminated to cover such potential returned Items.
- 4. Authorization.** You authorize us to release the Items and records related to the Lockbox Account in accordance with the specific provisions of these Retail Lockbox Service Terms.
- 5. Interim Period.** In the event that any Items intended for deposit in the Lockbox Account are received by us other than by receipt in the Lockbox, we will process such Items in accordance with these Retail Lockbox Service Terms, subject to any delays caused by the non-standard delivery of such Items.

F. MOBILE BANKING APP TERMS

- 1. Overview.** We provide a Mobile Banking App, which allows you to access the Cash Management Service, including some features of the Cash Management Service available only on the Mobile Banking App. To use the Mobile Banking App, you must be enrolled for the Cash Management Service



and must have a compatible mobile device equipped to access the Internet. You may also be required to accept an additional agreement when you install your Mobile Banking App.

Additional charges may apply for use of your mobile device or Internet usage, depending on your wireless carrier. Please consult your wireless provider/carrier for details on correlated rates and charges.

All terms and conditions applicable to the Cash Management Service also apply to your use of the Mobile Banking App.

G. MOBILE CHECK DEPOSIT TERMS

- 1. Overview.** At our option, you may use the Mobile Check Deposit Service. You must enroll and be approved by us. Upon enrollment of your Account, Mobile Check Deposit allows you to make deposits to your Account remotely by capturing and transmitting images of checks to us in compliance with our requirements. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Check Deposit. We will choose how the substitute checks or images are cleared, presented for payment, and collected. We may change, modify, add or remove Mobile Check Deposit features at any time, with or without notice to you. In the event that your item is returned unpaid, you will only receive a copy of the substitute check or image.
- 2. Access Requirements.** In order to use Mobile Check Deposit, in addition to the requirements for the Cash Management Service, you must have access to a current version of our Mobile Banking App on a camera-enabled device that meets the technical requirements for the Cash Management Service. The technical requirements may change from time to time.
- 3. Limits.** We may impose limits on the dollar amount or number of deposits you or any User may make through the Mobile Check Deposit Service and such limits shall be provided to such User when such User accesses the Mobile Check Deposit Service. We may change such limits at any time at our discretion.
- 4. Deposit Disclaimers & Requirements.** When using Mobile Check Deposit, you may experience technical or other problems, including, without limitation, problems with your Access Device or transmission problems. We are not responsible for such technical or other problems. Each check image you attempt to deposit using Mobile Check Deposit must be clearly readable by us. If your equipment produces check images that we determine are not clearly readable, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections



even if you are using equipment that meets our technical requirements. If you are using a wireless service to access Mobile Check Deposit, we cannot guarantee and are not responsible for your wireless service.

At our option, we may choose not to accept any image of a check you submit through Mobile Check Deposit. Without limiting our option, you agree that you will only seek to deposit original "checks," as that term is defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229, that are collectible (i.e., properly payable).

- a. You can deposit most paper checks that are properly payable to you, and have not already been deposited.
- b. You cannot deposit foreign checks, bonds, third party checks, returned or re-deposited items or rebate checks using the Mobile Check Deposit Service ("Prohibited Checks").
- c. For any check deposited as an image through Mobile Check Deposit, you must write on the check: "[signature] For GSB Mobile Deposit Only" or as otherwise instructed by us before you scan the check. Checks received that are not submitted according to these requirements may be rejected.

You must submit an image of both the front and back of the check you are depositing. We are not responsible for check images we do not receive or that are dropped during transmission. A check image is received by us only when we send to you a confirmation receipt. When we confirm receipt of your check image, the image will still need to be reviewed by us before we submit it for collection and may still be rejected for any reason at our option. A confirmation is not a representation, warranty or other indication that the check image will be presented for collection or will be honored by any collecting or paying bank. If we reject a check image received through Mobile Check Deposit, then you may submit the original check by mail to us for processing unless we instruct you otherwise, or you may contact the drawer and have them reissue the check. If you submit the original check for processing, we may refuse to process it and instead you must have the check reissued.

Once your check image has been deposited in your Account, you must write "VOID" on the original check and keep it for sixty (60) days. You may not cash the original check or any image or substitute check created from the original check for payment anywhere else. During this sixty (60) day period, you must keep the original paper check as safely as you would keep a blank check. You must make the original paper check available to us for review at any time, in the event we need to help the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your Account, even if this may overdraw your Account, and to pay any associated fees. Immediately after this sixty (60) day period, you must completely destroy the original paper check.



- 5. Funds Availability Schedule.** We generally apply the terms of the Great Southern Bank Funds Availability Schedule to check images received through Mobile Check Deposit as if we had received the original paper check. However, in addition to any exceptions specified in the Great Southern Bank Funds Availability Schedule, we may delay availability of funds from any deposit you make through Mobile Check Deposit at any time at our option, including because of any concern we may have regarding our ability to collect based upon any check image that you present. The cutoff time for submitting a Mobile Check Deposits is 7:00 PM Central Time on Business Days. If your deposit requires additional review, availability may be delayed even if the deposit was made before the cutoff time.
- 6. Representations and Warranties.** Each time you scan and submit check images of the front and back of the original check for deposit through Mobile Check Deposit, you represent and promise that:
- a. Each check “Front” image is a complete and accurate representation of the front of a negotiable check;
 - b. Each check “Back” image is a complete and accurate representation of the back of a negotiable check;
 - c. The “Front” and “Back” image submitted together are for the same negotiable check;
 - d. The image is NOT a Prohibited Check;
 - e. Each check image is clearly readable;
 - f. The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer;
 - g. You will not attempt to deposit the original check;
 - h. No later transferees of your check image, or any substitute check created from your check image, including but not limited to Great Southern Bank, shall have a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check; and
 - i. All information you have provided to us is complete, accurate and true.

Each time you scan and submit check images for deposit through Mobile Check Deposit, you also warrant the following:

- a. You have the right to deposit the check;



- b. All signatures on the image are real and authorized;
- c. The image has not been altered;
- d. The image is not subject to a defense or claim which can be brought against you;
- e. You don't know of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer; and
- f. If the image is a demand draft, creation of the image according to the terms on its face was authorized by the person identified as drawer.

In addition to these warranties, you covenant that you will comply with the Agreement, your Account Terms and Conditions and Applicable Law.

7. **Cancellation Requests.** To request cancellation of a deposit you made using Mobile Check Deposit, please contact us at 800-749-7113. Cancellation of a deposit is at our option. Sufficient funds must be available for us to cancel the deposit. Deposits that have already been sent for collection cannot be canceled.

H. POSITIVE PAY SERVICE TERMS

1. **Overview.** These Positive Pay Service Terms govern each of the following types of services as listed below and made available through the Positive Pay Service.
 - Check Positive Pay
 - ACH Positive Pay
 - Reconciliation
 - BAI2 & Custom Extracts
2. **Limitation of Liability.** The notification deadline set forth in paragraphs 5 and 7 establish the standard by which you will be considered to have exercised reasonable promptness with regard to the daily transmission and daily notification of Exception Items which will be considered a statement of account under the Uniform Commercial Code. We will process such items in good faith and with ordinary care in the circumstances (which include the procedures set forth herein). Procedures in place for other Services or Items will not be applicable in determining whether we have satisfied the foregoing responsibilities.



Pay Decision. We will follow your Instructions with regard to paying items in accordance with paragraphs 5 and 7. Any Exception Item drawn on the Designated Account that you authorize us to pay in accordance with these Positive Pay Service Terms will be paid without our performing any other verification procedures. You hereby agree that once you have authorized the payment of an Exception Item against the Designated Account, we shall have no liability whatsoever for paying the check or ACH transaction, regardless of whether or not the item was validly issued by you and whether or not we have performed any additional verification procedures for the Item, such as, the authenticity or alteration of any Item, presence or validity of signatures, dates, or amounts thereon. You agree to indemnify and hold us harmless from any losses or liabilities you may suffer or incur as a result of us paying a check or ACH Transaction against the Designated Account based upon your Pay Decision and in accordance with paragraphs 5 and 7, as applicable. If your account does not have sufficient available funds to pay an Exception Item, we will not be required to pay any Exception Item presented against such account.

Return Decision. Any check that we return in accordance with these Positive Pay Service Terms will be deemed to not be properly payable. You shall be liable to any party and hold us harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law you may suffer or incur as a result of us returning a check or ACH Transaction against the Designated Account based upon your Return Decision and in accordance with paragraphs 5 and 7, as applicable.

- 3. Customer's Obligations.** Your use of the Service does not modify your obligations to review and report any errors or unauthorized transactions to us in accordance with the Agreement and the Deposit Account Agreement, and shall not be used as a substitute for our stop payment service. The ACH Positive Pay Service is not designed to detect or prevent fraud due to other types of paperless entries (such as wire transfers and electronic funds transfers) to your account. We shall have no responsibility for any liability, loss or damage resulting from (i) us paying any check which matches the issued check file; (ii) at your Instruction, us not paying a check even though the check matches the issued check file; (iii) paying any Exception Item pursuant to your Instructions; (iv) us paying an Exception Item where you have failed to timely provide us with Instructions not to pay the Exception Item; (v) us returning an Exception Item where you have failed to timely provide us with Instructions to pay the Exception Item.

In the event that the online service is not available, you should notify us of payment decisions by phone at 800-749-7113 x7020. For items that you do not wish to pay, we will return items stamped with a reason deemed appropriate by us under the circumstances.

CHECK POSITIVE PAY SERVICE TERMS

- 4. Overview.** The purpose of Check Positive Pay is reducing the likelihood that an unauthorized check will be paid against your Designated Account. We will provide you with the means to review checks drawn on the account(s) designated for such service and presented to us for payment and for you to provide pay or return Instructions to us for such checks, with respect to request of such service in the



TSRF. You must submit an issued check file to us in the format and medium that we may establish from time to time for the Check Positive Pay Service and must accurately include all information required by us, at least one (1) Business Day in advance of disbursing issued checks. A separate issued check file is required for each account designated for such Service. You are solely responsible for the accuracy and completeness of all information provided to us.

- 5. Description of Check Positive Pay Service.** We will provide to you a daily transmission of Exception Items drawn on the account(s) designated for such service and presented to us for payment. The daily transmission will be made available to you through the Cash Management Service. All checks presented to us, which do not match an Item in your issued check file, shall be presented to you for review as an Exception Item. We will not identify items on the daily transmission that should not be paid based on any Instruction you may have previously provided to us (for example, stop payment orders). Any such Items will be worked by you as an Exception Item. Exception Items presented for payment will be available for review on the next Business Day by 8:00 am (the "Review Time"). Payment decisions must be actually received by us no later than 10:00 am (Springfield, Missouri time) each processing day (the "Cut-Off Time"), which is each Business Day and may include certain Federal holidays. After the Review Time, and before the Cut-Off Time, you will use the Cash Management Service to indicate to us which Check Exception Items should be paid and which Check Exception Items should be dishonored and returned. If a payment decision for the Check Exception Item has not been received by the Cut-Off Time, we will process the exception based on your Default Handling of Check Exceptions designation, as documented on the TSRF.

Over the counter withdrawals are not included in the Check Positive Pay Service.

ACH POSITIVE PAY SERVICE TERMS

- 6. Overview.** The purpose of ACH Positive Pay is to provide you with the means to review ACH Transactions presented on your account(s) designated for such service, and presented to us for payment and for you to provide pay or return Instructions to us for such ACH Transactions, with respect to request of such service in the TSRF. ACH Positive Pay Service excludes ACH Transactions identified with Standard Entry Class (SEC) Codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded from the ACH Positive Pay Service are any incoming returns and corrections.
- 7. Description of ACH Positive Pay Service.** We will provide to you a daily transmission of ACH Transactions and Exception Items presented on the account(s) designated for such Service and presented to us for payment. The daily transmission will be made available to you through the Cash Management Service. ACH Transactions and Exception Items presented for payment will be available for review on the next Business Day by the Review Time. Payment decisions must be actually received by us no later than the Cut-Off Time, each processing day, which is each Business Day and may include certain Federal holidays. After the Review Time, and before the Cut-Off Time you will use the Cash



Management Service to indicate to us which ACH Transactions should be paid and which ACH Transactions should be dishonored and returned. If a payment decision for the ACH Transactions Exception Items has not been received by the Cut-Off Time, we will process the exception based on your Default Handling of ACH Exceptions designation, as documented on the TSRF.

8. Additional Provisions Applicable to ACH Positive Pay Service.

- a. If an ACH Transaction is paid, the ACH Transaction may not be returned and shall remain paid.
- b. We shall determine, in our sole discretion, the Return Reason Code (as such term is defined in the NACHA Rules) to be used when returning ACH Transactions.
- c. You acknowledge that the return of an ACH Transaction is subject to dispute on the part of the sender. In the event of such a dispute, we must act according to Applicable Laws, including the NACHA Rules.
- d. Customer and Bank acknowledge that ACH Transactions are originated according to the NACHA Rules which require the use of an originator name and company identification number embedded in the transaction to identify its source, and this embedded data is a critical component of our ability to monitor for transactions which you desire to review. If the identifying information in the transaction is inconsistent or is described inconsistently by you, we will not be liable to you for posting an ACH Transaction to your account and any dispute related to such a transaction shall be between yourself and the originator of the transaction.

RECONCILIATION SERVICE TERMS

9. Overview. The Reconciliation Service is to provide you with various reporting options used to assist you in the process of balancing and reconciling activity. Upon receipt and acceptance of the signed TSRF, reporting services will be made available to you via the Cash Management Service.

10. Description of Reconciliation Service. You must submit an issued check file to us in the format and medium that we may establish from time to time for the Reconciliation Service, by the deadline(s), at scheduled day(s), and at the place(s) from time to time specified by us. You are solely responsible for the accuracy and completeness of all information provided to us.

- a. If any Positive Pay Service is active on a Reconciliation Account in conjunction with Reconciliation Service, deadlines are dictated by the applicable Positive Pay Service terms set forth above.
- b. If only the Reconciliation Service (and not any other Positive Pay Service) is active on a Reconciliation Account, all issued items must be received by us before 5:00 pm (Springfield, Missouri time), on the first (1st) Business Day of the following month.



BAI & CUSTOM REPORTS TERMS.

11. Overview.

BAI. BAI Reporting translates your individual bank transaction codes into standard Bank American Institute codes (BAI2 Codes) and provides you with a daily BAI report that contains all balance and transaction data from the previous day in one consistent industry standard format. You understand that the BAI Service may require additional subscription services through the BAI.

Electronic Data Interchange (EDI). The purpose of the EDI Service is to provide you with additional addenda information for incoming ACH Transactions, as made available to us, and accessed via Business Online Banking. We will provide you any available EDI addenda information for the transaction type(s) requested and documented on your Treasury Service Data Supplement Form.

Transaction Extracts. Transaction Extracts provides you with the option of creating an electronic file and report of all check transactions, paid only check items, and ACH Transactions. ACH Transactions can be filtered by debits and credit, or both debit and credit.

I. REMOTE DEPOSIT SERVICE TERMS

- 1. Overview.** The Remote Deposit Service permits you to deposit Checks electronically using a compatible Check scanning device ("Scanner"), access to a software program provided by a third party (the "Software"), and related materials and documentation. For purposes of these Remote Deposit Service Terms, a "Check" shall mean a physical draft, payable on demand and drawn on or payable through or at a United States office of a bank, whether or not negotiable, that is handled for forward collection or return, including a traveler's check.

Through use of the Remote Deposit Service, you may scan paper Checks, make electronic images of such paper Checks in a form acceptable to us ("Images") and electronically transmit such Images to us for deposit. We will process and provisionally deposit into your Designated Account(s) as documented on your Treasury Service Data Supplement Form, the amount reflected on each Check transmitted to us for deposit through Remote Deposit, provided such Check is otherwise acceptable to us for deposit. We will collect each Check deposited through Remote Deposit by transmitting electronically the data contained on the front and back of a Check transmitted as an Image (the "Electronic Check Information") for collection or by creating a Substitute Check (using the Electronic Check Information).



You acknowledge that the Remote Deposit Service is merely a method of deposit and Check collection service and that use of the Remote Deposit service shall not reduce or limit any of your obligations with respect to your accounts at Great Southern Bank, including the Designated Account.

We shall have the right to determine, in our sole discretion, the nature and extent of the Remote Deposit Service and reserve the right to modify the Remote Deposit Service from time to time without prior notice to you, including limits on the amount of Checks you may transmit through the Remote Deposit Service. We may suspend the Remote Deposit Service immediately if we reasonably believe that there has been a breach in the security of the Remote Deposit Service, fraud involving your Account or any Check processed through the Remote Deposit Service or any uncertainty as to the authorization or accuracy of any Electronic Check Information. If you seek to redeposit a Check processed through the Remote Deposit Service which has been returned, we may process that Check on a collection basis.

- 2. Capture and Transmission of Data.** In order to use the Remote Deposit Service, you shall use the Scanner and Software to accurately capture and transmit, in a form acceptable to us, all data contained on each Check necessary to create a Substitute Check, including without limitation, (i) an accurate and readable image of the front and back of the original Check, (ii) all necessary information from the line on the bottom of the original Check containing information concerning the Check and is printed in Magnetic Ink Character Recognition ("MICR Line") that would permit a Substitute Check to be processed on standard Check-sorting equipment, and (iii) all endorsements applied by parties that previously handled the Check in any forward collection or return.

You shall transmit the Electronic Check Information to us only through use of the Scanner and the Software. We will, in our discretion, accept such transmission. We shall have no obligation to accept a transmission that would not constitute a Substitute Check, Checks drawn on a financial institution located outside the United States and Checks created by any person other than the Payor of the Check on which the Payor's signature does not appear.

You shall have no right to delete or redact any Electronic Check Information once it has been transmitted to us.

Checks transmitted for deposit through the Remote Deposit Service are not deemed deposited until accepted for deposit by us, at our location at 218 S. Glenstone, Springfield, Missouri. We may, but are not required to, provide notice to you upon acceptance of a Check. Deposits, which are received and accepted by us prior to the deadline established by us from time to time, will be accepted for deposit as of the Business Day of receipt. You acknowledge that you have been provided with the current funds availability policy, and that our current funds availability policy is available from us upon request either by phone at 1-800-749-7113, ext. 7020, or by email at treasuryops@greatsouthernbank.com.



Deposits which are received and accepted by us after the deadline, will be accepted for deposit as of the following Business Day. Deposit of each Check through the Remote Deposit Service is provisional, and such Check may be returned for insufficient funds or other reasons, including, without limitation, claims that a Substitute Check created from the Electronic Check Information does not meet legal equivalence requirements under Applicable Law or that the Electronic Check Information is incomplete or inaccurate. We shall have no responsibility for the delayed return of a Substitute Check that includes any message, text or other information added by you in the depository bank endorsement area on the Electronic Check Information. If a financial institution returns a transaction using the Electronic Check Information or Substitute Check to us, we may charge your account for the amount of the return, return the Substitute Check to you, or re-present the Electronic Check Information or Substitute Check to the financial institution for payment.

You acknowledge that if a deposit of a Check cannot be completed through the Remote Deposit Service for any reason, you are responsible for depositing the Check in person at a Great Southern branch or by mail to the following address: Great Southern Bank, Bank by Mail, PO Box 1550, Springfield, MO 65801-1550. This process may be used if a particular Check cannot be accepted through the Remote Deposit Service or in the event of your equipment failure, power outages, or other events which may prevent you from transmitting, or prevent us from receiving, Electronic Check Information.

- 3. Representations and Warranties.** Each time Electronic Check Information is transmitted to us using the Remote Deposit Service, you represent and warrant to us that: (i) the preparation and presentment of the Electronic Check Information complies with these Remote Deposit Service Terms; (ii) the Electronic Check Information contains all information required to be accurately captured pursuant to paragraph 2 of these Remote Deposit Service Terms and such information represents all information on the front and back of the Check at the time you transmitted the Check through the Remote Deposit Service; (iii) the original Check has not been altered in any manner by you or any third party; (iv) neither the original Check nor any paper or electronic representation of the Check has been previously deposited with us or any other financial institution; and (v) you are making all encoding, transfer, presentment and other warranties made under Applicable Law and the Deposit Account Agreement.
- 4. Customer Obligations.** In using the Remote Deposit Service, you covenant and agree to the following:
 - a. You agree to comply with all existing and future operating procedures established by us for processing of transactions through the Remote Deposit Service. You further agree to comply with all Applicable Law affecting the use of Checks and such Applicable Law is incorporated herein by reference. In the event of a conflict between the Agreement and Applicable Law, Applicable Law will control. Except as specifically required by Applicable Law, you shall not disclose any account information or other personal information of the Payor of a Check to any



third party other than us or an agent of yours solely for the purpose of assisting you in completing a transaction.

- b. You shall establish policies and procedures to detect fraudulent Checks and to ensure a Check is suitable, legally and practically, for conversion to a Substitute Check. These policies and procedures should include, at a minimum, that (i) the Check is written in blue or black ink, (ii) the handwriting on the Check is legible, (iii) the Check conforms in paper stock, dimension, shape, and otherwise with generally applicable industry standards for the form of a Check, (iv) the MICR Line must appear to be fully intact, (v) the Check has a watermark on the back, and (vi) that the Check is signed and endorsed.
- c. Immediately after capturing and transmitting the Electronic Check Information for an original Check to us for deposit through the Remote Deposit Service, you shall stamp or mark the original Check on its face in a way to indicate that the original Check has been scanned for deposit.
- d. You shall establish a policy for retention of original Checks that shall be no less than fourteen (14) days from the date the Electronic Check Information relating to such Check has been transmitted to us. You may retain original Checks for a longer period in order to have such Checks available in the event of any dispute; however, you recognize and agree that such Checks must be retained in a secure manner and acceptable to us in our discretion, with access only by persons with a reasonable need to access the original Checks, and you assume all liability for the loss or theft of the original Checks and for the presentment of such Checks in any manner to us or any other financial institution. In the event you receive notice from us or any third party of any dispute with respect to Electronic Check Information or the underlying original Check prior to the time the original Check is destroyed, you will retain the original Check until we provide you notice that such dispute has been fully resolved. You will promptly provide any original Check in your possession to us at our request to aid in the clearing and collection process or to resolve any claims by third parties with respect to any Check. You shall destroy the original Checks at the expiration of the retention period you establish by shredding such original Checks or by another commercially reasonable method of destruction designed to render the Checks and information contained on the Checks unusable and unreadable.
- e. You shall not submit Electronic Check Information to us or any other financial institution with respect to a Check that has been previously deposited with us or any other financial institution. You will not deposit with us or any other financial institution a Check, Electronic Check Information, or a Substitute Check with respect to a Check you have previously transmitted to us Electronic Check Information.
- f. You will cooperate with us and permit our Bank Representative to periodically visit your site to review your security policies, procedures, information technology infrastructure and your compliance with your obligations pursuant to the Agreement with reasonable advanced



notice during normal Business Days and hours. In addition, you will allow us to review available reports of independent audits performed at your locations related to information technology, the Services and any associated operational processes. Upon our request, you will promptly and accurately complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that we would otherwise review in an audit. You acknowledge that we may mandate specific internal controls at your location(s) and you will comply with any such mandate. You agree to provide us additional information for any Check transmitted through the Remote Deposit Service upon our request for purposes of any investigation relating to such Check, to resolve disputes, to review unusual transactions or as otherwise requested by us from time to time.

- g. You will train your employees and other representatives in the use of the Remote Deposit Service, and are solely responsible for supervising and auditing access to and use of the Remote Deposit Service by such persons.

5. Scanner and Software. This Section 5 applies to the Scanner and any related hardware and Software obtained from us.

Customer's Responsibility for Costs and Risk. You shall be responsible for all costs incurred in connection with the shipment, use, operation or possession of any Scanner or Software except as otherwise set forth in this Section 5. After delivery, all risk of loss associated with the Scanner, including damage, theft or destruction, and including any claim of injury caused by the Scanner will be borne by you. You shall, at your expense, keep the Scanner in good condition, repair, and working order by providing routine mechanical maintenance. After delivery and installation of the Scanner and until cancellation of the Remote Deposit Service, we will assist you in obtaining from the manufacturer or other relevant third party technical support and other information for the operation and use of Scanner and the Remote Deposit Service. You are solely responsible for any other equipment and software you use in connection with the Remote Deposit Service. We shall have no obligation to (i) make changes to the Scanner or Software; (ii) furnish or install operating supplies, accessories or other consumables (such as ribbons, ink, and other supplies); (iii) provide service options, attachments or other equipment or software not part of the Scanner or Software; (iv) provide emergency or other services not specifically provided for in these Remote Deposit Service Terms.

Customer's Use of the Scanner and Software. You shall: (i) use the Scanner and Software in accordance with the User Information; (ii) implement and install Scanner and Software updates in a timely manner after such updates are provided to you; (iii) not bypass or disable any security mechanisms in the Software; (iv) comply with the security procedures as described in Part 1, Section 7; (v) not install the Software in any other computer without the prior consent of us; (vi) ensure that the Scanner is clean and operating properly and inspect and verify the quality of the Electronic Check Information created and transmitted through the Remote Deposit Service; or (vii) use Scanner or Software for any use other than the intended purpose of enabling you to use the Remote Deposit Service. You and your employees or other representatives will immediately



notify us if you know or suspect the Scanner of Software has been infected with a virus or spyware, or has otherwise been intruded upon. You shall have sufficient computer security for accessing the Remote Deposit Service, which shall include anti-virus software, anti-spyware software, updates to the operating system when such updates are available, using 128-bit encryption, and updates to the web browser when such updates are available.

Access to Software. The Software is provided through a vendor to us ("Vendor"). We or the Vendor will make the Software available to you, at our discretion, either through the Internet for download or by CD-ROM. If Software is made available to you through the Internet, you acknowledge that access to the Software or the ability to access the Remote Deposit Service may from time to time be unavailable to you, whether because of technical failures or interruptions, intentional downtime for service or changes to the Software, or otherwise. You agree that any modification of the means of access to the Software, and any reasonable interruption or unavailability of access to the Software, shall not constitute a default by us under the Agreement or give rise to any liability on our part or our Vendor.

Intellectual Property/Limited Sublicense. We grant to you a non-transferable and non-exclusive sublicense to (i) use the Software solely for processing Checks in connection with your own business operations, in accordance with the User Information and solely on a compatible Scanner; (ii) make a reasonable number of copies of and use the User Information in support of your authorized use of the Software; and (iii) copy the Software for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on such copies, subject to the terms of this license. You acknowledge and agree that the Software is valuable, confidential, and proprietary property of ours or our Vendor and agree not to transfer, distribute, sublicense, transfer copy, reverse compile, modify or alter the Software or use the Software or User Information for third party training, or to provide services to third parties. You acknowledge and agree that all right, title and interest in and to the Software and User Information, together with all updates thereto, and all intellectual property rights such as copyrights, patents, and trade secrets pertaining to the Software, are and shall remain owned exclusively by us and any Vendor which licenses Software to us, and represent or contain valuable rights, and are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This subsection of paragraph 5 does not create in you any rights to, and does not constitute an assignment of any rights of ours or our licensors in and to any copyrights, trade secrets, patents or other intellectual property rights of ours or licensors.

In the event of a claim that the Software infringes another party's intellectual property rights (an "Infringement Claim"), we or our Vendor may, at our option, at any time in connection with such Infringement Claim, do any of the following: (i) provide you the right to continue using the Software, (ii) replace or modify the Software with non-infringing software, without a material reduction in functionality or performance, (iii) resolve such Infringement Claim so that you may continue to use the Software, or (iv) immediately terminate the Remote Deposit service. You agree and acknowledge that the remedy provided in this subsection 5. is the sole and exclusive



remedy of yours, and consequently the sole and exclusive liability of us or our Vendor with respect to any Infringement Claim or any related action, and we and our Vendor shall not be otherwise liable to you for providing non-infringing software or for any indirect or other damages resulting from such Infringement Claim.

You acknowledge that violation of your commitments regarding the Software as set forth in this subsection 5 may cause irreparable harm to us and/or our Vendor and agree that we shall be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

- 6. Account.** You will maintain with us the Designated Account for the purpose of providing available funds and for deposit of received funds in connection with the use of the Remote Deposit service. Unless we otherwise require you to maintain collected funds, you agree to maintain sufficient available funds in the Designated Account or (at our option), in other Deposit Account(s) maintained at with us to support any transaction initiated under the Remote Deposit Service and to cover any fees you are obligated to pay under the Agreement. If at any time there are not sufficient collected funds in the Designated Account to cover all of your outstanding transactions and other payment obligations under the Agreement, you agree to immediately pay us, on demand, the amount of any deficiency in such outstanding transactions and obligations. We may, without prior notice or demand, obtain payment from you for any of your obligations under the Agreement by debiting any account belonging to you at our Bank.
- 7. Settlement Reserve.** You may be required to maintain a reserve in the Designated Account or, at our option, another Deposit Accounts with us in an amount to be solely determined by us in connection with the Remote Deposit service (the "Settlement Reserve"). You hereby acknowledge and agree that such Settlement Reserve will be deposited in the Designated Account or other Deposit Accounts maintained with us for exclusive use by us for purposes of offsetting any of your obligations under the Agreement. If your Settlement Reserve falls below the required Settlement Reserve, you authorize us to deposit funds in an amount equal to the shortfall in the account containing the Settlement Reserve from any account belonging to you at our Bank. No interest will be paid on the Settlement Reserve. You grant us a security interest in any Settlement Reserve so that we may enforce any obligation owed by you under the Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve and our security interest in the Settlement Reserve shall survive the cancellation of the Service until you have no further obligations under these Remote Deposit Service Terms.
- 8. Returns.** You shall choose how returned items are to be handled pursuant to the Returned Items Instruction submitted by you to us, as modified from time to time, subject to our acceptance of such Returned Item Instruction.



- 9. Account Reconciliation.** All transactions which result in a debit or credit to Account initiated by you using the Remote Deposit service will be reflected on your monthly account statements. You will notify us, within thirty (30) days after the mailing of the account statements by us of any discrepancies between the account statements and your record of transactions initiated through the Remote Deposit service. Your failure to notify us within said time period of any such discrepancies will preclude you from asserting any claims for damages or other liabilities against us by reason of such discrepancies.

J. REPURCHASE AGREEMENT SERVICE TERMS

By executing and submitting the TSRF to Seller, Buyer hereby agrees to the following:

- 1. Applicability.** From time to time Buyer and Seller may enter into transactions in which Seller agrees to transfer to Buyer securities or financial instruments (“Securities”) against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as (a “Transaction”) and shall be governed by the Agreement, unless otherwise agreed in writing.
- 2. Initiation; Confirmation; Termination.** An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

Upon agreeing to enter into a Transaction hereunder, Seller shall promptly deliver to the other party a written confirmation of each Transaction (a “Confirmation”), describing the Purchased Securities and certain other terms of such Transaction. The Confirmation, together with the Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and the Agreement, the Agreement shall prevail.

In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the Business Day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to paragraph 4 hereof) against the transfer of the Repurchase Price to an account of Buyer.



- 3. Margin Maintenance.** If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyers Margin Amount for all such Transactions (a “Margin Deficit”), then Buyer may by notice to Seller require Seller in such Transactions, at Seller’s option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer (“Additional Purchased Securities”), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyers Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).
- a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller’s Margin Amount for all such Transactions at such time (a “Margin Excess”), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer’s option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller’s Margin Amount (increased by the amount of any Margin Excess as of such date arising from any transactions in which such Seller is acting as Buyer).
 - b. Any cash transferred pursuant to this paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.
 - c. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under paragraph 3 and subparagraph a of this paragraph may be exercised only where a Margin Deficit or Margin Excess exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into such Transactions.)
 - d. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under paragraph 3 and subparagraph 3a of this paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under the Agreement).
- 4. Income Payments.** Where a particular Transaction’s term extends over an Income payment date on the Securities subject to that Transaction, Buyer shall, as the parties may agree with respect to such Transaction (or, in the absence of any agreement, as Buyer shall reasonably determine in its discretion), on the date such income is payable either (i) transfer to or credit to the account of Seller an amount equal to such Income payment or payments with respect to any Purchased Securities subject to such Transaction or (ii) apply the Income payment or payments to reduce the amount to



be transferred to Buyer by Seller upon termination of the Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit.

- 5. Security Interest.** Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all proceeds thereof.
- 6. Payment and Transfer.** Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All securities delivered by one party hereto to the other party (i) shall be in suitable form for delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank or any other financial intermediary or depository, or (iii) shall be delivered by any other method mutually acceptable to Seller and Buyer. Unless otherwise indicated in the Confirmation for a Transaction, we shall retain possession and custody of the Purchased Securities that are the subject of such Transaction. As used herein with respect to Securities, “delivery” is intended to have the same meaning as used in Section 400.8-301 of the Missouri Revised Statutes or, where applicable, in any federal regulation governing transfers of the Securities.
- 7. Segregation of Purchased Securities.** To the extent required by Applicable Law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to the Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial intermediary or a clearing corporation. Title to all Purchased Securities shall pass to Buyer and unless otherwise agreed by Buyer and Seller, nothing in the Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to paragraphs 2, 3 or 10 hereof, or of Buyer’s obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to paragraph 4 hereof. In all Transactions for which (i) the Repurchase Date is the Business Day immediately following the Purchase Date, and (ii) Seller retains custody of the Purchased Securities that are the subject of such Transaction, Seller expressly agrees that (a) Seller is acting as the agent of Buyer and (b) in addition to any other rights Buyer has under paragraph 10 of these Repurchase Agreement Service Terms, if an Event of Default occurs in which Seller is the defaulting party, Buyer has the right to direct Seller (and Seller agrees) to sell such Purchased Securities and apply the proceeds to the satisfaction of Seller's obligations to Buyer under these Repurchase Agreement Service Terms.



Required Disclosure

Seller is not permitted to substitute other securities for those subject to the Agreement and therefore must keep Buyer's securities segregated at all times, unless in the Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy the lien or to obtain substitute securities.

- 8. No Deposit Insurance on Transactions.** BUYER HEREBY ACKNOWLEDGES THAT ANY FUNDS HELD BY SELLER PURSUANT TO A TRANSACTION HEREUNDER ARE NOT DEPOSITS OF SELLER, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTED. SHOULD SELLER FAIL, BUYER WILL BE TREATED AS THE OWNER OF THE SECURITIES OR IN THE ALTERNATIVE, A SECURED CREDITOR, BUT BUYER MAY BE TREATED AS AN UNSECURED GENERAL CREDITOR TO THE EXTENT THAT THE MARKET VALUE OF THE PURCHASED SECURITIES FALLS BELOW THE OUTSTANDING AMOUNT OF SELLER'S REPURCHASE OBLIGATION TO BUYER.
- 9. Representations.** Buyer and Seller each represents and warrants to the other that (i) they are duly authorized to execute and deliver the Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) it has obtained all authorizations of any governmental body required in connection with the Agreement and the Transactions hereunder and such authorizations are in full force and effect and (iv) the execution and delivery of the TSRF, and the performance of the Agreement and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction, Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.
- 10. Events of Default.** In the event that (i) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (ii) Seller or Buyer fails, after one business days' notice, to comply with paragraph 3 hereof, (iii) Buyer fails to comply with paragraph 4 hereof; (iv) an Act of Insolvency occurs with respect to Seller or Buyer, (v) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to



have been made or repeated, or (vi) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an “Event of Default”):

- a. At the option of the non-defaulting party, exercised by notice to the defaulting party (which option shall be deemed to have been exercised, even if no notice is given, immediately upon the occurrence of an Act of Insolvency), the Repurchase Date for each Transaction hereunder shall be deemed immediately to occur.
- b. In all Transactions in which the defaulting party is acting as Seller, the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph 10a of this paragraph, (i) the defaulting party’s obligations hereunder to repurchase all Purchased Securities in such Transactions shall thereupon become immediately due and payable, (ii) to the extent permitted by Applicable Law, the Repurchase Price with respect to each such Transaction shall be increased by the aggregate amount obtained by daily application of (x) the greater of the Pricing Rate for such Transaction or the Prime Rate to (y) the Repurchase Price for such Transaction as of the Repurchase Date as determined pursuant to subparagraph 10a of this paragraph (decreased as of any day by (a) any amounts retained by the non-defaulting party with respect to such Repurchase Price pursuant to clause (c) of this subparagraph, (b) any proceeds from the sale of Purchased Securities pursuant to subparagraph (D) (a) of this paragraph and (c) any amounts credited to the account of the defaulting party pursuant to subparagraph (E) of this paragraph) on a 360 day per year basis for the actual number of days during the period from and including the date of the Event of Default giving rise to such option to but excluding the date of payment of the Repurchase price as so increased, (iii) all Income paid after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices owed by the defaulting party, and (iv) the defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party’s possession.
- c. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Prices for all such Transactions, the defaulting party’s right, title and interest in all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.
- d. After one business days’ notice to the defaulting party (which notice need not be given if an Act of Insolvency shall have occurred, and which may be the notice given under paragraph 10 of this paragraph or the notice referred to in clause (b) of the first sentence of this paragraph, the non-defaulting party may:
 - A. As to Transactions in which the defaulting party is acting as Seller, (i) immediately sell, in a recognized market at such price or prices as the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such



Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (ii) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

- B. As to Transactions in which the defaulting party is acting as Buyer, (i) purchase securities (“Replacement Securities”) of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (ii) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source.
- e. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party (i) with respect to Purchased Securities (other than Additional Purchased Securities), for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities therefor over the Repurchase Price for such Purchased Securities and (ii) with respect to Additional Purchased Securities, for the price paid (or deemed paid) by the non-defaulting party for the Replacement Securities therefore. In addition, the defaulting party shall be liable to the non-defaulting party for interest on such remaining liability with respect to each such purchase (or deemed purchase) of Replacement Securities from the date of such purchase (or deemed purchase) until paid in full by Buyer. Such interest shall be at a rate equal to the greater of the Pricing Rate for such Transaction or the Prime Rate.
- f. For purposes of this paragraph 10, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the non-defaulting party of its option under subparagraph a of this paragraph.
- g. The defaulting party shall be liable to the non-defaulting party for the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a consequence of an Event of Default, together with interest thereon at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- h. The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or Applicable Law.



- 11. Single Business and Contractual Relationship.** Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any other Transactions shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.
- 12. Intent.** The parties recognize that each Transaction is a Repurchase Agreement as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a securities contract as that term is defined in Section 741 of Title 11 of the United States Code, as amended.

It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant

K. RETURNED ITEMS HANDLING SERVICE TERMS

- 1. Overview.** If deposited items are returned to us by the bank on which they were drawn, you can provide specific Instructions for the handling of your returned items.
- 2. Description of the Service.** You shall choose how returned items are to be handled for the Designated Account(s), pursuant to the Returned Item Instruction submitted by you to us, as modified from time to time, subject to our acceptance of such Returned Item Instruction. Instructions to us include the option to Re-deposit, Not Re-deposit, or request special Instructions for the handling of your returned items. Items with the Instruction to Re-Deposit will have all returned items that are eligible for re-deposit automatically processed for re-deposit by us, on your behalf. Returned items with the Instruction to Not Re-Deposit will have all returned items returned and shall not be automatically processed for re-deposit by us, on your behalf.
- 3. Customer Obligations.** You acknowledge that any items that are not re-deposited by us, due to your choice or item ineligibility, shall be returned, via U.S. mail to you at the address on record or such other address as you have provided to us in writing, in the form of an Image Replacement Document ("IRD"). You acknowledge that at no time can an IRD be re-deposited the Remote Deposit Service.



You further acknowledge that all items returned to you in the form of an IRD, can only be handled in the following manner; (i) present IRD for re-deposit IN PERSON at a Bank location, or (II) an alternate collection method is determined between you and the payor of the item in question.

- 4. Limitation of Liability.** We will follow your Instructions with regard to your returned items handling in accordance with Paragraph 2. We shall have no responsibility for any liability, loss or damage resulting from returning any item pursuant to your Instructions. We will not be responsible for the authenticity or alteration of any item, or for the presence or validity of signatures or dates thereon.

L. SIGNATURE VERIFICATION SERVICE TERMS

- 1. Overview.** The purpose of the Signature Verification Service is for us to manually review checks drawn on the account(s) (the "Accounts") as requested and documented on your Treasury Service Data Supplement Form, in order to verify the signature on the checks. The Signature Verification Service is not available for any Account on which a facsimile signature is used.
- 2. The Service.** Upon review and our approval of the executed TSRF we will use commercially reasonable efforts to review checks written on an Account and presented to us to confirm that the checks have been signed by one or more authorized signers for such Account, as requested and documented on your Treasury Service Data Supplement Form (the "Required Signatures"). We will have no liability for unauthorized signatures if we have made a commercially reasonable determination that the Required Signatures are present. All checks presented to us which do not contain the Required Signatures, shall be reviewed as exceptions by us.
- 3. Procedure for Exceptions.** We shall contact an ASC or a Non-Signer authorized individual concerning checks determined to be exceptions. The names of two contacts must be given to us for this purpose. We will use commercially reasonable efforts to review exceptions with a contact person. If exceptions are unable to be verified by 10:00 am, the checks in question will be returned. If we return a check in accordance with these Signature Verification Service Terms, you understand and agree that the return shall not be deemed a wrongful dishonor.

M. STOP PAYMENT REQUEST SERVICE TERMS

- 1. Overview.** We will accept online stop payment requests through the Cash Management Service to stop payment on any check with respect to an Account, except for cashier's checks, official checks or other cash equivalent items.



- 2. The Service.** We will process requests received prior to the posted cutoff time on the same Business Day received. Requests received after the posted cutoff time will be processed on the next Business Day. We must receive a stop payment request at a time that will give us a reasonable opportunity to act on it, prior to payment of the item.

Generally, stop payment requests are not processed until the cutoff time or later on that Business Day. Stop payment requests are not effective if, either before or within 24 hours of the receipt of the stop payment request, by us, we have already cashed the item or become otherwise legally obligated for its payment. Stop payment requests are processed by computer. We shall assume no responsibility if any information provided is incorrect or incomplete that would cause the check to be paid (i.e., incorrect check number, amount, account number or date). Once placed, the stop payment order will remain in effect for six months from the date when it was authorized. An ASC, Administrator or a User with stop payment authority may renew the stop payment order in the Cash Management Service for an additional six-month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payment orders. No notice will be provided to you that a stop payment is expiring. A fee will be charged for each stop payment order and extension of a stop payment order. Requests to cancel a stop payment order must be made by an Authorized Representative. If you request such a cancellation, we will not be responsible for a stop payment that may occur before such time as we have had a reasonable opportunity to act on your cancellation request.

N. SWEEP SERVICE TERMS

- 1. Overview.** The purpose of the Sweep Service is to provide you with an automated movement of funds from a primary funding account, as documented on your Treasury Service Data Supplement Form, which must be a Deposit Account maintained with us, or a line of credit account with us to cover transactions that have processed against a separate Deposit Account as documented on your Treasury Service Data Supplement Form and linked to such primary funding account.
- 2. The Loan Sweep Service.**

Description of Loan Sweep. You shall request an automatic sweep from your primary funding account which must be a line of credit maintained with us (the “LS Parent Account”) to cover transactions from a Deposit Account maintained with us (the “LS Child Account”), and linked to such LS Parent Account. Minimum and maximum balances to be maintained in the LS Parent Account and LS Child Account shall be provided by you. Such balances may be modified by you from time to time, upon acceptance by us. At the end of each Business Day, we will sweep funds from the LS Parent Account to an LS Child Account to (i) pay all checks presented for payment or transactions requested to such LS Child Account, and (ii) upon payment of such amounts, maintain the balance for such LS Child Account as requested and documented on your Treasury Service Data Supplement Form. To the extent excess funds remain in an LS Child Account at the end of



each Business Day, we will sweep funds from the LS Child Account to the LS Parent Account to repay the line of credit account.

Customer Requirements. You agree to maintain a sufficient available balance with respect to the LS Parent Account to pay all checks presented for payment or transactions requested to the LS Child Accounts. You acknowledge that delays in processing a transaction and/or a rejection of a transaction may result if insufficient funds are available in the LS Parent Account. We may, at our discretion, terminate the Loan Sweep Service without notice if you fail to maintain a sufficient balance in the LS Parent Account.

Overdraft Charges. We agree to pay all overdrawn checks and waive overdraft charges for checks drawn against each LS Child Account provided funds are available in the applicable LS Parent Account to do so.

3. The Deposit Sweep Service.

Description of Deposit Sweep. You shall request an automatic sweep from your primary funding account which must be a Deposit Account maintained with us (the "DS Parent Account") to cover transactions from a separate Deposit Account maintained with us (the "DS Child Account"), and linked to such DS Parent Account. Minimum and maximum balances to be maintained in the DS Child Account and DS Parent Account shall be provided by you. Such balances may be modified by you from time to time, upon acceptance by us. At the end of each Business Day, we will sweep funds from the DS Parent Account to a DS Child Account to (i) pay all checks presented for payment or transactions requested to such DS Child Account, and (ii) upon payment of such amounts, maintain the balance for such DS Child Account as requested and documented on your Treasury Service Data Supplement Form. To the extent excess funds remain in a DS Child Account at the end of each Business Day, we will sweep funds from the DS Child Account to the DS Parent Account.

Customer Requirements. You agree to maintain sufficient collected funds in the DS Parent Account to pay all checks presented for payment or transactions requested to the DS Child Accounts. You acknowledge that delays in processing a transaction and/or a rejection of a transaction may result if insufficient funds are available in the DS Parent Account. You further acknowledge that any checks presented on the DS Parent Account will be paid before funds are swept to a DS Child Account. We may, at our discretion, terminate the Deposit Sweep Service without notice if you fail to maintain a sufficient balance in the DS Parent Account.



O. WIRE TRANSFER SERVICE TERMS

- 1. Overview.** We participate in the Fedwire system and utilize this system to implement the Wire Transfer Service. The Wire Transfer Service provides a method for you to provide us electronic or written Instruction to us to transfer funds from your Designated Accounts ("Wire Transfer Accounts") by wire to other accounts of yours or to accounts of specified third parties at another financial institution (each, a "Transfer Request"). Transfer Requests may be made only from Wire Transfer Accounts and may be made according to a specific (non-recurring) Transfer Request or according to a standing (recurring) Transfer Request.

2. The Wire Transfer Service.

Wire Transfer Origination. In order to initiate wire transfers through the Wire Transfer Service, you must have executed such other documents and agreements as we require and use Access Credentials specific to the Wire Transfer Service. Any Wire Transfer originated through the Wire Transfer Service is subject to the Agreement and the requirements of any other documents and agreements we require.

Authorization to Act on Transfer Request. You authorize and instruct us to act upon all Transfer Requests that are delivered to us in compliance with the Security Procedures as defined in paragraph 6, below. For each Transfer Request executed by us in accordance with the Agreement, you authorize us to debit the Wire Transfer Account specified in the Transfer Request (and if no Wire Transfer Account is specified, any Wire Transfer Account of yours at Great Southern Bank even if a debit results in an overdraft). We have no obligation to review any data, Instruction or Transfer Request provided by you except to comply with the Security Procedures and any restrictions as documented on your Treasury Service Data Supplement Form for the Wire Transfer Service.

Payment of Transfer Request. You shall have collected and available funds in the applicable Wire Transfer Account, or otherwise available under a line of credit sufficient to cover all Transfer Requests at the time of each transfer. You acknowledge that the available funds may include funds from an attached sweep account. We have no obligation to comply with any Transfer Request if such funds are not available, but may do so in our sole discretion. You are obligated to immediately pay us the amount of any Transfer Request, even if we have permitted a transfer to occur when there are insufficient collected and available funds in the applicable Wire Transfer Account.

- 3. Execution of Transfer Request.** We will use commercially reasonable efforts to execute each Transfer Request if (i) the Transfer Request is received by us and the Security Procedures are completed; and (ii) there are sufficient collected funds in the Wire Transfer Account designated in the Transfer Request. Any Transfer Request received (i) after the applicable cut off time established by us from time to time, or (ii) on a day that is not a Business Day for us or the selected transmission facility, will be executed on the next available Business Day unless otherwise instructed by you. We may execute



Transfer Requests in any order we select, which may not be the order in which they are received. Unless a Transfer Request includes specific instructions to the contrary, we may use any means of transmission, funds-transfer system, and intermediary bank in executing that Transfer Request. This means that Transfer Requests may be transmitted directly to the beneficiary's financial institution through another financial institution, government agency or other third party at our discretion. We will not be liable for any third party's failure to or delay or error in processing a Transfer Request. If the beneficiary bank does not pay the beneficiary specified in the Transfer Request, a refund may be made only after we have received confirmation of the effective cancellation of the Transfer Request and we are in possession of the applicable funds.

If we are notified that we did not transfer the full amount stated in a Transfer Request, our sole obligation will be to promptly execute a second Transfer Request in the amount of the stated deficiency. If we execute a Transfer Request in excess of the amount stated in a properly submitted Transfer Request, to the extent that the originator does not receive the benefit of the amount stated in a properly submitted Transfer Request, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Transfer Request. This Section sets forth our complete liability for a Transfer Request issued or received pursuant to the Wire Transfer Service.

- 4. Finality of Transfer Request; Cancellation or Modification.** A Transfer Request will be final and will not be subject to stop payment or recall, except that we may, at your request, make an effort to effect such stop payment or recall. We have no obligation to cancel or modify any Transfer Request that has been received. However, we will make a reasonable effort to act on your request to cancel or modify a Transfer Request provided that: (i) we will be able to verify the request through the applicable Security Procedures; (ii) we receive the request before we shall have implemented the Transfer Request; and (iii) we will have a reasonable time to respond to the request. However, we will have no liability if your request to recall, cancel or modify a Transfer Request were not accomplished. You must reimburse us for any costs that we incur in attempting to recall, cancel or modify your Transfer Request. In addition, if we provide indemnity to another financial institution or other party in order to induce their compliance with our request of them to recall, cancel or modify a Transfer Request on your behalf, you indemnify and holds us harmless for and against any losses, costs, or expenses of any kind that we incur in connection with our indemnity to such other financial institution or party.
- 5. Inconsistency of Name and Number.** We are entitled to rely on information you provide for any Transfer Request, and we will be responsible for neither the beneficiary's receipt of proper credit for the transfer, nor rejection or return of the Transfer Request by the beneficiary's financial institution. We will process Transfer Requests in accordance with any routing or account number submitted to us in your Transfer Requests, regardless of any names accompanying such numbers. You shall examine and verify such numbers for accuracy, and pay any amount transferred in accordance with such numbers. If a Transfer Request identifies a nonexistent routing or account number, we may in our sole discretion refuse to accept or may return the Transfer Request.
- 6. Customer Internal Processes.** You shall establish an internal approval process for Transfer Requests, including requiring the approval of two persons to protect against improperly initiated Transfer



Requests. You acknowledge the “dual control” component of the Security Procedures requires two different individuals with separate Access IDs to complete a Transfer Request. You agree that your authorized Users will not share their respective Access IDs with each other for any reason, including so as to allow only one authorized User to complete a Transfer Request.

You further acknowledge that we have recommended that each authorized User use a separate computer device in submitting each Transfer Request. You acknowledge that we have no responsibility to establish or monitor such a process or to determine whether you have established such a process. We may require you to adopt additional internal security processes, and you agree that you will not initiate a Transfer Request without compliance with such processes.

- 7. Transfer Request Limits.** You may establish a limit on the maximum amount for any Transfer Request and a limit on the maximum amount of Transfer Requests per Business Day, as documented on your Treasury Service Data Supplement Form. We may also, at our discretion, establish a Transfer Request limit for you from time to time, and shall have no obligation to process any Transfer Request that exceeds such limit; provided, however, that we may, at our sole discretion, allow and process such Transfer Request despite the limit. Any such discretionary decision by us will not be construed as an obligation to so perform by us in the future. All Transfer Requests are subject to limits imposed by any Applicable Law, rule or regulation, and all agreements or operating rules applicable to us in executing Transfer Requests.
- 8. Customer’s Duty.** You will exercise ordinary care to determine whether a Transfer Request accepted by us was either erroneous or not authorized and will notify us of the facts within a reasonable time not exceeding fourteen (14) days after you have received notification from us that the Transfer Request was accepted or that the Wire Transfer Account was debited with respect to the Transfer Request, whichever is earlier. You will be precluded from asserting that we are not entitled to retain payment for a Transfer Request unless you object within the fourteen (14) day period. You shall provide us with accurate and complete information in connection with any Transfer Request as required by us for compliance with Applicable Law.
- 9. Customer Responsibilities.** Without limiting your responsibilities set forth elsewhere in the Agreement, you are solely responsible for (i) use of the Wire Transfer Service and implementing internal procedures to safeguard Access IDs used in connection with the Wire Transfer Service, Security Procedures and access to the Wire Transfer Service; (ii) any activity of any kind with respect to the Wire Transfer Service using Access IDs used in connection with the Wire Transfer Service and/or the Security Procedures, including fraudulent activity or corruption of your system; and (iii) the provision, repair and maintenance of any equipment used by you to access the Wire Transfer Service.
- 10. International Wire Transfers.** We do not permit Wire Transfers to be made via the Cash Management Service to any location outside the United States. Wire Transfers to any location outside the United States which we may allow to be made by means other than the Cash Management Service will be processed by us through a correspondent bank. You acknowledge that international wire transfers submitted via the Cash Management Service can only be originated in US Dollars and will not be



converted to the local beneficiary's currency by us. International Wire Transfers that need to settle in the local beneficiary's currency will need to be processed off-line. Any fee, commission or charges assessed by us or the correspondent bank shall be passed on to you or deducted from the wire transfer amount by us or the Correspondent bank. Payment to a foreign country is subject to the laws of the foreign country involved. We assume no liability for delays, non-delivery or other events resulting from causes beyond our control. In refunding unexecuted payment orders, we shall be liable to you only to the extent we receive payment from the correspondent bank processing the transfer. You acknowledge that international wire transfers may be subject to additional security procedures as may be required by us.

PART 3 – DEFINITION SCHEDULE

Capitalized terms used but not otherwise defined in the Agreement have the following definitions:

- "Access Credentials" means any identification number, PIN, password, codes and any other means of access to the Service provided to you, your Authorized Representatives, agents, All Services Contact, Administrator or User for purposes of gaining confidential or restricted access to or use of any Service.
- "Access Device" means the hardware (and any related firmware and software) you use to access or use a Service (including, without limitation, a computer, modem, tablet, smart phone or other electronic device).
- "Access ID" means any ID, PIN, password, codes or other means of access to any Service
- "Account Agreements" mean any agreements, terms and conditions, disclosures, notices and related documents governing your Accounts, other than the Agreement.
- "ACH" means Automated Clearing House.
- "ACH Credit Transactions" means certain electronic funds transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve and NACHA and which have the intended result of depositing funds to the receiver's account.
- "ACH Debit Transactions" means certain electronic funds transfers which settle within a bank or between banks according to specified rules and procedures governed by the Federal Reserve Bank and NACHA and which have the intended result of removing funds from the receiver's account.
- "ACH Service(s)" mean the service(s) described in ACH Origination Terms.



- "ACH Transaction(s)" mean ACH Debit Transactions and ACH Credit Transactions.
- "ACH Vendor" has the meaning set forth in Section ACH Origination, paragraph 19.
- "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or such party seeking the appointment of a receiver, trustee, custodian or similar official for such party or any substantial part of its property, or (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (a) is consented to or not timely contested by such party, (b) results in the entry of an order for relief, such an appointment, the issuance of such a protective decree or the entry of an order having a similar effect, or (c) is not dismissed with 15 days, (iii) the making by a party of a general assignment for the benefit of creditors, or (iv) the admission in writing by a party of such party's inability to pay such party's debts as they become due.
- "Additional Purchased Securities", Securities provided by "Seller" to "Buyer" pursuant to section Repurchase Agreement Service, paragraph 3.
- "Administrator" means the person designated as the Business Online Banking, Remote Deposit, or Positive Pay Administrator by an Authorized Representative or All Services Contact. Such designation may be amended from time to time by an Authorized Representative, or All Services Contact.
- "Affiliate" means a business entity controlled, controlled by or under common control with another business entity.
- "Agreement" means, collectively, the Treasury Services Agreement, the Delegation of Authority, the Treasury Service Data Supplement Form, the TSRF and the User Information.
- "All Services Contact" or "ASC" is an individual that has been appointed as such by an Authorized Representative.
- "Applicable Law" means all applicable federal, state or local laws, executive orders, ordinances, rules, regulations or regulatory guidance and all applicable rules or regulations of any clearinghouse or other organization as in effect at the relevant time.
- "Authorized Representative" means a representative or representatives designated (by name or title) in your resolutions provided to us, or other authority documents you provide to us which causes us to reasonably conclude that such representative or representatives are authorized to act on your behalf to authorize your execution and delivery of any TSRF and to cause the Customer to be bound by the Agreement for the applicable Service.



- “Bank” means Great Southern Bank and may be referred to as us, we, our, ours and Seller.
- “Business Day” means any day that we are open to the public for carrying on substantially all business functions, but does not include any day that we are open but that is not a business day for the applicable Federal Reserve Bank or other third-party processors we utilize.
- “Buyer’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of a percentage, which may be equal to the percentage that is agreed to as “Seller’s Margin Amount”, agreed to by Buyer and Seller prior to entering into the Transaction, to the “Repurchase Price” for such Transaction as of such date.
- “Confirmation”, the meaning specified in section Repurchase Agreement Service, paragraph 2.
- “Confidential Information” means information you obtain from us related to your Deposit Accounts or to a Service, including without limitation, security information, Access IDs, security devices, our business processes and the terms of the Agreement.
- “Consumer Account” means a Deposit Accounts held by a financial institution and established by a natural person primarily for personal, family or household use and not for commercial purposes.
- “Customer” means anyone executing and delivering a TSRF to us or utilizing one or more Services. Customer may also be referred to as you, yours and Buyer.
- “Delegation of Authority”, is a document signed by an Authorized Representative that provides company related information, including Affiliated Entity and Consumer Account information as well as appointing ASCs.
- “Deposit Account” means any demand deposit account that you have established and maintain with us.
- “Deposit Account Agreement” means Bank’s Deposit Agreement with respect to each Deposit Account, as amended from time to time, and any pricing schedule or information disclosure that we provide to you in connection with any Deposit Account.
- “Designated Account(s)” means the Deposit Accounts(s) designated by you.
- “Electronic Funds Transfer Act” means Federal law at 15 U.S.C. 1601 et seq.
- “Enhanced Account Analysis” is the billing method where Service fees are combined into one monthly statement and deducted from your designated billing account.



- “Entry” or “Entries” mean an ACH Credit Entry, ACH Debit Entry or Non-Monetary Entry as defined in the NACHA Rules, including any data for Entries and any Pre-notification.
- “Exception Item(s)” with respect to the Positive Pay Service, refers to Check Exception Items and ACH Exception items. Check Exception Items as outlined in the Check Positive Pay section are checks that have been presented for payment that do not match an issued item and require a payment decision from you. ACH Exception Items as outlined in the ACH Positive Pay section are ACH Transactions that have not been Whitelisted, and are being presented for payment and require a payment decision from you.
- “Fee” means the charges, fees and assessments we establish from time to time applicable to each Service.
- “Income”, with respect to any Security at any time, any principal thereof then payable and all interest, dividends or other distributions thereon.
- “Instruction” means any request we receive in your name or in the name of one of your Administrators, ASCs, Authorized Representatives or Users, electronically, verbally or in writing, instructing us to perform certain Services or to perform a Service in a particular manner and including, without limitation, any user maintenance request submitted by one of your Authorized Representatives through our Secure Message Center.
- “Margin Deficit”, the meaning specified in Repurchase Agreement Service, paragraph 3, hereof.
- “Margin Excess”, the meaning specified in section Repurchase Agreement paragraph 3, subsection a. hereof.
- “Market Value”, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source plus accrued “Income” to the extent not included therein (other than any “Income” credited or transferred to, or applied to the obligations of, Seller pursuant to section Repurchase Agreement Service paragraph 4 hereof) as of such date (unless contrary to market practice for such Securities).
- "NACHA" means the National Automated Clearing House Association.
- “NACHA Rules” means the Operating Rules and Operating Procedures of NACHA, as in effect at the relevant time, as well as guidance provided by NACHA from time to time relating to thereto.
- “ODFI” means Originating Depository Financial Institute.
- “OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.



- "Payee" is the person or entity to which you desire a payment to be directed by utilizing the Bill Payment Service or is the person or entity from which you receive electronic bills, as the case may be.
- "Payee Account Number" is the account number assigned to you by a Payee.
- "Payment Instruction" is the information you provide to us through the Bill Payment Service instructing that a payment should be made to a Payee, which includes, (in addition to other information), your Payee Account Number, Payee name, Payee address, Payee phone number, the amount of the payment and the Scheduled Payment Date.
- "Person" means a natural person or an organization.
- "Price Differential", with respect to any Transaction hereunder as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction).
- "Pricing Rate", the per annum percentage rate for determination of the Price Differential.
- "Prime Rate", is the rate determined by Seller from time to time. Buyer acknowledges that such rate is not Seller's prime lending rate.
- "Purchase Date", the date on which Purchased Securities are transferred by Seller to Buyer.
- "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to section Repurchase Agreement Service paragraph 3a hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to paragraph 3 hereof or applied to reduce Seller's obligations under clause (ii) of paragraph 4 hereof.
- "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with section Repurchase Agreement Service paragraph 8 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include "Additional Purchased Securities" delivered pursuant to section Repurchase Agreement Service paragraph 3 and shall exclude Securities returned pursuant to section Repurchase Agreement Service paragraph 3a.
- "RDFI" means Receiving Depository Financial Institution.
- "Regulation E" means Regulation E of the Board of Governors of the Federal Reserve System.



- “Regulation J” means Regulation J of the Board of Governors of the Federal Reserve System.
- “Repurchase Date”, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of section Repurchase Agreement Service paragraphs 2 or 10 hereof.
- “Repurchase Price(s)”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination, increased by any amount determined by the application of the provisions of section Repurchase Agreement Service paragraph 10 hereof.
- “Reversal/Deletion Request(s)” means a request for a reversal of an Entry or a request to delete a previously delivered “Entry”.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.
- "Scheduled Payment Date" is the day you designate in a Payment Instruction that you desire a Payee to receive your bill payment, unless such day is not a Business Day in which case such day will be the next Business Day.
- "Security Procedures Schedule" means Part 4 of the Treasury Services Agreement, as it is in effect at the relevant time.
- "Security Procedures" mean the Access Credentials and other procedures that are designed to assist us in verifying the authenticity of Instructions we receive in your name or the name of one of your Administrators, ASCs, Authorized Representatives or Users and in identifying suspicious online behavior and potentially unauthorized transactions that are initiated through a Service, and as further described in the Security Procedures Schedule, and any updates made to such procedures from time to time.
- “Seller’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of a percentage (which may be equal to the percentage that is agreed to as Buyer’s Margin Amount), agreed to by Buyer and Seller prior to entering into the Transaction, to the Repurchase Price for such Transaction as of such date.
- “Service” refers to any Treasury Service outlined in Part 2 of this Treasury Service Agreement.
- “Service Account” is the account for which a Service has been activated.
- “Service Provider” provides services on behalf of another party.



- "Settlement Date" has the meaning set forth in section ACH Origination, paragraph 6.
- "Substitute Check" is a paper reproduction of the original Check that meets all requirements of Applicable Law and is produced from Electronic Check Information or an Image.
- "Treasury Services Agreement" means this Treasury Services Agreement, including the General Terms in Part 1, the applicable Service Terms in Part 2, the Definitions Schedule in Part 3 and the Security Procedures Schedule in Part 4.
- Treasury Service Data Supplement Form means a document we use to collect information regarding the options you have selected for the Services you use and that we will reflect in your setup for those Services.
- "Treasury Service Request Form" or "TSRF", is a document that is used to request Services and signed by an Authorized Representative.
- "Unsecured Electronic Network" means an Unsecured Electronic Network as defined in the NACHA Rules and includes the Internet or any public or private network which is not located entirely within a single, contiguous physical location and transmits data via circuits that are not dedicated to communication between two end-points for the duration of the communication, or that transmits data via wireless technology.
- "User(s)" means a person or persons authorized by an Administrator through a Service to access and provide Instructions regarding one or more Services.
- "User Information" means supplemental information Bank provides to Customer with respect to certain Services, including without limitation, directions, procedures and operational guidelines. The term does not include documents, letters, correspondence or other items Customer supplies unless Bank has separately signed that document and stated that it is part of the Agreement.
- "Whitelisted" is when an ACH Transaction has been approved on a recurring basis to process without creating an Exception Item.



PART 4 – SECURITY PROCEDURES SCHEDULE

BUSINESS ONLINE BANKING SERVICE AND MOBILE BANKING SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> <input type="checkbox"/> Unique user id <input type="checkbox"/> Complex password <input type="checkbox"/> Periodic Password Expiration <input type="checkbox"/> Secure icon <input type="checkbox"/> Multi Factor Authentication Questions <input type="checkbox"/> Automatic hold of user access (with confirmation required by an authorized representative) when changes are made to online external funds transfer services <input type="checkbox"/> Deletion of service access after a 6 month period of inactivity
OPTIONAL:	<ul style="list-style-type: none"> • Secure token • Activity alerts • Ability to restrict access to specific IP Addresses • Ability to restrict access to specific days and times per user • Ability to restrict user access to specific functions and accounts • Bank controlled administration

ONLINE BUSINESS BILL PAY SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • Restriction of access to specified users dictated by an account administrator

BUSINESS MOBILE CHECK DEPOSIT SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • Dollar limits set per user



ACH ORIENTATION SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • Secure token • Dollar limits set per entry description • Validation of entry descriptions against a pre-determined schedule
OPTIONAL:	<ul style="list-style-type: none"> • Dual Control for batch initiation • Restriction of sensitive batches to specific users

POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • File formats for uploaded check files are defined by the customer • Customer must provide a payment decision for any item with a positive pay violation

REMOTE DEPOSIT SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> ☑ Secure Token ☑ Dollar limits set per account
OPTIONAL:	<ul style="list-style-type: none"> • Dual control
MANDATORY:	<ul style="list-style-type: none"> • Secure token • Dual control
OPTIONAL:	<ul style="list-style-type: none"> • Dollar limits can be set per account and user



ONLINE WIRE TRANSFER SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • Secure token • Dual control
OPTIONAL:	<ul style="list-style-type: none"> • Dollar limits can be set per account and user

CALLBACK WIRE TRANSFER SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • Designated form used • Requests faxed directly to the wire department • Callback verification with PIN validation • Restriction of access to specified signers or non-signers as dictated by an account signer
OPTIONAL:	<ul style="list-style-type: none"> • Dollar limits can be set per account

REPETITIVE WIRE TRANSFER SERVICE SECURITY PROCEDURES	
MANDATORY:	<ul style="list-style-type: none"> • Funding account and beneficiary Instructions must be designated to bank ahead of time • Wire requests must be called in to a designated phone number • Caller must provide repetitive code and personal password to authorize a wire • Restriction of access to specified signers or non-signers as dictated by an account signer
OPTIONAL:	<ul style="list-style-type: none"> • Dollar limits can be set per account