



# COMMERCIAL ON-LINE BANKING ENROLLMENT

Business Name: \_\_\_\_\_

Primary Contact\*: \_\_\_\_\_

Primary Contact Title \_\_\_\_\_

\*Supervisor Login rights will be assigned to Primary Contact

Address: \_\_\_\_\_

TIN/SSN: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of User Logins Required: \_\_\_\_\_

### ADDITIONAL MODULES

*(Select all desired)*

- ACH Module
- Corporate Bill Payment Module
- Wire Transfers Module
- Positive Pay Module

*A Corporate Resolution and a signed Disclosure must accompany completed enrollment. Signed ACH Origination Agreement, Wire Transfer Agreement, and Positive Pay Agreement are also required to access those services.*

### ACCOUNT INFORMATION

| Account Number           | Description (or Title) | Type  |
|--------------------------|------------------------|-------|
| _____                    | _____                  | _____ |
| PRIMARY CHECKING ACCOUNT | _____                  | _____ |
| _____                    | _____                  | _____ |
| _____                    | _____                  | _____ |
| _____                    | _____                  | _____ |
| _____                    | _____                  | _____ |
| _____                    | _____                  | _____ |
| _____                    | _____                  | _____ |
| _____                    | _____                  | _____ |

Signature: \_\_\_\_\_ Date \_\_\_\_\_

|                                 |             |                     |
|---------------------------------|-------------|---------------------|
| <i>Bank Use Only:</i>           |             |                     |
| Bank Representative Name: _____ | Title _____ | Sales Number: _____ |

**SUNFLOWER BANK N.A.**  
**INTERNET BANKING ACCESS AGREEMENT & ENROLLMENT FORM**

**Access Request** – The undersigned Internet Banking Customer (“CUSTOMER”) hereby requests that Sunflower Bank N.A. , a national banking association (“BANK”), permit Customer’s access to the accounts(s) listed on the Sunflower Bank Internet Banking Enrollment Form, which Customer owns and maintains with Bank, via Bank’s Internet Banking Web Site, to wit: [www.sunflowerbank.com](http://www.sunflowerbank.com) (“WEB SITE”).

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

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

**Access** – To use SYSTEM, you must have at least one checking account at BANK, access to Internet service, and an e-mail address. SYSTEM can be used to access only the BANK accounts which you have designated for access by SYSTEM in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by entering the change information in the “comment” field under CHANGE OF ADDRESS. Access to your accounts through SYSTEM will be based upon the USER ID and authority levels granted by your “SUPERVISOR”. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the accountholder or that the USER has the

authority to initiate the transaction.

**SYSTEM Services and Hours of Access** – You can use SYSTEM to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, make stop payment requests, view checks, change your address, and pay bills from your BANK accounts in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form. Balance and activity information are available as of the previous business day. You can use SYSTEM seven days a week, twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM WEB SITE.

**USER IDs and passwords** – The BANK will establish one USER ID on the system for the COMPANY to be the “Supervisor”. This USER ID has the responsibility and authority to control the security level of any additional USERS the COMPANY may request. The BANK will establish additional “generic” USER IDs for the COMPANY, but the COMPANY “Supervisor” controls each USERs access. It is understood that the Bank will not be held liable for the security or account access granted to any USER by the COMPANY for security purposes. Each USER is required to change their Password upon their initial login to SYSTEM. You acknowledge and agree that Bank, in granting your request, shall issue to you an Initial Password to facilitate your exclusive access to the WEB SITE as requested herein and said Initial Password shall be kept absolutely confidential by you to ensure the WEB SITE access security to your accounts. Further, you agree to change the Initial Password to a Password of your sole selection and choosing upon your initial access to the WEB SITE, with such initial access by you to occur within 72 hours of your receipt of the Initial Password by U.S. Mail. You determine what password you will use and the identity of your password is not communicated to us. Neither Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be revoked for 24 hours. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password.

**Security** – You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, User IDs and passwords. You understand that you control, and are solely responsible for, the access and authorities granted on the system to your employees. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be

monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** – You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "**Primary Checking Account**" on your Enrollment Form (First DDA account listed). If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM. The BASIC COMMERCIAL SERVICE, which includes three USER IDs, is offered at no additional charge. The BASIC COMMERCIAL SERVICE includes unlimited account inquiry, activity history, check imaging, statement access, stop pay requests, and recon export functions. Additional services, including ACH and WIRE TRANSFER REQUESTS require additional agreements.

**Account Balances and Posting of Transfers** – Account balances at the close of the previous business day and account transactions posted on the previous business day are normally available on the WEB SITE by 9:00AM CT each business day (excluding weekends and holidays). Additionally, presentment and memo posted account transactions are normally updated and available on the WEB SITE at 11:00AM CT and 2:00PM CT each business day. 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 Customer Support Center at (785) 826-2295 or (888) 827-5564. Transfers initiated through SYSTEM before 5:00PM CT on a business day are posted to your account the same day. Transfers completed after 5:00PM CT on a business day, or anytime on a Saturday, Sunday or banking holiday, will be posted at the end of the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of SYSTEM will not reflect transfers made by multiple users from the same account if different login IDs are used. 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:

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

**Limits on Amounts and Frequency of SYSTEM 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.

**SYSTEM Bill Payment Service** – 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 to be debited from your account. If the date you want the payment to be debited from your account is not a business day, the SYSTEM will not allow you to choose that date for your payment. By using the SYSTEM Bill Payment Service option, 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 first SYSTEM bill payment may be charged to your Primary Checking Account unless you select otherwise when setting up the payment. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

**Scheduling SYSTEM Payments** – Payees may be paid in one of three methods, electronically, paper draft from CheckFree or paper draft 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 bill payment payee to properly post a payment to your account.

**SYSTEM Bill Payments** – If you have a question on your payment, please contact our Customer Care center or inquire about the payment through our BillPay system. You accept responsibility to correct any vendor or account information prior to submitting your bill for payments.

**How to Cancel a SYSTEM Bill Payment** – To cancel a bill payment that you have scheduled through SYSTEM, you must cancel the payment online via SYSTEM (by following the onscreen instructions) prior to the payment being processed. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment.

**Stop-Payment Requests** – Stopping the payment of a check is different from the cancellation of a bill payment. You may initiate stop-payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts (not SYSTEM bill payer paper drafts.) Online stop-payment requests are retrieved and processed throughout the business day. However, Sunflower Bank requires a reasonable time to act upon such e-mail requests. **If you require immediate action regarding a stop payment request, you must call our Customer Support Center at (785) 826-2295 or (888) 827-5564.** To be effective, this type of 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 may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

**Disclosure of Account Information and Transfers** – As a diversified financial services company, SUNFLOWER BANK N.A. has a separate bank subsidiary which is an insurance agency. Information held by one SUNFLOWER BANK N.A. entity is available to other SUNFLOWER BANK N.A. affiliates for authorized purposes. Information about your accounts or the transfers you make may also be automatically disclosed to other parties. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

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

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

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

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

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

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

**Communications between BANK and You** – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**E-mail:** You can contact us by e-mail at SunNet@sunflowerbank.com (Please note that banking transactions through SYSTEM are not made via e-mail.)

**Telephone:** You can contact us by telephone at (785) 826-2295 or (888) 827-5564

**Postal Mail:** You can write to us at: SUNFLOWER BANK N.A. ,P.O. Box 800, Salina, KS 67402-0800

**In Person:** You may visit us in person at any one of our branch locations: See the “Contact Us” screen on our web page for a detailed listing.

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

The Internet Banking System is a trademark of Q-UP Systems. (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.

**Customer:** \_\_\_\_\_(Company or Bank Name)

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Sunflower Bank, N.A.**

Bank Representative Name: \_\_\_\_\_

# WIRE TRANSFER SERVICES AGREEMENT

|                           |                           |
|---------------------------|---------------------------|
| _____                     | Sunflower Bank, N.A.      |
| Company Name ("Customer") |                           |
| _____                     | P.O. Box 800              |
| Company Address           |                           |
| _____                     | Salina, Kansas 67402-0800 |
| City, State, Zip Code     |                           |

The following terms and conditions shall apply to the use of the wire transfer services provided to *Customer* by Sunflower Bank, N.A. ("Bank").

## 1. Wire Transfer Requests (Outgoing funds)

Bank maintains a wire transfer system pursuant to which Bank shall initiate and receive funds transfers via FedLine (Federal Reserve Bank). In order to comply with Federal Regulations, the use of a completed "Sunflower Bank Wire Transfer Form" is required to request a wire transfer. The completed form must be presented to a Sunflower Bank employee either in person or by fax. A Sunflower Bank employee must verify available funds before the wire transfer can be transmitted. Wire transfer requests received via "SunNet" do constitute an official form and are received and funds verified by a Bank employee before they are forwarded to the Wire Transfer Department. Whether the request is received electronically, by fax, e-mail, by telephone or in person, the form must be completed and funds available for the wire to be processed.

Customer initiating any wire transfer request shall be responsible for providing all necessary information prescribed by Bank. Customer understands that incorrect information provided on the "Sunflower Bank Wire Transfer Request" form may result in a transfer being returned or funds being transferred to an unintended destination. Customer agrees that Bank shall not be liable to Customer for any information provided by Customer which is inaccurate, incomplete or otherwise incorrect.

Transfers affected by Bank in accordance with this agreement shall be subject to the rules, regulations or by-laws governing the wire transfer network utilized by Bank. Bank reserves the unrestricted right to decline to process or delay the processing of any Wire Transfer: (a) which is in excess of the collected funds balance in the account of Customer to be charged as of initiation of such Transfer; (b) if initiating the Wire Transfer would cause Bank, in Bank's sole discretion, to exceed any volume, aggregate dollar, or similar limits upon wire transfer which are applicable to Bank; or (c) if Bank, in good faith is unable to satisfy itself that the transaction has been properly authorized by Customer. Bank shall incur no liability to Customer caused by the delay in processing a Wire Transfer.

## 2. Notification

It is not the policy or practice of Bank to notify Customer of the receipt of an incoming wire transfer. However, there are some exceptions. Premier Cash Management, Correspondent Banks and incoming wires \$3000.00 and above are notified either by telephone or mail. Incoming wire transfers are posted online at the time of receipt to the account designated on the wire. Account balances may be checked to verify receipt of a wire transfer by utilizing "SunNet", "Check-It"(1-800-552-2432), or the call center (1-888-827-5564). "Pay upon proper ID" wires are online posted to an internal account. Receipt of the funds must be in person after proper ID has been verified.

### **3. Fees**

Customer agrees to pay Bank all fees when due for the services provided Customer hereunder pursuant to its normal fee schedule, which fee schedule may be modified without notice to Customer.

### **4. Processing Hours**

9:00AM – 3:00 PM Central Time

Wire requests received after 3:00 PM will be processed by 9:30 AM the following banking day. Incoming wires will be posted until 5:00 PM CT.

### **5. Security Procedures**

It is the policy of Sunflower Bank to receive all wire transfer requests either electronically via "Sunnet" or on the "Sunflower Bank Wire Transfer Request" form. Forms completed in person at a Sunflower Bank location must be signed by the account holder with proper ID provided and funds verified by a Sunflower Bank employee before being forwarded to the Wire Transfer Department. Telephone and e-mail requests must have a Sunflower Bank employee complete the transfer form. The employee will verify the identification of the caller by asking account related questions. The employee will also verify the collected funds in the account. A Bank Officer or Branch Manager is required to sign the form in place of the account holder.

If the Customer is a Premier Cash Management or a Correspondent Bank customer, this Agreement must be signed by an authorized representative of the Customer. Premier Cash Management or Correspondent Bank customers are responsible for granting wire authorization to its employees, bank does not verify.

Premier Cash Management customers must complete and fax a "Sunflower Bank Wire Transfer Request" form to 785-826-2289. Commercial Support staff will verify funds and signatures. They will then forward the request form to the Wire Transfer Department.

Correspondent Bank Customers telephone their wire transfer requests to the Correspondent Support staff. Sunflower Bank distributes daily passwords to each Correspondent Bank Customer quarterly. It is the responsibility of the Correspondent Bank to distribute those passwords only to those employees authorized to initiate wire transfer requests. Correspondent Support staff will require the correct password before completing the appropriate form and forwarding it to the Wire Transfer Department. It is not the responsibility of Bank to monitor any dollar limitations or specified applications assigned to Customer's employees by the Customer. Correspondent Support staff will verify the availability of collected funds and require the correct password.

### **6. Limitation of Liability; Indemnity**

Customer agrees that Bank's responsibility to Customer under this Agreement shall be limited to the exercise of ordinary care. It is not the responsibility of Bank to monitor dollar limitations of Customer employees initiating wire transfers; only to verify that the signature is that of an authorized signer as specified in this Agreement.

Bank shall not be responsible for any expense, claim, loss or damage except that which arises out of its negligent acts committed by any of its employees in the performance of the service(s) under this Agreement. In no event shall Bank be liable for an attorneys' fees or for any special, incidental, consequential or exemplary damages, including, but not limited to, lost profits, from any cause whatsoever arising out of, or in any way connected with this Agreement. Customer expressly agrees with Bank that Bank shall be deemed to have acted without negligence in performing under this Agreement if Bank has complied with Bank's policy and procedures.

Provided Bank shall have exercised ordinary care in the performance of its obligations under this Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all

claims, damages, losses, liabilities, costs, and expenses (including but not limited to attorneys' fees and court costs) of any nature whatsoever arising directly or indirectly from Customer's use of Banks wire transfer services.

**7. Force Majeure**

Notwithstanding any other provisions of this Agreement to the contrary, Bank shall not be liable for its failure to act upon or delay acting upon, or default in performance of any obligation which failure of delay results from interruptions of Bank's business due to equipment failure or malfunction, failure in common communication carrier, energy shortage, act of God, act of government authority, act of public enemy or war or riot, flood, civil commotion, labor difficulty, severe or adverse weather condition, or without limiting the generality of the foregoing other causes beyond Bank's control.

**8. Client Attestation:**

If Customer is a corporation, Customer represents, warrants to, and covenants with Bank that the execution and delivery of this Agreement has been authorized by resolutions heretofore adopted by its Board of Directors and, as applicable, it's shareholders in accordance with law and its articles or bylaws, that said resolutions have not been amended or rescinded and are in full force and effect, and that the officers executing and delivering this Agreement for and on behalf of Customer, are duly authorized so to act. Bank, in accepting this Agreement, is expressly acting and relying upon the aforesaid representations and warranties.

**CUSTOMER** \_\_\_\_\_ **(Company or Bank name)**

**By:** \_\_\_\_\_ **(Print Name)**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**If corporation, signature shall be attested.**

**Attested By:** \_\_\_\_\_

**Secretary**

**SUNFLOWER BANK, N.A.**  
**Account Relationship Officer**

**By:** \_\_\_\_\_ **(Print Name)**

**Signature:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Please forward signed contract to Retail Support**

## ACH ORIGINATION AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (the "Company") and Sunflower Bank N.A., (the "Bank").

The Company has requested that the Bank permit it, or a third party processor, to initiate electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House (the "ACH") operated by Mid-America Payment Exchange ("MPX").

Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The Bank will transmit the credit and debit entries initiated by the Company to the ACH as provided in the Rules of MPX, as in effect from time to time (the "Rules"), and this agreement.
2. The Company, even when represented by a third party processor, will comply with the Rules insofar as applicable. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.
3. The Company will retain the original or a microfilm or other equivalent to a image record of each authorization received by the Company for two (2) years after termination or revocation of such authorization.
4. The Bank recommends that the Company send Prenotification that it intends to initiate an entry or entries to a particular account. Prenotification is not mandatory, however, to stay in compliance with the ACH Rules, if the Company does choose to transmit Prenotification entries, it may not initiate live dollar entries until at least six banking days following the settlement date of the Prenotification entry. After the Company has received notice that any such notification has been rejected by a receiving bank, or that a receiving bank will not receive entries without having first received a copy of the authorization signed by its customer, the Company will not initiate any entry to such customer, except the Company may initiate entries after providing the receiving bank with such authorization, within the time limits provided by the Rules.
5. The Company will provide computer readable information in the mutually agreed upon medium and in the format specified in appendix B of the Rules.
6. In compliance with the ACH rules, the Bank will establish and monitor exposure limits for originating companies. The Bank will periodically request the assistance of the Company in establishing those limits. The company agrees to provide that information when requested. Recurring files, such as payrolls and billings, will be scheduled each calendar year. The company, if originating recurring entries, will supply a schedule of those files annually.
7. Each entry or file shall be submitted via internet banking no later than: 5:00 p.m. Central Time one business day prior to settlement date for payrolls and 5:00 p.m. Central

Time one business day prior to settlement date for bill collection, bill payment, or debit files. Each entry or file originated by a third party processor shall be submitted via internet banking no later than 3:00 PM Central Time for processing. Credits must be processed 24 hours in advance of payment. The Bank shall not be liable for settlement date payment of files delivered late.

8. The Company will provide immediately available funds to cover any credit entry initiated by it not later than the Origination Date.

9. The Company will receive immediately available funds for any electronic debit entry initiated by it when credit is received from the Federal Reserve system by The Bank.

10. If the Company discovers that any entry it has initiated was in error, it may notify the Bank of such error. If such notice is received prior to the file being submitted to the Federal Reserve the bank will not process. The Bank will utilize its best efforts to initiate an adjusting entry or stop payment of any "on us" credit entry within the time limits provided by the Rules. In the event the file has been submitted to the Federal Reserve, the company can initiate a reversal. If an entry originated by the Company through a third party processor is in error, the Company will notify the third party processor of the error.

11. In the event any entries created by the Company or a third party processor are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Company, or their third party processor, to remake such entries. However, entries rejected by the ACH that were created by the Bank in behalf of the Company shall be recreated by the Bank. The Company shall retain and provide the Bank on request all information necessary to remake any file of entries for three (3) days after the midnight of the Settlement Date.

12. The Company will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.

13. The Company will indemnify the Bank if the Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by the Company, of any of the warranties of an Originating Bank Contained in the Rules, except due to the Bank's own negligence.

14. The Company will compensate the Bank for providing the services referred to herein at the prices set forth in the schedule attached hereto.

15. In the event the Company incurs any loss due to mishandling of a particular entry or entries, the Bank's liability to the Company shall be limited to (i) liability for its own negligence or willful misconduct; and (ii) the amount recoverable by the Bank from the ACH, MPX or any third party pursuant to the Rules or any indemnity agreement. If the

mishandling was on the part of a third party processor, they would be responsible for any losses.

16. This Agreement is terminable on ten days notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Company prior to such termination.

17. Company and The Bank shall comply with the security procedure requirements described in the attached schedule attached hereto with respect to entries transmitted by company to The Bank.

18. Credit given by Receiving Depository Financial Institution (RDFI) to the Receiver with respect to credit entries subject to Uniform commercial Code Article 4A (UCC 4A), is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as approved in section 4A-403 (a) of UCC 4A, and if such settlement or payment is not received, the RDFI shall be entitled to a refund of the amount credited from the Receiver, and the Originator shall not be deemed to have paid the Receiver the amount of the entry.

19. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (OFAC Compliance Hotline: 1-800-540-OFAC)

IN WITNESS THEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Signer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BANK Sunflower Bank, N.A.  
Account Relationship Officer / Manager

BY: \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship Officer / Manager

Title/Sales #: \_\_\_\_\_

Date: \_\_\_\_\_

## Outgoing ACH Exposure Limit

To be completed by COMPANY:

\_\_\_\_\_  
(Company name)  
regularly originates outgoing ACH files. The highest dollar file we anticipate originating is (\$ \_\_\_\_\_). I also understand that the Bank will establish an EXPOSURE LIMIT on the size of the files processed and that files greater in amount than that limit will be reviewed before processing. I further understand that the EXPOSURE LIMIT amount is subject to review, and must be reestablished annually.

Authorized Signature: \_\_\_\_\_

To be completed by ACCOUNT RELATIONSHIP LOAN OFFICER at Sunflower Bank:

Company Name \_\_\_\_\_

*Debit file* Exposure Limit \_\_\_\_\_

*Credit file* Exposure Limit \_\_\_\_\_

Date \_\_\_\_\_ Customer's RISK GRADE \_\_\_\_\_

Signature of Relationship Loan  
Officer: \_\_\_\_\_

Sales #: \_\_\_\_\_

# Positive Pay Service Description and Agreement

WHEREAS, \_\_\_\_\_, (hereinafter called “Company”), desires to participate in the Positive Pay Check Fraud Reduction Program offered by Sunflower Bank, N.A., (hereinafter called “Bank”);

Now, Therefore, the Company, in consideration of being able to participate in the Bank’s Positive Pay Check Fraud Reduction Program and of other good and valuable consideration, acknowledges that the following constitutes a valid description of the Positive Pay—Return Default Service and agrees to participate in that service as described, to-wit:

- 1. Description of Service.** The Positive Pay Check Fraud Reduction Program (the “Service”) will enable Company to instruct Bank to return counterfeit checks, checks otherwise not validly issued and certain altered checks. The Service is available only in conjunction with Bank’s Business Accounts, which is subject to the terms of additional service documentation, which company acknowledges having accepted by using this service.
- 2. Check Issue Data.** Company will provide Bank with the complete issue date, serial number and amount of each check issued (the “check issue data”) on the transaction account(s) at Bank separately designated in the Positive Pay Merchant Instructions or otherwise in writing from time to time (the “Account”). The check issue data will be provided to Bank in the format and medium, by the deadline, and at the place specified by Bank in the Positive Pay Merchant Instructions or otherwise in writing to Company. On each Business Day the check issue data, as Bank has recorded it up to and including that Business Day, will be electronically matched to checks presented against the Account. The check issue data may be provided to Bank’s branches to assist its tellers in making decisions about cashing checks. In performing the Service Bank will be required to use only the check issue data that Company has provided to Bank in the format and medium, by the deadline, and at the place specified by Bank.
- 3. Exception Report.** Company will be informed of the check number and amount of each check which is not a matching check in an online report (the “Positive Pay Exceptions Report”) which Company must access through one of the information reporting systems now or hereafter offered by Bank. This information will include checks which are not matching checks because of encoding errors.
- 4. Return Instructions.** On the Business Day on which Company is informed that a check is not a matching check, Company may instruct Bank through the online information reporting system now or hereafter offered by the Bank to pay or return the check. The Company may identify the check by selecting the corresponding item and marking the action to be taken by Bank if Bank receives the instructions at the place and before the deadline specified by Bank on the Positive Pay Exceptions Report made available to Company by Bank.
- 5. Payment of Checks.** If Company misses Bank deadline for requesting return of check, Company checks will be considered properly payable.
- 6. Limitation of Liability and Indemnification.** Each check which Bank pays in accordance with this Service Description will be deemed to be properly payable. Each matching or other check Company has authorized Bank to pay in accordance with this Service Description will be paid without the Bank performing its customary (or any other) check verification procedures, and Bank will have no liability

whatsoever for paying the check if its serial number or amount is altered, or if it is counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued. Company(i) agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of its payment of a matching or other check at Company's instruction, and (ii) releases and forever discharges Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suites, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed contingent, direct or indirect, which Company has, or ever can, may or shall have or claim to have against Bank regarding or relating to the return or payment of any check pursuant to provisions of this Service Description.

7. **Stop Payment and Return Decisions.** The Service will not be used as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to return a matching or other check that was validly issued. Nothing in this Service Description will limit Company's right to stop payment on any matching or other check or Bank's right to return any matching or other check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds to pay it in the Account.
8. **Termination.** The Service will automatically terminate if the Account is closed for any reason. Termination of the Service will not terminate the Company's or Bank's rights or obligations under this Service Description or the Service Documentation with respect to events or actions which occurred before such termination.
9. **Survival.** Section 6 will survive termination of the Service.

**Sunflower Bank, N.A.**

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Print Name

**By:** \_\_\_\_\_  
Print Name

**Signature:** \_\_\_\_\_  
Relationship Officer/Manager

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please list the accounts that you would like to enroll in the Positive Pay Fraud Reduction Program.**

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_

Account Number \_\_\_\_\_ Date \_\_\_\_\_