

Online Financial Manager Access Agreement

I. Introduction

This Online Financial Manager Access Agreement ("Agreement") for accessing your American Federal Bank accounts through Online Financial Manager explains the terms and conditions governing the online banking services offered through Online Financial Manager. By using Online Financial Manager Services or permitting others to do so, you and they agree to the terms and conditions of this Agreement. This Online Financial Manager Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of North Dakota. The terms "we," "us," "our," "American Federal Bank," and "Bank" refer to American Federal Bank. "You" and "your" refer to the Company, Company Administrator or other Company Users. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Online Financial Manager can be used to access American Federal Bank accounts. Each of your accounts at American Federal Bank is also governed by the applicable account disclosure statement ("Terms and Conditions"). There is a separate enrollment process and disclosure statement and Agreement for Business Online Bill Pay, ACH Origination and Wire Transfers.

American Federal Bank Online Financial Manager allows the Company Administrator and Users in your Organization to use a personal computer equipped with an active connection to an Internet Service Provider or web-enabled mobile device to access your account(s), 24 hours a day, 7 days a week, with possible interruptions due to system maintenance, technical difficulties, or causes beyond our control. Upon opening your account and providing the signed Account Agreement and applicable organization documents, the Users you authorize will be able, by use of Login Credentials, to complete confidential inquiries on your accounts established at American Federal Bank and perform functions through the service and as granted by the Company Administrator. In addition, Users will be able to perform any functions that may be added to the American Federal Bank Online Financial Manager Service, as granted by the Company Administrator.

II. Terms and Conditions

The first time you access your American Federal Bank accounts through Online Financial Manager you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and acceptance of the terms of this Agreement.

You agree to protect your accounts while you are signed into Online Financial Manager. This includes, but is not limited to: (1) sign off your session any time you leave your desk; (2) do not permit others to use your computer without signing off your session; and (3) do not permit others to perform transactions using your login credentials.

You agree that initiating transactions through Online Financial Manager authorizes American Federal to withdraw from the designated account the amount of funds required to complete the transaction(s), including any transaction-related fees disclosed or communicated. All communications received through Online Financial Manager constitute legal endorsements and shall have the same force and effect as a writing signed by you. You agree that it is your responsibility to ensure that withdrawal requests are only made against available funds. Requests made against uncollected funds may or may not be processed. If processed, may be subject to additional account fees. Processing of a request against uncollected funds does not obligate us to do so again at a future date. Uncollected funds are items you deposit that are in process of being collected.

As disclosed at the time your account was opened, by federal law, the number of check or electronic transfer withdrawals from a savings or money market account is limited to six per month. Electronic transfer withdrawals from these accounts through Online Financial Manager are considered "electronic transfers", along with those conducted via ACH, the telephone or other automatic transfer method. Violations of these restrictions or others may be subject to additional account fees or force us to change the account to a product that does not have similar account restrictions.

You agree and warrant that if your Online Financial Manager enrollment includes accounts owned by a non-natural person (business, organization, entity of any kind), you have the full right and authority to assign access to yourself, your business or the Company Administrator you select. This includes the authority to move funds between, among and outside of the business accounts. If it includes a mixture of personal and business accounts, you warrant that you have the legal authority to conduct such transactions and will do so only within the legal parameters of that authority. You agree to hold American Federal Bank harmless for any transactions, losses, damages, claims, disputes, or other situations that result in movement of money within or outside of the legal authority you warranted above, even if or to the extent that you were not authorized to make such warranty but did so anyway. You understand and agree that if you include both Company and your personal accounts in your access, your Company Administrator has full and complete access to accounts, regardless of ownership. By assigning such Company Administrator, you authorize any and all disclosures of information and transactions now and into the future.

You understand and agree that if you use the Online Financial Manager to manage your personal account(s), notwithstanding anything to the contrary herein, your transactions on personal account(s) are subject to and governed by the Terms and Conditions provided to you for your personal account. You must refer to your personal account Terms and Conditions for additional information including information about your liability for unauthorized transfers and your error resolution rights. To the extent there is any

conflict between the terms of this Agreement and your personal account's Terms and Conditions, the personal account's terms and conditions will govern.

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Terms and Conditions, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. **You understand and agree that you will advise each person to whom a Password is provided that each transaction originated through Online Financial Manager is NOT a "consumer" transaction as defined in the Electronic Fund Transfer Act and in Regulation E and is not governed by or entitled to the protection of federal law and regulation.**

The Bank reserves the right to terminate this Agreement and your access to Online Financial Manager, in whole or in part, at any time without prior notice, for any reason.

If you wish to cancel Online Financial Manager or any of the services offered through Online Financial Manager, please contact your local American Federal Bank or send us cancellation instructions in writing to **American Federal Bank, Attn: Operations, 215 N 5th St., Fargo ND 58102, or by E-mail to customersupport@americanfederal.net.**

A. Changes to Charges, Fees or Other Terms

There are no monthly or transaction fees for accessing your account(s) through Online Financial Manager. Additional fees may apply for Business Online Bill Pay, ACH Origination, Wire Transfers, or your specific product/account. Refer to the applicable Terms and Conditions or separate agreements for further information.

There are no monthly or transaction fees for accessing your account(s) through Online Banking. Please note that fees may be assessed by your Online or data service provider. The Bank is not responsible for any third party hardware or software you may need to use this Service. Any hardware or software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation. In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third-party service providers, including, but not limited to your mobile service provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.) or any third-party provider of or marketplace for the Services (e.g. Apple, Inc., Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of the Services (e.g. data use charges, etc.), and you agree to be solely responsible for all such fees, charges, limitations and restrictions. You agree that only your mobile service provider is responsible for the performance and operation of its products and services, including your mobile device and the mobile service provider's own network. You agree to resolve any problems with your mobile service provider without involving Bank, Apple, Inc., or Google, Inc. (Android). You must comply with the applicable third party terms when using the Services (e.g. you cannot be in violation of your wireless provider agreement when using the Service).

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message ("E-mail"). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional or increased fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Terms and Conditions.

B. Hours of Accessibility

You can access your American Federal Bank accounts through Online Financial Manager seven days a week, 24 hours a day. However, at certain times, some or all of Online Financial Manager may temporarily not be available due to system maintenance or technical difficulties. You will be notified online when this occurs.

An internal transfer (between your American Federal Bank accounts) initiated through Online Financial Manager before 6 pm Central time on a business day is posted to your account the same day. All transfers completed after 6 pm Central time on a business day or on a Saturday, Sunday or Federal holiday, will be posted on the next business day. Transfers involving accounts not held at the Bank (External Transfers) are subject to the terms specified in Section IV.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

C. Separate Account Agreements And Disclosures

Each of your accounts at American Federal Bank is also governed by the separate account agreement you have with us for the account and the applicable account disclosures ("Account Agreement and Disclosures") that have been delivered to you. All agreements applicable to your various accounts or loan relationships with us shall continue in full force and effect

except as specifically modified by this Agreement, and shall be applicable to all transactions initiated by Users with Login Credentials. However, if any such account is an account requiring two or more signatures, all signature requirements are hereby waived by you and all signers.

D. Changes to American Federal Bank Online Financial Manager

In addition to the changes permitted under section II(A) above, we may limit services or transactions available on Online Financial Manager, from time to time, at our sole discretion and without prior notice. We may make changes or modifications to Online Financial Manager, including expanding services, access methods or transactions available from time to time. We may make amendments to this Agreement, such amendments shall become effective upon notice sent to you by mail or electronically or upon such later date as may be stated in our notice to you. If you maintain or your Users use the Online Financial Manager Service after the effective date of the change, you confirm your agreement to the change and/or the expansion of services or transactions. We may, without notice, modify or discontinue a User's access to Online Financial Manager.

III. Security Procedure for American Federal Bank Online Financial Manager

The following describes the Security Procedures you and your Users agree to follow. By using the Online Financial Manager Service, you agree that the Security Procedures are commercially reasonable. You further agree to take commercially reasonable steps to maintain the confidentiality of the Security Procedures and any Login Credentials, security devices and related instructions you provide or that are provided by us in connection with these Security Procedures.

1. Upon completion of the American Federal Bank Online Financial Manager setup process, the Company Administrator identified in the enrollment process and authorized by the Organization documents will be provided individual Login Credentials and initial Online password. The Company Administrator will be able to set up and manage your American Federal Bank Online Financial Manager Service by using his/her Login Credentials. The Company Administrator will be able to set up any desired other authorized persons (collectively called "Users"), designating the levels of account access and privileges, and will be responsible for providing these Users with their respective Login Credentials and initial Online password. Company is responsible for notifying American Federal immediately of any change needed to the Company Administrator role.
2. In managing your Online Financial Manager Service, you are responsible for all transfers and withdrawals your Users conduct using Online Financial Manager even if Users exceed the authority you have given them. We have no knowledge of any limitations you may have in place for your Users and we will not be responsible to you or to any third parties for any transactions that exceed limitations you may have in place. If you or your Users permit non-authorized persons to use Online Financial Manager, or your Login Credentials, you are responsible for any transactions they conduct.
3. You and your Users agree to protect the secrecy of the Login Credentials, tokens, secure access codes (SACs), account access and account data/information accessed via Online Financial Manager, as applicable, and we have no responsibility if you or a User discloses the same. You and your Users also agree to limit distribution of this information to only those authorized by you to access Online Financial Manager. You must notify us immediately by phone if you believe or suspect any of your accounts have been accessed without your permission or Login Credential information has been used without your permission to access your accounts. The occurrence or unauthorized access will not affect any transaction made or processed in good faith by American Federal Bank prior to the receipt of such notification and within a reasonable time period thereafter to prevent unauthorized transactions. For security purposes, we recommend that Users memorize their Login Credentials and not write them down. The system gives your Users the ability to change online passwords regularly and you may require that Users change online passwords regularly, including when other Users are deleted. To protect the security of passwords, we recommend that Users change their passwords regularly, at least every ninety (90) days.
4. A User may only log on to Online Financial Manager using his/her correct Login Credentials. Once the User has entered his/her correct Login Credentials, the User will be able to conduct any transactions consistent with the privileges and levels of access which have been granted the User by the Company Administrator or another User who has been granted authority to Manage Users. We have no knowledge of the privileges and levels of access granted individual Users.
5. American Federal Bank may rely on the Login Credential information provided by the individual submitting the funds transfer instruction. American Federal Bank has no responsibility for verifying Login Credentials.
6. Access may be suspended for Company Administrators that do not use their Login Credentials for more than six (6) months.
7. American Federal Bank staff will not ask you for your password.
8. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call your local American Federal Bank. In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. You are responsible for

keeping your Login Credentials, account numbers and other account data confidential. If you believe that your Login Credentials may have been lost, stolen, compromised or that someone has transferred or may transfer money from your account without your permission, notify your local American Federal Bank immediately.

9. The Company is solely responsible for operator security procedures on personal computer(s), access devices or network(s) that have access to the Online Financial Manager and ensuring the adequacy of its software and hardware's security measures to prevent initiation of fraudulent transactions. This includes having proper technology protections in place, as well as educating employees and third party agents regarding social engineering and other threats. The Company is also responsible for the security measures associated with the software, hardware, access devices, networks or operators of any third party agents or representatives of the Company for which the Company grants user access.
10. Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call American Federal Bank Customer Service at 800-770-6605, E-mail customersupport@americanfederal.net, or write **American Federal Bank, Attn: Operations, 215 N 5th St., Fargo ND 58102**. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.
11. American Federal Bank will send security alerts to you via text or phone call. Security alerts will include notifications such as when your password has been changed. You can control some of the security alerts you receive. If you disable security alerts that were designed to alert you of potentially fraudulent activity or unauthorized access, and those alerts would have protected or prevented unauthorized access or transactions, you agree that you are liable for the resulting activity and hold American Federal Bank harmless for any resulting losses or damages.
12. You understand and agree that you must immediately notify us of any changes to your contact information, including your telephone number, mobile number to receive texts, E-mail address, or mailing address. You agree to notify us immediately if you believe another person has improperly obtained your Login Credentials by calling us at 800-770-6605. We will use reasonable efforts to provide you with security alerts in a timely manner, but do not guarantee the delivery of security alerts.

IV. Description and Additional Terms of American Federal Bank Online Financial Manager Service

A. Benefits of Using Online Financial Manager

With Online Financial Manager, you can manage your personal and/or business accounts from your home or office on your personal computer or other web-enabled device. You can use Online Financial Manager to:

- View account balances and review transaction history. You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available in real time.
- Transfer money between American Federal Bank accounts. (Subject to Terms and Conditions of your account)
- Setup and Initiate External Transfers between your American Federal accounts and accounts you own at other financial institutions.
- Communicate directly with and send secure documents to American Federal Bank through Electronic Messages.
- Access Business Online Bill Pay. (Subject to Business Online Bill Pay Terms and Conditions)
- Access Mobile Deposit Services. (Subject to Mobile Deposit User Agreement)
- Initiate wire transfers. (Subject to Wire Transfer Agreement)
- Originate Automated Clearing House (ACH) deposit or withdrawal transactions. (Subject to ACH Origination Agreement)
- Administration of American Federal Bank Online Financial Manager
 - Manage Accounts – Request accounts to be enrolled or deleted for Online Financial Manager Services, establish and edit transactional limitations on these accounts;

- Manage Users – Add, delete and modify other Users. Each User can be granted or denied transactional privileges and authority on an account by account basis. Any Users can be granted the authority to perform any or all of the functions listed in this Agreement, or which are later added to the service;
- Manage Company – Establish transactional limitations and approval requirements for Online Financial Manager Services;
- Manage Reports – Create and view reports detailing User and account information.

B. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Business Online Bill Pay and Online Financial Manager transfers, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, such as ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Online Financial Manager may result in an overdraft of your account and may, at American Federal Bank's discretion, be canceled or rejected.

In addition, you will be charged our regular overdraft charges that apply to your account.

C. Lawful Activities

Any financial service provided by American Federal Bank may be used for any transaction permitted by law. You agree that illegal use of any financial service including, but not limited to American Federal Bank Online Financial Manager Services, will be deemed an action of default and/or breach of this Agreement and such service and/or other related services may be terminated at American Federal Bank's discretion. You further agree, should illegal use occur, to waive the right to sue us for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold American Federal Bank harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. You are responsible for ensuring that Users are aware of this provision. You will be responsible for any illegal transactions or use of the American Federal Bank Online Financial Manager Service by Users.

D. Electronic Messaging

Sending electronic messages ("Electronic Messages" or "Electronic Messaging") through Online Financial Manager is a way to communicate with American Federal Bank's Online Support Desk. Electronic Messaging is provided for your Users to ask questions regarding Online Financial Manager. Electronic Messaging, however, is designed exclusively to facilitate the use of Online Financial Manager, and therefore, should not be used to ask questions regarding any other service offered by American Federal Bank. For prompt action, these questions should be communicated directly with your local American Federal Banker. Electronic Messaging is accessible after Users sign on with their Login Credentials to a session of Online Financial Manager.

Your Users shall not use Electronic Messaging to initiate transactions on your account(s).

Since we may not receive or review Electronic Messages immediately, you and your Users should not rely on Electronic Messages if you need to communicate with us immediately. We shall have a reasonable time to act upon any Electronic Messaging request, and reserve the right to reject any transaction or request received by Electronic Messaging.

Unless you instruct us otherwise, and to the extent permitted by law, you agree that we may communicate with you by sending you Electronic Messages. This means that we may choose to send you information including, without limitation, legally required disclosures about your accounts with us, agreements and updates, modifications to agreements, security precautions and information, and changes concerning Online Financial Manager, via Electronic Messaging, and that you will accept and read such Electronic Message. Any Electronic Message sent to you by us shall be considered as if sent by U.S. Mail, postage prepaid, and shall be considered received by you within three (3) days of the date sent by us, even if you have not signed on to Online Financial Manager within that time frame.

A valid phone number and E-mail address must be provided and kept current to access Online Financial Manager. Third party E-mail providers include internet service providers who also offer E-mail services, web E-mail, or your place of business. This form of E-mail is not a secure method of communicating with American Federal Bank. Do not send specific account or confidential company or personal information through your third party E-mail.

You shall not use E-mail to initiate transactions on your account(s). For banking transactions, use the appropriate functions within Online Financial Manager or call your local American Federal Bank.

E. Information We Send You

Any information you receive from us electronically is provided on a best-efforts basis and is reasonably believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information, or any investment or other decision you make using this information. Any notice we send your Users, whether orally, electronically or in writing, are just as effective as if sent to you at the address we have on file for you.

You acknowledge that, even though E-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (1) information placed on the Internet by third parties; (2) the security or continued availability of the Internet or of any Internet website, including without limitation our website; or (3) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our services. We assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (1) Internet services are provided to you on an "as is" basis, without warranties of any kind; (2) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (3) you will comply with all laws applicable to your Internet activities; (4) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (5) we may monitor your e-mail and Internet communications with your employees; and (6) our Internet service will be subject to the additional qualifications and operating rules, if any, set forth on our website.

You understand that if you send E-mail to us, we may not receive or review it immediately. We will have a reasonable time to act upon any E-mail request or notice, and reserve the right to reject any transaction or request received by E-mail.

F. Recording and Use Of Communications

You and American Federal Bank agree that all telephone conversations and data transmitted between you and your employees, representatives or agents and American Federal Bank and its employees, representatives or agents made in connection with this Agreement may be electronically recorded and retained by American Federal Bank by use of any reasonable means.

G. Information Processing and Reporting

We offer a number of services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

1. Information You Provide to Us. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. We are not obligated to detect errors in your transfer or payment instructions.
2. Your Instructions. You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or financial institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or financial institution.
3. Your Review. You acknowledge that it is not possible for the Online Financial Manager Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data we submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

H. Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA)

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account(s) or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is inadvertently approved and processed, you will still be responsible for such charges.

V. Liabilities

A. Our Responsibilities, Liability, Limitations On Liability, and Indemnity

In the performance of services required by this Agreement, we shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to this Agreement, and we shall not be responsible for the accuracy or completeness thereof. We shall only be responsible for performing the services expressly provided for in this Agreement, and we shall only be liable for our own gross negligence or willful misconduct, subject to the following limit. Our liability for our own gross negligence or willful misconduct is limited to direct money damages actually incurred by you in an amount not exceeding the amount of the transaction.

WE SHALL NOT BE LIABLE IN ANY CASE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT YOU MAY ASSERT INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

We shall not be responsible for you or your User's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any transfer, bill payment order, or request to amend or cancel same received from you or your Users) nor the acts or omissions of any other person or entity including, without limitation, any Federal Reserve Financial Institution, Automated Clearing House or transmission, information or communications facility, any Receiver, Beneficiary, Intermediary Financial Institution or Receiving Depository Financial Institution and no such person will be deemed our agent.

You will indemnify us for and defend and hold us harmless against all claims, liabilities, costs, losses and damages of any nature, including allocated costs of staff counsel and other attorney fees, which arise out of or relate to: (1) disputes or legal actions by third parties about any action we take on a User's transaction or which result directly or indirectly, in whole or in part, from your or your User's access of the services and performance of transactions via Online Financial Manager; (2) claims that we are responsible for any act or omission on your part for that of any other person; or (3) from our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement. This indemnity does not apply to any costs, losses or damages attributable to our gross negligence or willful misconduct. Your obligation under this paragraph survives termination of this Agreement.

Without limiting the generality of the foregoing, we are excused from, and not responsible for, failing to act or delay in acting, and any failure to delay does not constitute a breach of this Agreement or otherwise give rise to any liability by us if: (1) the failure or delay arises out of legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute or other causes beyond our control; (2) we believe our action would violate any guideline, rule or regulation of any government authority including, without limitation, failing to transmit or delay in transmitting if such transmittal would result in us having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority; (3) review / investigate unusual or suspicious activity; (4) our failure or delay is a result of your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (5) our failure or delay is a result of your negligence or breach of any agreement with us; (6) our failure or delay is a result of any ambiguity, inaccuracy or omission in any instruction or information provided to us by you or from third parties (e.g., an automated clearing house or a terminal owner); (7) our failure or delay is a result of any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (8) our failure or delay is a result of the lack of available funds in your account to complete a transaction; (9) our failure or delay is a result of our inability to confirm to our satisfaction the authority of any person to act on your behalf; (10) our failure or delay is a result of your failure to follow any applicable software manufacturer's recommendations or our Online Financial Manager Service instructions; (11) our failure or delay is a result of the network system not working properly and you were aware of the malfunction when you started the transaction; (12) our failure or delay is a result of transactions that cannot be completed because funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; (13) our failure or delay is a result of you or a User incorrectly providing password or other Login Credential information; (14) our failure or delay is a result of you, or any of your Users, committing any fraud or violating any law or regulation; (15) our failure or delay is due to a transfer you request that would cause you to exceed the credit limit available under any credit arrangement we set up

to cover overdrafts; (16) our failure to complete a requested transaction is done to protect the security your account and/or our system; or (17) any transaction is prohibited by law, regulation, court order, or illegal activity.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that we shall not be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, American Federal Bank, Service Provider or an agent or subcontractor of any of the foregoing. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with the Online Financial Manager, even if we have previously approved their use. **WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, ONLINE FINANCIAL MANAGER, OR INTERNET BROWSER OR ACCESS SOFTWARE.** We are not responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through Online Financial Manager that are actually received by us. Except as otherwise stated in this Agreement, or as required by law, our entire liability and your exclusive remedy with respect to American Federal Bank Online Financial Manager Service is the replacement of any browser or software, if any, provided by us to you.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Online Financial Manager service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Online Financial Manager Services.

You acknowledge that our service fees have been established in contemplation of: (1) these limitations on our liability; (2) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (3) your agreement to assist us in any loss recovery effort.

You are solely responsible for the selection, installation, maintenance and operation of your computer, mobile device, software, connection to an Internet Service Provider, and wireless carrier.

B. No Warranties

We do not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State or local statute or regulation or other law, of any forms, documents or other matters that we may provide to you from time to time in connection with this Agreement or the services available through Online Financial Manager. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE AMERICAN FEDERAL BANK ONLINE FINANCIAL MANAGER SERVICE, SOFTWARE OR BROWSER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

C. Arbitration Clause

If a dispute, claim, question, or disagreement arises from or relating to this agreement or a breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution that is satisfactory to both parties.

If the just parties are unable to reach a resolution within 60 days, the parties agree to try in good faith to settle the dispute by binding arbitration. The parties agree that any arbitration will take place in Fargo, North Dakota. This agreement shall be governed by and interpreted in accordance with the laws of North Dakota. The parties agree to use the American Arbitration Administration (AAA) as the sole and exclusive administrator of any and all disputes that arise from this agreement including any mediation or arbitration that becomes necessary. The parties agree that each will bear its own expenses related to any dispute but will equally share the costs of any mediator and/or arbitrator. The parties agree that there will be just one arbitrator unless one of the parties wishes to pay the full cost of two additional arbitrators (so that there will be three). Any resolution agreed to by the parties by mediation and any decision or ruling made by an arbitrator or arbitrators will be final and binding and may be entered into a court of law for enforcement under the law.

D. Agreement Controls

Both you and American Federal Bank will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. Any prior agreement between you and American Federal Bank concerning any subject matter contained in this Agreement is superseded by this Agreement to the extent of any inconsistency. This Agreement constitutes the entire agreement between you and American Federal Bank concerning its subject matter.

E. Relationship

This Agreement does not create any agency, fiduciary, joint venture or partnership relationship between you and American Federal Bank and does not provide any rights or remedies to any person other than you and American Federal Bank.

F. Waiver

American Federal Bank or you may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time.

G. Severability

If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application of the provision to other persons or circumstances, is not impaired or otherwise affected.

VI. External Transfers

External Transfers are a service offered by the Bank that permits you to transfer money to or from the accounts you own at other financial institutions, after properly registering the external accounts.

A. Your Accounts

If you are approved to use this service, you agree that you own the account(s) held with us and the account(s) held at the non-American Federal Bank United States financial institutions. The external transfers may be made to or from your authorized American Federal Bank checking or savings accounts. To use this service you must 1) be of legal age; 2) have at least one eligible account with us; 3) be an American Federal Bank customer and have agreed to this Online Banking Access Agreement.

You are advised not use your business user ID to add External Accounts that are for your personal use (your personal accounts held at other than American Federal Bank). Your Company Administrator has the system authority to grant access to all External Accounts to all users of the business. This could permit them to send money to, or pull money from, your personal accounts.

We may verify the accounts that you add to the External Transfer service from time to time. You authorize us to validate the accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments will be credit to your non-American Federal Bank account. Once the test transfer is complete, we may ask you to access your account to tell us the amount of the test credit or any additional information reported by your bank with this test transfer. We may also verify accounts by requiring you to submit proof of ownership of the account.

You understand that in order to complete fund transfers, it may be necessary for us to access the websites and databases of other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and complete the fund transfers you request. By using the Transfer Service, you represent and warrant to us that:

- you own the Account held with us or at the non-American Federal Bank Financial Institution;
- the Account at the non-American Federal Bank Financial Institution is a United States account;
- you have the right to authorize and permit us to access your Accounts to complete such funds transfers or for any other purpose authorized by this Addendum;
- by disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- information you are providing to us is true, current, accurate and complete.

You hereby authorize and permit us to use information submitted by you to accomplish these purposes and to configure the Transfer Service to be compatible with the Accounts.

B. Information Authorization

We may verify the Accounts that you add to the Transfer Service from time to time. You authorize us to validate the Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments will be both credited to and debited from your non-American Federal Bank Account. Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring you to submit proof of ownership of the Account.

C. Limitation on liability

You understand and agree that at all times your relationship with each non-American Federal Bank Financial Institution is independent of American Federal Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by the non-American Federal Bank Financial Institution, including without limitation, any modification, interruption or discontinuance of any Account by such Financial Institution, or by any other third party.

YOU ACKNOWLEDGE AND AGREE THAT WHEN AMERICAN FEDERAL BANK IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, AMERICAN FEDERAL BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that American Federal Bank, its affiliates, service providers and partners shall be entitled to rely on the authorization, agency and power of attorney granted by you in this Addendum.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF:

- OUR ACCESS TO THE ACCOUNTS;
- OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS;
- ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS;
- ANY CHARGES IMPOSED BY ANY NON-AMERICAN FEDERAL BANK FINANCIAL INSTITUTION; AND/OR
- ANY FUNDS TRANSFER LIMITATIONS SET BY THE NON-AMERICAN FEDERAL BANK FINANCIAL INSTITUTIONS OR APPLICABLE LAW.

Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the non-American Federal Financial Institution or those imposed by applicable law. Excess activity fees may apply if you exceed federally-mandated transaction limits for savings accounts. For more information, please refer to your account agreement with the Financial Institution that maintains your Account.

D. Transfer Types and Limitations

We may from time to time make available additional or new features to the Transfer Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any funds transfer that we believe may violate applicable law.

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules and regulations governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of American Federal Bank.

You may not make funds transfers in excess of dollar limits for the Transfer Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Transfer Service.

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to initiate any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such Account including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of regulations promulgated by the Office of Foreign Asset Control (OFAC).

Upon learning that the funds transfer could not be completed, we may, but are not obligated to, make a reasonable effort to complete the transfer again. If the funds transfer fails, we will notify you to contact your non-American Federal Bank Financial Institution to learn more about the failure.

We reserve the right to decline (i) any funds transfer or (ii) to submit funds transfer instructions or orders or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. We may, at our option, take one of following actions if we receive a transfer request against your Account and there are non-sufficient available funds in your Account to cover the transfer without prior notice to you, without regard to whether we may have previously established a pattern of honoring or dishonoring overdrafts:

- cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established;
- cover the transfer and create an overdraft to your Account; or
- decline the transfer

You agree to pay any associated fee, which may vary depending on the action we take. Any negative balance on your Account is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

You agree that your transfer instructions constitute authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, such as the Automated Clearing House (ACH), wire transfer or check. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as the ACH rules as published by the National Automated Clearinghouse Association (NACHA).

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For American Federal Bank Accounts, any interest earned on such funds during the hold period will remain the property of American Federal Bank. To complete your funds transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All American Federal Bank ACH transfers go through an American Federal Bank transfer account. For ACH debit entries (which debit your other Account and credit your American Federal Bank Account), American Federal Bank typically holds funds for 3-4 banking days to make sure that the item will not be returned unpaid before we

will credit your Account. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated.

Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service, through Electronic Messaging or by contacting your American Federal Banker.

E. Security

You understand that the Financial Institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that in connection with the Transfer Service we may provide to such Financial Institution such information as may be required to verify the instructions and such verification may constitute a valid security procedure under the rules governing such Account.

You agree to allow us to authorize any Financial Institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such Financial Institution, or between us, on your behalf, and such Financial Institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

The provisions in this Section E apply only to transfers to and/or from business accounts. You agree that the password security described in this Section E sets forth security procedures for funds transfers that are commercially reasonable. For transfer requests to and/or from business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), you agree that we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

F. Electronic Fund Transfer Provisions for Consumers

The provisions in this Section F apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). American Federal Bank may, when applicable, rely on any exceptions to the provisions in this Section F that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this Section F.

Tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you tell us within 2 Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
- If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your password, tell us at once. If you do not tell us within 60 days after the statement was made available, or transmitted 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 your money if you had told us on time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You may notify us in writing at American Federal Bank, Attn: Operations, P.O. Box 2946, Fargo, ND 58102

In case of errors or questions about your EFT, telephone us at American Federal Bank at 1-800-770-6605 or the number listed on the statement for your Account, or write us at: American Federal Bank, Attn: Operations, P.O. Box 2946, Fargo, ND 58102, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any)

- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in the investigation.

You have the right to find out whether an EFT was credited or debited to your American Federal Bank Account. Please contact your local American Federal Banker. We will send you a monthly statement if there is an EFT in a particular month. Otherwise, we will send you a statement at least quarterly.

You may also access a history of all funds transfers completed or pending at any time by viewing your account activity or statements.

G. Suspension and Reinstatement of Transfer Service

In the event that we at any time incur a problem with your use of the Transfer Service, including without limitation a failure in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Addendum or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect American Federal Bank from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at 1-800-770-6605.

We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Transfer Service, we may in our sole discretion thereafter restore your ability to complete transfers subject to such higher limits as may then be in effect (see Section D, **Transfer Types and Limitations**, above).

H. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-American Federal Bank Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

I. Proprietary Rights

You acknowledge and agree that American Federal Bank owns all rights in and to the Transfer Service. You are permitted to use the Transfer Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile American Federal Bank's Transfer Service or any of American Federal Bank's services or technology.

J. No Unlawful or Prohibited Use

As a condition of using the Transfer Service, you warrant to us that you will not use the Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Transfer Service in any manner that could damage, disable, overburden, or impair the Transfer Service or interfere with any other party's use and enjoyment of the Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the

Transfer Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

K. Transfer Service Changes and Discontinuation

We may modify or discontinue the Transfer Service or your Account(s) with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your right to use the Transfer Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or our rights, or if you provide us with false or misleading information or interfere with other users or the administration of the Transfer Services. We reserve the right to charge fees for the use of any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Transfer Service.

L. Account Number Policy

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or the relevant Financial Institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and numbers.

M. Joint Account Holder – For Consumer Accounts only

By using the Transfer Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Transfer Service. Each joint account holder on Accounts at American Federal Bank has the right of access to account activity and to view transfers scheduled to be debited from the American Federal Bank Account.

For your American Federal Bank checking and savings Accounts, a joint account holder may cancel, but not edit, any pending or scheduled transfer where funds are being transferred from a American Federal Bank Account if the cancellation occurs before the transaction is sent for processing. We reserve the right to end your use of the Transfer Service if any joint account holder notifies us that (i) the joint account holder never consented to your use of our Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) the joint account holder is withdrawing consent for you to use the joint account for the Transfer Service.

N. Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. We are not responsible or liable for not completing the transfer:

- if, through no fault of ours, you do not have enough money to make the funds transfer; or
- if the system fails at a non-American Federal Bank Financial Institution and we are unable to complete the transfer; or
- if the funds transfer would exceed the credit limit on any applicable overdraft line; or
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- caused by a third party, including your non –American Federal Bank Financial Institution; or
- as otherwise stated in the agreement(s) governing your Account(s) with us.
-

There may be other exceptions in addition to the above stated in this Agreement.

Except as otherwise required by law, we will in no event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of hereunder.

VII. Electronic Documents

By accepting this Access Agreement, you have the option to receive statements electronically if you contact us and request accordingly. However, you do have the right to receive paper statements. If electronic statements are requested, you agree that we may provide you with any statement relating to any account in electronic format, and that we may discontinue sending paper statements to you, unless and until you withdraw your consent as described below. As used in this Agreement, "Statement" or "eStatement" means any periodic statement, billing notice, tax notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

Your consent to receive electronic statements and transactions includes, but is not limited to:

- Periodic disclosures or monthly billing statements for your Account
- Notices or disclosures about a change in the terms of your Account or associated payment feature

- Notices and disclosures that are required by regulation to be provided to you in writing
- Tax statements and forms
- Privacy policies and notices

AFB provides eStatements to you at no additional cost. Please allow up to 30 days to process your request to change from paper statements to eStatements.

A. Eligible Accounts

eStatements are available for all personal and business accounts and applies to each account ("Account") you own, or own in the future, with American Federal Bank where electronic delivery of your Statement is available or becomes available hereafter. The words "you" and "your" means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the Account(s). American Federal Bank reserves the right to determine from time to time which accounts may be eligible as an eStatement.

B. Joint Accounts

Your preferences will control the delivery of Documents for your joint accountholders.

C. Method of Providing Statements to You in Electronic Form

All statements that we provide to you in electronic form can be obtained by accessing our Online Banking website. Each month we will send an email notice to you advising you of the availability of your eStatement and how to access it. Your eStatement will then be available for viewing for a period of 24 months or such period as decided by AFB and notified to you from the applicable statement date.

If emails are returned to us as "Undeliverable", we reserve the right to (i) continue to produce electronic statements and disclosures and download to our Online Banking system; (ii) discontinue delivery of electronic statements and disclosure and begin producing paper statements and disclosures and mailing them to your current mailing address as maintained by us; (iii) place your statements and disclosures on hold until such time as you notify us of a current mailing address or email address. In addition, you agree to notify us immediately if you are having problems opening any electronic delivery item or if your email address changes. Any other required disclosures will be available through our Online Banking website or via notification in your statement.

If you use an email filter, our emails to you may be blocked by your Internet Service Provider. We are not responsible for blocked emails. Please be sure to add customersupport@americanfederal.net to your address book or safe sender list.

D. Review of Periodic Statement

You must promptly access and review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date regardless of when you access and/or review your eStatement. If you do not immediately report to AFB any non-receipt of eStatements or any error, irregularity, discrepancies, claims, or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

E. How to Withdraw Consent

You may withdraw your consent to receive statements in electronic form for any of your Accounts by contacting us by telephone at 1-800-770-6605 or by postal mail at PO Box 2946, Fargo, ND 58108-2946 or by email at customersupport@americanfederal.net. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

If you close your account or withdraw consent, you will no longer be able to view any of your account statements online. Before closing your accounts or withdrawing consent, print or electronically save copies of your eStatements for your records.

F. How to Update Your Records

It is your responsibility to provide us with a true, accurate, and complete e-mail address, contact and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes regarding this information. You can update

such information by logging on to our Online Banking site, selecting the Services menu option, and completing the Address Change information or by email at customersupport@americanfederal.net.

Your email address may be changed using the procedures described above by any authorized party to your account. AFB SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

G. Hardware and Software Requirements

In order to access, view, and retain electronic statements that we make available to you, you must be enrolled in Online Banking and have the following minimum requirements:

- Adobe Reader
- An e-mail account
- A valid phone number
- Sign-on ID and password for our Online Banking website

We will give you notice of any change to the hardware or software requirements if the change will adversely affect your ability to access, receive, and retain eStatements, disclosures, and legal notices.

H. Requesting Paper Copies

We will not send you a paper copy of any statement from us on accounts where you have elected to receive electronic statements, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic statement to you. To request a paper copy, contact us by telephone at 1-800-770-6605 or by postal mail at PO Box 2946, Fargo, ND 58108-2946 or by email at customersupport@americanfederal.net. We may charge you a reasonable research service charge for the delivery of paper copies of any statements provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any statement that you have authorized us to provide electronically.

I. Statement in Writing

All statements in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of your American Federal Bank eStatements, this Agreement, your initial authorization to receive American Federal Bank eStatements and any changes to that authorization.

J. No Warranty for Continuous or Uninterrupted Service

Because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your bank statements through the internet. However, should you be unable to access your statements, you can contact us by telephone at 1-800-770-6605 or postal mail at PO Box 2946, Fargo, ND 58108-2946 or by email at customersupport@americanfederal.net and we will take other measures to provide copies of your statements to you.

AFB reserves the right to change, suspend, or eliminate with notice to you any and all aspects of the eStatements service. If the suspension is temporary, AFB reserves the right to do so without notice to you. In the event that services are not available for more than five (5) days due to our actions, then any disclosure or statement due to deliver at that time shall be mailed to you.

K. Federal Law

You acknowledge and agree that if you consent to electronic statements is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (E-Sign), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

L. Privacy

All information gathered from you in connection with using eStatements will be governed by our Privacy Policy. A copy of our Privacy Policy can be found on our Online Banking website by clicking the Customer Privacy link.

M. Electronic Form

By consenting to this Agreement you are confirming that you can access items in the electronic form necessary for receipt of statements and disclosures.