

SILVER LAKE BANK

INTERNET BANKING ACCESS AGREEMENT

Agreement – This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Silver Lake Bank (Bank) through Silver Express Internet Banking. By using Silver Express Internet Banking, you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

You can reach Silver Lake Bank at:

201 NW Hwy. 24
PO Box 8330
Topeka, KS 66608
(785) 232-0102 in the Topeka, KS area
(877) 232-0102 toll-free outside of the Topeka, KS area
www.silverlakebank.com
E-Mail: silverexpress@silverlakebank.com

In Person:

You may visit us in person at any one of our full-service locations.
See the "Contact Us" screen on our website for a detailed listing.

Our Business Days are:

Monday through Friday (excluding Federal Holidays)
All transactions processed after 6:00 p.m. will be processed on the next business day.

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Bank, as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Bank and this Agreement, then the terms of your pre-existing agreements and disclosures will apply. When you use any of the Internet Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Kansas. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (express or implied) by either party of any provision of this Agreement will not constitute a waiver of any or all of the other provisions of the Agreement. You may not assign the Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application, constitutes the entire agreement between you and Bank with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully expressed herein.

Definitions – As used in this Agreement,

- **Account** or **accounts** means your accounts at Bank.
- **Cash Management** refers to the Corporate Cash Management features available to customers on Silver Express Internet Banking.
- **Electronic funds transfers** means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts using Silver Express Internet Banking, including online bill payments.
- **Internet Banking Services** means the services provided pursuant to this Agreement, including the Online Bill Payment service.
- **Memo Post** means any item, debit or credit, being presented to Bank for payment during the current business day.
- **We, our, us** and **Bank** mean Silver Lake Bank.
- **You, your, Customer** and **Company** refer to the accountholder authorized by Bank to use Silver Express Internet Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Silver Express Internet Banking.

Access – To use Silver Express Internet Banking, you must have at least one account at Bank, access to Internet service, a web browser with at least 128-bit encryption, and an e-mail address. Silver Express Internet Banking can be used to access only the Bank accounts for which you are an authorized signer or have been given authorization by your Company Administrator. You may request to add or delete any of your Bank accounts from Silver Express Internet Banking by requesting such changes in writing and signed by an authorized signer on each such account and forwarding them to the address listed above by mail. Access to your accounts through Silver Express Internet Banking will be based upon the User ID and Password assigned by Bank. The initial User ID and Password will be

issued once Bank has received a signed Silver Express Internet Banking application form and verified your account information. For Cash Management Users, an authorized Company representative will designate a Company Administrator in writing, signed by an authorized Company representative, who will have authority to perform all functions on the Internet Banking System, and can add additional users and establish their respective authority levels. Bank will not monitor transactions through Silver Express Internet Banking to determine that they are made on behalf of the account holder or that the User has the authority to initiate the transaction. As a Cash Management User, you agree that Bank will not be liable for unauthorized, fraudulent or criminal transactions made using Silver Express Internet Banking.

Silver Express Internet Banking Services and Hours of Access – You can use Silver Express Internet Banking to check the balance of your Bank accounts, view account histories, transfer funds between your Bank accounts, make stop payment requests, and download account activity. If you have requested the Online Bill Payment feature on your Application, you may pay bills from your Bank accounts in the amounts and on the dates you request. Business customers requesting Cash Management features can also perform ACH Origination and process Wire Transfers.

Balance and activity information are available as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes only. You can use Silver Express Internet Banking seven days a week, twenty-four hours a day, although some or all Internet Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice, in advance when possible, of any extended periods of non-availability on the Silver Express Internet Banking Web Site.

User IDs and Passwords – Each customer requesting access to Silver Express Internet Banking will be assigned a separate User ID and Password. For Cash Management Users, Bank will establish one User ID on the system for the Company, which is the “Company Administrator”. The Company Administrator has the responsibility and authority to add and control the security and access level of any additional Users the Company may desire to have access to Silver Express Internet Banking. You agree that the Bank will not be held liable for any losses arising from the security or account access granted to any User by the Company, or for any unauthorized, fraudulent or criminal access to the account by any person. For security purposes, each User is required to change their PIN upon their initial login to Silver Express Internet Banking. You acknowledge and agree that the Bank, in granting your request, shall issue to you an initial Password to facilitate your exclusive access to Silver Express Internet Banking as requested herein, and said initial Password shall be kept absolutely confidential by you to ensure secured access to your accounts. Further, you agree to change the initial Password to a Password of your sole selection and choosing upon your initial access to the Internet Banking System. You determine what Password you will use and the identity of your Password is not communicated to us. Neither Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change it in accordance with the Internet Banking System requirements. Upon three unsuccessful attempts to use your Password, your access to Silver Express Internet Banking will be suspended. To re-establish your authorization to use Silver Express Internet Banking you must contact us to have your Password reset and to obtain a new temporary Password. We recommend that you create a Password that is used expressly for Silver Express Internet Banking and not associated with any commonly known personal identification. The Password should be memorized rather than written down.

Security – You understand the importance of your role in preventing misuse of your accounts through Silver Express Internet Banking and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your personal identification information, User ID and Password. For business customers using Cash Management Features, you understand that the Company Administrator controls, and the Company and Company Administrator are solely responsible for, the access and authorities granted on the system to additional Cash Management Users. Your User ID and Password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Silver Express Internet Banking is encrypted in an effort to provide transmission security and the Internet Banking System utilizes identification technology to verify that the sender and receiver of Silver Express Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Internet Banking System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Silver Express Internet Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges – Bank makes no direct charges for consumer customers' use of Silver Express Internet Banking. Businesses requesting the Cash Management features available through Silver Express Internet Banking will pay the applicable charges disclosed in the listing of Bank Charges. You agree that all such fees and charges will be deducted from the Bank checking account designated as the "Primary Checking Account" on your Application. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Silver Express Internet Banking.

Account Balances and Posting of Transfers – Account balances as of the close of the business day and account transactions posted on the most recent business day are normally available on Silver Express Internet Banking by 7:00 p.m. each business day (excluding weekends and holidays). The activity cutoff for each business day is 6:00 p.m., Monday through Friday. Additionally, presentment and memo posted account transactions are normally updated and available on the Internet Banking System throughout each business day as they occur. Although Bank agrees to use its best efforts to provide account information at these times each business day, Bank does not guarantee that account information will be available according to this schedule. Customer can always obtain current account information during business hours by contacting the Bank. Transfers initiated through the Internet Banking System before 6:00 p.m. on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. on a business day, or anytime on a Saturday, Sunday or banking holiday, will be posted at the end of the next business day. The Internet Banking System identifies transfers based upon the User ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- Electronic fund transfers initiated through Silver Express Internet Banking that would result in an overdraft of your account may, at our discretion, be cancelled, including online bill payments.
- Overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account in the event the electronic fund transfers initiated through Silver Express Internet Banking result in an overdraft of your account, including online bill payments. Customer shall pay overdrafts that occur from herein contemplated events, if any, upon demand.
- Electronic funds transfer will have priority over checks or other debits to your accounts that are received by Bank on the same business day. If there are insufficient funds in the account to pay these checks, insufficient fund charges will be assessed in accordance with the terms of your account agreement.

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

Silver Express Internet Banking Online Bill Payment – You must designate the Bank account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment processed. If the date you want the payment processed is not a business day, your payment will be processed the next business day before 3:00 p.m. By using Silver Express Internet Banking Online Bill Payment, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your online bill payments will be charged to the accounts requested by you. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling Online Bill Payments – If the payee is to be paid by paper check (as indicated on the Payee list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is submitted. If the payee is to be paid electronically (as indicated on the Payee list), you understand and agree that the payee may not receive the payment until 3 business days after the date the payment is debited from your account. You understand and agree that 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 online bill payment payee to properly post a payment to your account.

Rejected Online Bill Payments – If an electronic online bill payment request "rejects" due to incorrect information (i.e. wrong account number), Bank will receive notification of the rejected item on the business day following the day your account was debited. However, your account will not be re-credited for the rejected item until the business day following notification to us. You may resubmit the payment at that time. You accept responsibility to correct the vendor information before resubmitting the rejected online bill payment.

Canceling Online Bill Payments and Stop-Payment Requests – To cancel a bill payment that you have scheduled through Silver Express Internet Banking, you must cancel the payment online via Silver Express Internet Banking by following the onscreen instructions before the payment is processed. Online bill payments are processed twice each business day, at 2:00 a.m. and at 12:00 noon. Once the bill payment has been processed, you CANNOT cancel the bill payment via Silver Express Internet Banking.

Stopping the payment of a check is different from the cancellation of an online bill payment. You may initiate stop-payment requests online via Silver Express Internet Banking for paper checks, including Silver Express Internet Banking Online Bill Payment paper checks, you have issued (non-electronically) on your Bank accounts. Online stop-payment requests are processed immediately. However, Bank requires a reasonable time to act upon such

requests. **If you require immediate action regarding a stop payment request, you must call us (see contact information on page 1).** To be effective, the stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we also require you to put your request in writing and submit to us within 14 days after placing the request or the stop payment will be cancelled. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

Right to Documentation – You will not receive a separate Silver Express Internet Banking statement. Transfers to and from your accounts using Silver Express Internet Banking will appear on the respective periodic statements for your Bank accounts. You can obtain a printout of transactions by contacting us at the phone numbers and addresses listed herein. Bank may charge a fee for printout requests.

Change in Terms – We may change any term of this Agreement at any time. If Bank makes any change in terms that would negatively affect you, we will post any required notice of the change in terms on the Bank and/or Silver Express Internet Banking Web Sites or forward it to you by e-mail or by postal mail. Your continued use of any or all of the Silver Express Internet Banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the individual deposit agreements and disclosures.

Your Liability for Unauthorized Transfers – Unauthorized Use of Internet Banking Service – Consumer – If you are an individual and your account was established for personal, family or household purposes, you can lose no more than \$50.00 if someone uses Internet Banking and your User ID or Password without your permission, provided you tell us within four (4) business days. If you DO NOT tell us within four (4) business days after you learn of the loss or theft of your User ID or Password, and we can prove we could have stopped someone from using your User ID or Password without your permission if you had told us, you could lose as much as \$300.00.

If your statement shows a transfer that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Bank may, at its sole discretion, extend the time period beyond 60 days under certain extenuating circumstances.

If you believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY at the contact information listed herein.

Your Liability for Unauthorized Transfers – Unauthorized Use of Internet Banking Service – Commercial – If you are not an individual or if your account is for other than personal, family or household purposes, you are liable for any and all unauthorized use of Silver Express Internet Banking in connection with your accounts.

Third Parties – You acknowledge that we may subcontract a portion of the Internet Banking Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Internet Banking, and you will hold us harmless for any failures, acts or omissions of any third party. The Internet Banking System is a trademark of Jack Henry and Associates, Inc. (All other Brand and product names are trademarks or registered trademarks of their respective owners). Features and services availability are subject to change without notice.

Internet Connection – You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Virus Protection – We are not responsible for any electronic virus or viruses, including, but not limited to spyware and keylogging devices, that you may encounter. We encourage our customers to routinely scan their computer and diskettes using a reliable anti-virus product to detect and remove any viruses spyware, or other unauthorized programs found. An undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware or allow confidential information to be transmitted to others without your knowledge. Additionally, you may unintentionally transmit the virus to other computers.

Disclaimer of Warranty and Limitation of Liability – We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Silver Express Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that the Internet Banking System will operate without errors, or that any or all Silver Express Internet Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Internet Banking System, including loss of profits, revenue, data or use by

you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through Silver Express Internet Banking.

Your Right to Terminate – You may cancel your Silver Express Internet Banking service at any time by providing us with written notice by postal mail or fax. Your access to Silver Express Internet Banking will be terminated within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate – You agree that we can terminate or limit your access to Silver Express Internet Banking services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. Silver Express Internet Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- Upon 5 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- Upon reasonable notice, for any other reason in our sole discretion.

Consent to Electronic Delivery of Notices – You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank and/or Silver Express Internet Banking Web Sites or by e-mail. You agree to notify us immediately of any change in your e-mail address.