# Business Online Banking Agreement

This Agreement applies to your use of our "Business Online Banking" service, which permits you to access certain business accounts you have with us via the Internet to check balances, transfer funds, view transaction history and check images and any other additional services selected by you and agreed upon by us such as stop payments, ACH transfers, Wire Transfers and Remote Deposit Capture. You are responsible for having the required hardware and software and for securing an Internet Service Provider. Subject to terms of this agreement, Grundy Bank will generally provide access to your accounts at www.grundy.bank seven days a week, 24 hours a day. At certain times, Grundy Bank website may not be available due to system maintenance or circumstances beyond our control. During these times, you may use an automated teller machine "ATM" or contact the Bank to obtain information about your Grundy Bank accounts.

**Terms Used in This Agreement.** In this Agreement, the terms "you", "Customer", "Client" and "your" refers to the depositor on a commercial account accessible by "Business Online banking", and the terms "us", "we", "Bank" and "our" refer to the Grundy Bank.

**Setup/Application Forms.** To establish "Business Online Banking", you must complete the "Business Online Banking Application" evidencing your desire to enroll in this service and identifying the accounts that will be accessible (the "Account(s)"). The specific services available to you are identified in your Business Online Banking Application. Your signature on the Application constitutes your agreement to the terms of the Agreement. Your signature represents that each authorized user who has been issued a User Name and Password has general authority from your organization to give instructions within the access capability associated with such User Names and Passwords (including general authority over the movement of your organization's funds and over accounts with Grundy Bank as evidenced by the banking resolution, partnership declaration or other agreements you have provided to Grundy Bank and that Grundy Bank has full authorization from your organization to rely and act upon instructions identified by such User Names and Passwords. Authorized signers of the "Business Online Application" include any one officer listed on the Resolution which includes a company officer such as Owner, Partner, Officer, President, CEO, Secretary, CFO, Treasurer or Managing Member.

**User Names & Passwords.** You agree to identify, in your Application, a person to be your authorized Senior Administrator as well as any other authorized user(s). We will issue a security device or password or other access code ("Password(s)") to the authorized Senior Administrator and/or other authorized user(s). The authorized Senior Administrator will be given access to all of the services available using "Business Online Banking". All other authorized user(s) will be given account access and services per the Employee Authorization form in the Business Online Banking Application.

You understand and agree that upon receipt of the initial password by the authorized Senior Administrator, the authorized Senior Administrator will have full access to perform all of the services we provide to you over "Business Online Banking". You understand and agree that the authorized Senior Administrator also has the authority to assign passwords to other persons, to identify the services that may be performed using each password, and to amend and revoke assigned passwords and services that may be performed using the assigned passwords.

During the first login session for the Senior Administrator and/or other authorized users, users are required to change their password. Online passwords are case sensitive and must be between 8 to 12 characters and to include one number, one letter and one special character. Going forward, passwords can be changed online at any time and are required to be changed every 6 months.

**Protecting your Password.** You are responsible for maintaining the confidentiality of the passwords. You agree that we may send notices and other communications, including user names and passwords to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You understand and agree that you are responsible for all transactions incurred using your passwords. You agree to disclose passwords or pins only to those individuals authorized to use "Business Online Banking" or a particular level of service in "Business Online Banking". Anyone to whom you disclose your

passwords or pins and anyone who has access to your passwords or pins will have full access to the services you can perform on “Business Online Banking”, including full access to your accounts. The person’s authority will be limited only to the extent that the password or pin was established with limitations on the services that could be performed using that password or pin. We are entitled to presume that all communications containing proper passwords or pin are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using that password or pin.

You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to “Business Online Banking” or disclosure of any confidential information or instructions of yours by your employees, agents, or other third parties that gain access to your passwords or pin. It is solely your responsibility to maintain current access codes and to disable or remove employees who no longer work for you. Failure to disable access of former employees by you could result in financial loss to you. You agree to hold the bank harmless for any loss due to your failure to disable or remove access codes of former employees or employees whose status has changed from authorized to unauthorized. The use of the password as a security measure supersedes any other security procedures in agreements you have with us relating to funds transfers such as a wire transfer agreement, ACH Agreement or online bill pay. By using “Business Online Banking”, you acknowledge and agree that this agreement sets forth security procedures for electronic banking transactions that are commercially reasonable.

**Online Security Best Practice Recommendations.** You are responsible for implanting effective security systems to protect your accounts and loans. The following are a few recommended security best practices to consider with your own security professionals:

1. Use dual controls – Have one individual create your outgoing online banking transactions (wires/ACH/BillPay) and another individual approve each transaction.
2. Perform a daily reconciliation – Review the transactions in your accounts and loans on at least a daily basis and alert us immediately if there is any suspicious activity.
3. Read our electronic notices – These notices are for your own protection and are meant to alert you or your real online banking activity. If you receive a notice and did not perform or authorize the activity, you must immediately call us to report suspicious activity.
4. Use dedicated work stations – Isolate a workstation in your office to conduct all online banking activity. Do not use the workstation for personal use, web browsing, or email and do not place administrative rights on the users’ work stations. These steps will help prevent unknown downloading of malware.
5. Beware of the “official” email and ensure your staff is trained accordingly – never open an email or click on a link in an email where you are unsure of the sender. Cyber criminals send phishing emails to place viruses on your computer and obtain relevant account or loan information. When in doubt, don’t.
6. Use a bookmark to access our website. Avoid “direct navigation”, which involves manually typing our web address.
7. Contact your business insurance provider – Review your business insurance policy to determine if it provides the necessary coverage for fraudulent cyber activity.

**Your Responsibility for Security.** You are responsible for selecting all systems, hardware, and your Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems, and computer services.

Use of Business Online Banking is at your risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software, and your computer’s firewall. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. Computer viruses may destroy your programs, files, and your hardware. Additionally you may unintentionally transmit the virus to other computers. We encourage you to purchase and employ a firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system you may employ.

"Business Online Banking" IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT "Business Online Banking" WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF "Business Online Banking". WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We are not responsible for any errors or failures from any malfunction of your computer or the software. We are not responsible for any electronic virus or viruses that you may encounter. We are not responsible for any computer virus or related problems that may be associated with the use of the Business Online Banking service. We have no liability to you for any damage or any other loss directly or consequential, which you may suffer or incur by reason of your use of the computer or any viruses.

**Contact in Event of Unauthorized Access**. Grundy Bank will not contact you to ask for your user name and password or pin. If you are approached by anyone to provide your user name and password, DO NOT PROVIDE THIS INFORMATION. Contact the bank immediately, as you could be the victim of attempted fraud or identity theft.

Tell us at once if you believe any of your passwords or pin have been compromised, lost or stolen or has otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum line of credit). If you believe your password or pin has been compromised, lost or stolen or that someone has transferred or may transfer money from your account without your permission, use one of the following methods to contact us:

1. Call (815) 942-0130, during normal business hours.
2. Email: info@grundy.bank, Note that email is not secure, so do not provide account information. All we need is your company name, contact person, daytime phone number, and a brief message as to what the problem may be.

If you believe an unauthorized transaction or error occurred and the transaction was not processed through the automated clearinghouse (ACH), we must receive notice of and, at our request, an affidavit regarding the problem in a form satisfactory to us within a reasonable time (not to exceed 14 calendar days) from the date of discovery or your receipt of the first statement, report, or notice reflecting the problem, whichever occurs first. If it involves an ACH transaction, we must receive notice, written or verbal, within 24 hours of the posting date, with a written affidavit in a form satisfactory to us within a reasonable time thereafter, not to exceed 10 calendar days.

**Business Days.** Our business days are Monday through Friday, excluding Holidays. We can process a fund transfer on the same business day as your instructions, if we receive your instructions before our "Business Online Banking" cut-off hour of 6:00 p.m. CST on a business day. If we receive your instruction after the cut-off hour of our business day, we will process the transaction on the next business day. If the date you request for a future transfer or payment is not a business day, we process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

**Overdrafts**. When you schedule a funds transfer using the "Business Online Banking", you authorize us to withdraw the necessary funds from your designated account with us. We deduct the amount of your transfer from your designated account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement. As security for any amounts due the Bank hereunder, you hereby grant to the Bank a security interest in, and lien, upon, the accounts and all other accounts you maintain at the Bank. Your failure to satisfy any payment obligation hereunder shall constitute a default. Upon the occurrence of default, and at any time thereafter, the Bank may use and apply any and all funds in the accounts and exercise any and all other rights and remedies available to a secured party by law, in equity, or under this Agreement.

**Fees**. We will charge you "Business Online Banking" fees, if any, identified in our current fee schedule, account information brochures, and disclosures available from us, and as they may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules.

**Periodic Statements.** Your "Business Online Banking" account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.

**Limitations on Transfers.** Each funds transfer through "Business Online Banking" from your savings or money market deposit account is subject to the same transfer limitations indicated in the Deposit Account Rules Disclosure you received at account opening for your savings or money market deposit account.

**Our Obligation to Make Transfers.** We are not obligated to make any transfer:

1. If, through no fault of ours, your account does not contain sufficient collected funds to make the transfer.
2. If the money in account is subject to legal process or other encumbrances restricting the transfer.
3. If the transfer would go over the credit limit on your overdraft credit plan, if any.
4. If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (including but not limited to fire, flood, act of terrorism, or power failure) prevent the transfer or use of "Business Online Banking " despite reasonable precautions that we have taken.
6. If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
7. If you have not properly followed the instructions for using the "Business Online Banking"
8. If your operating system is not properly installed or functioning properly.
9. For errors or failures from any malfunctions of your browser, "Business Online Banking" provider, computer, computer virus or other problems relating to the computer equipment you use with the "Business Online Banking", including, without limitation, your inability to access "Business Online Banking" or any part of "Business Online Banking".
10. For a failure to provide access or for interruptions in access to the "Business Online Banking" due to "Business Online Banking" system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS, PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS (AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE, NOT TO EXCEED $25.00 PER OCCURENCE), BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO "Business Online Banking" OR OUR PERFOMANCE HEREUNDER.

In no event will our liability for any direct damages arising from or relating to this agreement, the service, or the internet exceed the total fees incurred, not to exceed $25.00 per occurrence by you during the three (3) months immediately preceding accrual of such cause of action. If you are dissatisfied with "Business Online Banking", your sole exclusive remedy shall be for you to discontinue use of "Business Online Banking" and /or terminate this agreement in accordance with Section 16.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses and attorney's fees arising out of or resulting from your use of "Business Online Banking" or your breach of any of your obligations under this agreement. Your obligation to indemnify us shall survive the termination of this agreement.

**Stop Payment Request.** We will accept online requests from an authorized employee to stop payment on any check, except for cashier's checks, official checks or other cash equivalent items. 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 payments are not processed until the cutoff time or later on the business day received by us.

Stop payment requests are not effective if, either before or within 24 hours of when the stop payment order was placed, we have already cashed the item or become otherwise legally obligated for its payment. Stop payment

requests are processed by computer. We will 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 6 months from the date when it was authorized. An authorized business representative may renew the sop payment order for an additional six-month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payments. No notice will be provided to you that a stop payment is expiring.

A Fee will be charged for each stop payment and extension of a stop payment. Fee's can be found on the Grundy Bank Fee Schedule provided per request or on our website at www.grundybank.com.

**Termination**. We may modify, suspend or terminate your privilege of using "Business Online Banking" and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate "Business Online Banking", we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.

If you wish to terminate your participation in "Business Online Banking", you must notify us at least 10 business days prior to the date you wish to terminate. Unless otherwise agreed, we will terminate the service on the 10th business day following our receipt of your notice. Termination shall not affect the rights and obligations of the parties for transactions made with the "Business Online Banking" before we have had a reasonable time to respond to your termination request. You may terminate your agreement the following ways:

a. By calling Grundy Bank at 815-942-0130 and follow up by written confirmation mailed or delivered as below.
b. By writing a letter and sending it to the following address: Grundy Bank, Attn: Commercial Banking Officer, 201 Liberty Street, Morris, IL 60450

You must cancel all future funds transfers, whether recurring or individual payments, when you terminate "Business Online Banking" or we may continue to process such payments.

**Third Parties.** You understand that third parties other than us provide support and services relating to "Business Online Banking", and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, act or omissions of any third party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

**Amendment.** We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.

**General.** This agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Rules, ACH Agreements and Wire Transfer Agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts or the functions performed using "Business Online Banking", this Agreement shall govern and prevail.

**Binding Effect and Assignment.** You may not assign this Agreement without the express written consent of the Bank. This Agreement shall be binding on the parties hereto, and their respective heirs, assigns, and successors in interest.

**Governing Law.** This agreement will be governed by, construed and enforced according to the laws of the State of Illinois.