



Good Bankers. Good Friends.

Deposit Express

Electronic Check Processing Agreement

This Electronic Check Processing Agreement ("Agreement") is made and entered into by Community Resource Bank ("Bank"), and _____ ("Customer"). In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Bank and Customer agree as follows:

1. Background. Bank offers the Program for the electronic clearing of Checks, which enables Customer to convert Checks to Electronic Items and to transmit such Electronic Items electronically for deposit into Customer's Account at Bank. Customer's Account must be a business account and shall not be an account used primarily for personal, family, or household purposes. Customer desires to use the Program to electronically transmit and process Checks for deposit and collection purposes.

2. Definitions. Capitalized terms used in this Agreement shall have the meanings indicated herein (including in Exhibit A). All other Capitalized terms used in this Agreement which are not otherwise defined in this Agreement shall have the meanings provided in 12 C.F.R. § 229.2.

3. Services. Bank shall provide to Customer the Services described in this Agreement to enable Customer to use the Program to convert Checks to Electronic Items for the processing of such Checks electronically. Bank shall have the right to determine, in its sole discretion, the nature and extent of the Services to be provided. The Services and Program are the sole property of Bank, and Customer has no rights in the Services or Program, or any other property of Bank or its suppliers, other than those rights expressly granted herein. Customer and Bank shall comply with the terms and provisions of Exhibit B with respect to performance of the Services.

4. Conditions to Provision of the Services. As conditions to Bank's provision of the Services, Customer shall (i) maintain the Account in good standing, (ii) pay all fees under this Agreement when due, (iii) subscribe to the Program, and (iv) comply with (a) all Customer obligations under this Agreement, (b) all applicable state and federal laws and regulations, and (c) such restrictions on the Electronic Items as Bank may communicate to Customer from time to time.

5. Exception Items. When Bank reviews and processes Company's Electronic Items, Bank shall reject any Electronic Item that Bank, in its sole discretion, determines to be ineligible for the Program (each, an "Exception Item") including, without limitation, Electronic Items of Checks drawn on banks located outside the United States, Electronic Items that are illegible, Electronic Items of Checks previously converted to Substitute Checks, and Electronic Items with unreadable magnetic ink character recognition ("MICR") information. Each day on which Bank is open and reviews and processes Electronic Items, Bank will notify Customer of all Exception Items through the Program or other communication channels at Bank's discretion. Customer agrees that if it wishes to attempt to deposit any Exception Item to the Account, it shall do so only by depositing the Original Check on which the Exception Item is based. Customer acknowledges and agrees that even if Bank does not initially identify an Electronic Item as an Exception Item, the Substitute Check created by Bank therefrom may nevertheless be returned to Bank because, among other

reasons, the Electronic Item is deemed illegible by Paying Bank. Bank's failure to identify an Exception Item shall not preclude or limit the obligation of Customer to Bank under Sections 11 and 15.

6. Rejection of Electronic Items. Bank may reject any Electronic Item if Customer is not in compliance with the terms of this Agreement or the Regulations. Bank reserves the right to reject any Electronic Items and shall have no liability to the Customer for such rejection. Bank is not liable for any Electronic Items that it does not receive or for any Electronic Items that are dropped during transmission. Bank is not liable for any alterations made to Electronic Items after they are transmitted by Customer to Bank.

7. Provisional Credit Notice. Any credit given by Bank for the Electronic Item is provisional until Bank has received final settlement through the Federal Reserve Bank or has otherwise received payment. If Bank does not receive such payment for the Electronic Item, Bank is entitled to a refund from Customer in the amount of the credit to the Account.

8. Notice of Returned Electronic Item. Bank shall notify Customer in accordance with established procedures for charge back of items returned for non-payment, such as, but not limited to NSF, Payment Stopped, Unauthorized, etc.

9. Periodic Statement and Discrepancies. The periodic statement issued by Bank for the Account will reflect Electronic Items credited to the Account. Customer agrees to notify Bank within a reasonable time not to exceed 30 days after Bank sends Customer a periodic statement of any discrepancy between Customer's records and the information in the periodic statement. Bank shall have the right to correct the amount in the data field for any Original Check that has an incorrect amount to be consistent with the image of the Original Check. Notwithstanding the foregoing, if Bank at any time discovers that the legal amount of the Original Check is different than the amount that has been credited to the Account, Bank will make the necessary adjustment to the Account to correct the discrepancy.

10. License. Subject to the terms and conditions of this Agreement, Bank hereby grants Customer a non-exclusive, non-transferable license to: (i) use the Software for those portions of the Program selected by Customer, solely for processing Checks in connection with Customer's own business operations, in accordance with the Documentation and solely on Authorized Equipment; (ii) copy and use the Documentation solely to support Customer's authorized use of the Software; and (iii) copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions of Exhibit C with respect to the Software and Documentation.

11. Customer's Representations, Warranties and Agreements. Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item:

(i) each Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item;

(ii) each Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return;

(iii) each Electronic Item complies with all transfer and presentment warranties made under applicable law and the Account Agreement;

(iv) each Electronic Item is authorized pursuant to the Regulations and the authorization has not been revoked;

(v) Customer shall use the Program only for Checks payable to or endorsed or deposited by Customer;

(vi) Customer shall, in accordance with Exhibit D or other written instructions from Bank, dispose of Original Checks from which Company has previously created and submitted to Bank an Electronic Item. In that regard, Customer shall maintain control over and responsibility for retention and destruction of Original Checks, in accordance with Exhibit D or as otherwise instructed by Bank in writing. Notwithstanding the foregoing, nothing in this Section 11(vi) or Exhibit D shall relieve Customer of its obligation to comply with the Regulations and all other applicable law and regulations or impose upon Bank an obligation to review or monitor Customer's compliance with the Regulations, this Agreement, and all other applicable law and regulations;

(vii) each debit Electronic Item is for a sum which, on the Settlement Date will be due and owing to Customer from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Electronic Item;

(viii) Customer shall submit to Bank only those Electronic Items which are suitable for processing, including but not limited to, Electronic Items that are legible and contain machine readable MICR data;

(ix) Customer shall not deposit to the Account or otherwise negotiate any Check from which Customer has previously created and submitted to Bank an Electronic Item, unless Bank has notified Customer that the Electronic Item is an Exception Item;

(x) each Electronic Item meets any and all standards for image quality established by the ANSI, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or association, if applicable;

(xi) if Customer captures a digital image of a previously truncated and reconverted Substitute Check for processing, Customer shall ensure that such Substitute Check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved; and

(xii) Customer's Account is a business account not used primarily for personal, family, or household purposes.

12. Fees. Customer agrees to pay Bank the license and service fees as set forth in the Bank Deposit Express Agreement Exhibit G and/or any other schedule of fees provided in writing by Bank as may be amended from time to time. Bank reserves the right to change fees from time to time upon 30 days prior written notice. Customer shall be responsible for and pay all sales and other taxes applicable to this Agreement and imposed by any governmental authority, including without limitation any sales, use, and other taxes associated with the Program or Authorized Equipment, except income taxes of Bank, including all applicable excise, property, value-added, sales or use, or similar taxes, any withholding taxes, national pension or other welfare taxes, customs, import, export, or other duties, levies, tariffs, taxes, or other similar charges. Bank may charge to the Account all fees and taxes imposed on Bank that are the responsibility of Customer immediately upon providing the Service for which such fees are due.

13. Term and Termination.

13.1 The term of this Agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows: (i) by either party upon 30 days written notice to the other party, for any reason; (ii) by Bank upon 10 days written notice to Customer for Customer's failure to (a) pay Bank any amount due to Bank under this Agreement, or (b) install and use any changes or updates to the Software as required herein, if such breach is not cured within such 10 day period; or (iii) by Bank immediately upon written notice to Customer if (a) Bank discovers any willful misconduct (including bad checks or fraudulent activities) on the part of Customer or any other party with respect to Checks or Electronic Items submitted by Customer or processed by Bank, or (b) Customer breaches Sections 1 or 2 of Exhibit C.

13.2 Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date. On the termination date, all licenses granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall cease use of the Authorized Equipment, Software, and Documentation. Within 30 days after termination of this Agreement, Customer will return or destroy all copies of the Software and Documentation in its possession or under its control, and will, upon request, certify in writing that it has returned or destroyed all such copies. If Customer uses without purchasing any Authorized Equipment provided by Bank, it shall return such Authorized Equipment in good condition less reasonable wear and tear within 30 days of the termination date. In addition, Customer will keep its Account at Bank open until the later of (i) 60 days after the date of termination, or (ii) final payment with respect to all processing fees, and will keep in such Account an amount sufficient to cover any remaining outstanding Checks or Electronic Items. If any such outstanding Checks, Electronic Items or returned items exceed the amount in the Account, Customer will pay such excess to Bank upon demand. Customer will also continue to retain Checks and forward Checks to Bank as provided in Exhibit B of this Agreement. Customer agrees not to develop a product substantially similar to the Program during the term hereof or within three years after termination of this Agreement.

13.3 All Sections of this Agreement which are intended by their terms to survive termination of this Agreement, including without limitation Sections 11, 13, 14, 15, 16, 17, 19, 20, 23 and 26, will survive any termination of this Agreement.

14. Security Procedures. Customer agrees to comply with the security procedures set forth in Exhibit F to protect the information described in Exhibit F.

15. Customer Indemnity. Customer will indemnify and hold harmless Bank, its licensors and providers of the Program, and their respective directors, officers, shareholders, employees and agents, ("Indemnities") from and against any and all liabilities, damages, claims, obligations, demands, charges, costs, third party suits, proceedings, causes of action or expenses (including reasonable attorneys' fees and other legal expenses) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnities arising directly or indirectly from or related to the following:

(i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf, arising in connection with Customer's use of the Program or processing of Checks hereunder, including without limitation:

- (a) a breach by Customer of any provision, representation or warranty of this Agreement,
- (b) the negligence or willful misconduct (whether by act or omission) of Customer, its customers, or any third party on behalf of Customer,
- (c) any modifications or changes to the Software made by Customer or any third party within the control or on behalf of Customer,

- (d) any misuse of the Program by Customer or any third party within the control or on behalf of Customer,
 - (e) the failure by Customer to comply with applicable state and federal laws and regulations; or
 - (f) the failure by Customer to control the access to the Deposit Express portal as required by Exhibit F.
- (ii) any act or omission of Bank that is in accordance with this Agreement or instructions from Customer;
- (iii) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an Electronic Item to Bank;
- (iv) any claim by any recipient of a Substitute Check corresponding to a Check processed by Customer hereunder, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check;
- (v) Bank acting as a "Reconverting Bank" under the Check Clearing for the 21st Century Act and Regulation CC through the creation of Substitute Checks or purported substitute checks through the creation of an Electronic Item;
- (vi) Bank presenting to Paying Bank an Electronic Item for payment;
- (vii) Customer's failure to dispose of Original Checks in accordance with Section II(vi), Section 2.9 of Exhibit B, and Exhibit D, in which event such Losses and Liabilities shall include, without limitation, consequential, special and incidental damages (including court costs and attorneys' fees).

This Section 15 shall survive the termination of the Services described by this Agreement.

16. Bank's Liability.

16.1 In the performance of the Services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness of such information. Bank shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those Services. Specifically, Bank will not be liable to Customer for any of the following, unless liability or loss is a result of Bank's, or its employees' or agents', gross negligence or willful misconduct: (i) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provides to Bank; (ii) any unauthorized actions initiated or caused by Customer or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a Paying Bank to pay an Electronic Item or Substitute Check for any reason (other than negligence or willful misconduct of Bank), including without limitation that the Check, Electronic Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (vii) any of the matters described in Section 15 above.

16.2 Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing Substitute Checks or Electronic Items to the Paying Bank.

16.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BANK'S AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, AND ARISING DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR SUCH TWELVE MONTH PERIOD.

16.4 EXCEPT AS PROVIDED IN SECTION 15(VII), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.5 BANK AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY, AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

17. Disclaimer. BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SOFTWARE, DOCUMENTATION, AND AUTHORIZED EQUIPMENT ARE PROVIDED BY BANK AND ITS LICENSORS "AS IS". BANK AND ITS LICENSORS AND CUSTOMER HEREBY WAIVES AND RELEASES BANK AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM, ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AUTHORIZED EQUIPMENT AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION:

(i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY;

(ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE;

(iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND

(iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SOFTWARE OR THE AUTHORIZED EQUIPMENT WILL BE ERROR-FREE OR UNINTERRUPTED.

18. Amendments. Except as provided in Section 12, Bank may amend any of the terms and conditions of this Agreement, and any such amendment will become effective (a) 30 days after Bank's sending such notification, (b) upon such later date as may be specified in such notification, or (c) at such earlier date as Bank may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security or operability of the Program. No other amendment to this Agreement shall be effective until signed by both parties to this Agreement.

19. Applicable Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Minnesota. The parties shall submit to venue in and jurisdiction of the courts of the state of Minnesota.

20. Non-Assignment. Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

21. Attorney's Fees. If any action is brought by either party against the other regarding the subject matter of this Agreement, including any court action or arbitration proceeding, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney's fees, costs of court, expert witness fees and other expenses of action.

22. Compliance with Laws. Customer's rights and obligations with respect to any Electronic Item are governed by the Regulations, this Agreement, and all other applicable law and regulations. Customer agrees to comply with and be bound by the Regulations. Customer agrees to comply with all other applicable state and federal laws or regulations and Customer warrants that it will not transmit any Electronic Item that violates the laws of the United States, including, without limitation, regulations of the Office of Foreign Asset Control ("OFAC").

Customer agrees that Bank and/or its licensors may, in their sole discretion, conduct a periodic on site and/or remote audit, at least annually, to ensure that policies and procedures are in place to abide by all applicable regulations, applicable laws, and this Agreement. Bank may, in its sole discretion, require Customer to pay the annual audit fee as disclosed in writing at least 30 days prior to such audit.

23. Construction and Interpretation. Section headings used herein are for the convenience of reference only, and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted by both parties, and in the event of dispute, no party shall be entitled to claim that any provision hereof should be construed against the other party by reason of the fact that it was drafted by any particular party. The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.

24. Entire Agreement. This Agreement supplements the terms of the Account Agreement and the Application. This Agreement, the Exhibits and schedules to this Agreement (as may be amended from time to time), the Account Agreement and the Application constitute the entire agreement between Customer and Bank with respect to the subject matter hereof, supersede any prior agreements between Bank and Customer with respect to the subject matter hereof, and shall be binding upon Bank, Customer and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the

Documentation, any Account Agreement or the Application, this Agreement will govern. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or the security procedures or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

25. Force Majeure. Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

26. Injunctive Relief. Customer acknowledges that its violation of Sections 10 and 22 of this Agreement may cause irreparable injury to Bank, and agrees that Bank shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

27. Notices.

27.1 Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

27.2 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be signed by one of the persons or contacts whose names and signatures are set forth in the Application, and any such communication shall be deemed to have been signed by such person. Customer may add or delete any such person or contact by written notice to Bank signed by the primary contact listed in the Application or by Customer resolution properly adopted at a meeting of its board of directors, board of governors, or other such governing body. Such notice shall be effective on the second day on which Bank is open for business following the day of Bank's receipt thereof.

27.3 Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and:

If to Bank, addressed to:

Community Resource Bank

c/o Cash Management

1605 Heritage Drive

Northfield, MN 55057

Fax # 507-645-3100

Phone # 507-645-4441 or 800-250-8420

and, if to Customer, addressed to the mailing address on the application unless otherwise noted. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

28. Relationship Between Parties. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

29. Security Interest. Customer grants Bank a security interest in the Account, including any present and future principal and interest, as collateral security for the performance of Customer hereunder.

30. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of Bank and Customer and is not intended to benefit any third party, except Bank's licensors. Customer and Bank acknowledge and agree that any party that licenses the Software to Bank, directly or indirectly through one or more sublicensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

31. Counterparts. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement.

32. Authorized Equipment. Bank shall retain all titles to any and all Authorized Equipment provided by Bank unless a purchase order or similar document indicates Customer purchased such Authorized Equipment.

IN WITNESS WHEREOF, as of this ___ day of _____, _____ Bank and _____ each have caused this Agreement to be signed and delivered by its duly authorized officer.

Company Name

BANK

By: _____
Authorized Signer (print name)

By: _____
Authorized Representative (print name)

Sig: _____
Authorized Signer, title

Sig: _____
Authorized Representative, title

EXHIBIT A

Definitions

Account means Customer's account at Bank into which Checks transmitted electronically will be deposited.

Account Agreement means the account agreement, including documents containing terms and conditions, schedules, and disclosures, between Bank and Company with respect to the Account, as amended from time to time.

ANSI means American National Standards Institute.

Application means the Bank Deposit Express Application.

Authentication Devices means a Customer User Name, temporary password (which Customer shall change upon initial login) and Company Name provided to, or created by, the Customer for use in accessing the Deposit Express portal.

Authorized Equipment means equipment that has been approved by Bank for use with the Software.

Check means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States money. [Note: Bank's processing of items that do not meet this definition shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.]

Documentation means all documentation, manuals and instructions relating to the Program or the Authorized Equipment, which Bank provides to Customer from time-to-time pursuant to this Agreement, including without limitation documentation regarding installation and use of the Software.

Electronic Item means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item approved by Bank for processing through the Program.

Exception Item means any rejected Electronic Image that Bank, in its sole discretion, determines to be ineligible for the Program.

Image Exchange Item means a digitized image of a Check cleared and settled directly with a Paying Bank without conversion to a Substitute Check.

Indemnities means Bank, its licensors and providers of the Program, and their respective directors, officers, shareholders, employees and agents.

Losses and Liabilities means any and all liabilities, damages, claims, obligations, demands, charges, costs, third party suits, proceedings, causes of action or expenses (including reasonable attorneys' fees and other legal expenses) awarded against or incurred or suffered by Indemnities as described in Section 15 to this Agreement.

MICR means magnetic ink character recognition.

Noncash Item means an item that would otherwise be a Check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Paying Bank.

Original Check means the first paper Check issued with respect to a particular payment transaction.

Paying Bank has the meaning set forth in 12 C.F.R. § 229.2(z).

Program means collectively the procedures, protocols, and Software used or provided by Bank and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the Software, Services, and Authorized Equipment.

Regulations means all regulations governing the deposit and payment of Checks, both in paper and electronic form, including, but not limited to, the Federal Reserve Board's Regulation CC and Regulation J, as may be amended from time to time.

Regulation CC means 12 C.F.R. Part 229, as it may be amended from time to time.

Services means the services described in the Agreement and Exhibits thereto to be provided by Bank, or an agent or designee of Bank, to enable Customer to process Checks electronically and through Substitute Checks.

Software means all software that Bank delivers or provides to Customer hereunder, whether owned by Bank or its licensors, in object code format only.

Substitute Check means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

United States Financial Institution means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

EXHIBIT B

SERVICE TERMS AND CONDITIONS

1. Bank's Responsibilities.

1.1 Bank will deliver to Customer, or otherwise provide access to, the Software.

1.2 Bank will provide installation and training support as reasonably required for Customer's implementation of the Program. Any onsite installation or training support outside the state of Minnesota shall be on such terms and conditions as the parties agree, including reimbursement for Bank's reasonable travel costs.

1.3 Bank will provide maintenance and support for the Software as reasonably necessary to permit Customer's processing of Checks through the Program. Such maintenance and support shall include (i) corrections, work arounds and bug fixes, (ii) such modifications, enhancements and updates as Bank elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during Bank's regular business hours.

1.4 Electronic Items captured will be transmitted to Bank in accordance with this Agreement. After Bank receives Customer's Electronic Items, Bank, at its sole option, uses the Electronic Items either (a) to create Substitute Check(s) that Bank presents to the bank on which the Check is either (i) drawn or (ii) payable at or through Paying Bank; or (b) to generate one or more electronic files containing Image Exchange Items (from the Electronic Item) for presentment directly or indirectly to Paying Bank. Digitized images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the standards of image quality set forth in the Agreement and any Documentation. Bank reserves the right to select the clearing agents through which Bank clears Checks and Customer agrees to be bound by any clearinghouse agreements, operating circulars, image exchange agreements, and related agreements to which Bank is a party. Customer will cooperate with Bank in the event Bank needs assistance in the balancing of transactions, or such items will be placed in suspense by Bank pending resolution.

1.5 Unless deemed an Exception Item, Customer's digitized images will be processed after Bank has received Customer's transmission of the digitized images. Bank will use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless Bank notifies Customer otherwise, Bank will provide credit to the Account on the same business day on which Bank is open for business for all items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and by 5:00 p.m. on such business day. Digitized images not submitted by 5:00 p.m. will be credited to the Account on the next day on which Bank is open for business. See Exhibit E for a schedule of days on which Bank is open for business.

1.6 If a Paying Bank returns an item to Bank, Bank will charge the Account for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Paying Bank before returning it to Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Paying

Bank or other third party makes a claim against Bank or seeks a recredit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

1.7 Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Program, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

2.1 Customer will maintain an Account at Bank for the receipt of deposits of digitized images of Checks, in accordance with applicable Account Agreement. Customer shall at all times maintain a balance of available funds in Account sufficient to cover Customer's obligations to Bank under this Agreement. Customer authorizes Bank to immediately debit the Account for any amount it owes Bank as a result of this Agreement.

2.2 Customer is responsible to ensure that the Electronic Items meet any and all standards for image quality established by this Agreement, the Documentation, ANSI, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or association. Customer is likewise responsible for having adequate equipment, telecommunications, and plans for contingency planning.

2.3 Customer will install the Software in accordance with the Documentation, and will install and implement any changes and upgrades to the Software as Bank may require, within 30 days of receipt of such change or upgrade, or within such shorter time frame as Bank may reasonably require.

2.4 Customer may use only Authorized Equipment and the Program to scan Original Checks that Customer wishes to deposit to the Account by means of the Program and to transmit Electronic Items to Bank. Customer agrees to receive from Bank and configure, Authorized Equipment and Software according to the requirements of Bank and this Agreement, as well as provide telecommunications services to connect to Bank's system. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment. Customer agrees to pay the monthly fee as established by Bank and to return the Authorized Equipment upon the termination of this Agreement in good working order, reasonable wear and tear excluded.

2.5 Customer will use the Authorized Equipment and the Software, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all security procedures described in the Documentation and Exhibit F to this Agreement, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Software. Customer acknowledges that the security procedures are for verification of authenticity and not to detect errors in the Electronic Items.

2.6 Customer will ensure the Authorized Equipment is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Checks are legible for all posting and clearing purposes.

2.7 Customer will be responsible for training its employees in the use of the Program, and for supervising and auditing their use of the Program. Customer warrants that no individual will be allowed to submit Electronic Items without proper supervision and safeguards and agrees to take all reasonable steps to maintain confidentiality of the security procedures and any related security features. If Customer knows or believes that an unauthorized individual has transmitted or attempted to transmit one or more Electronic Items or that the security procedures have otherwise been compromised, Customer agrees to immediately notify Bank by telephone and provide written notification to Bank within twenty-four (24) hours.

2.8 Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.

2.9 Customer will retain each Check for a reasonable period of time, but in no event fewer than 45 days after such Check has been digitized and processed. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Customer will use a commercially reasonable method, as set forth in Exhibit D, or otherwise approved by Bank to destroy Checks after the Customer's retention period has expired.

2.10 Customer will retain all information about its digitizing of Checks as created by the Software for no less than 7 days. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.

EXHIBIT C

INTELLECTUAL PROPERTY PROVISIONS

1. Protection and Security of Software and Documentation.

1.1 Customer will establish reasonable precautions and use commercially reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Customer will use reasonable measures to protect the Software and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.

1.2 Customer will not, and will not permit any third party to, (i) copy or use the Software or Documentation except as expressly authorized by this Agreement (including this Schedule); (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Software to others; (iii) use the Software or Documentation for third-party training, commercial time-sharing or service bureau use; or (iv) alter, change, modify or otherwise create derivative works of the Software or Documentation.

1.3 Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Software, except to the extent expressly permitted by applicable law. If Customer intends or begins to take any such action based on any applicable law, Customer shall notify Bank and Bank shall have the right to immediately terminate this Agreement and/or the license to the Software upon notice to Customer.

1.4 Customer will maintain a complete and accurate list of all locations where Customer has loaded and maintains the Software, Documentation, and Authorized Equipment, and make such list available to Bank upon Bank's request. Customer will share the Software with its employees and subcontractors on a need to know basis only.

1.5 Customer shall immediately contact Bank by telephone and mail written notice of such event within 24 hours if it becomes aware of any breach or suspected breach of this Section 1. Customer will also cooperate with Bank and its licensors to close and mitigate such breach.

2. Ownership of Intellectual Property.

2.1 Customer acknowledges and agrees that all right, title and interest in and to the Software and the Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Software and the Documentation, (i) are and shall remain owned exclusively throughout the universe by Bank and its licensors, (ii) represent or contain valuable rights of Bank and its licensors, and (iii) are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This Agreement does not create in Customer any rights to, and does not constitute an assignment of any rights of Bank or its licensors in and to, any copyrights, trade secrets, patents, or other intellectual property rights of Bank or such licensors. Other than the license set forth above in this Schedule, no other license or interest in the Software or Documentation, either express or implied, is granted under this Agreement.

2.2 Customer will not at any time, either directly or indirectly, (i) put to issue the scope, validity or ownership of Bank's or its licensors' intellectual property rights in the Software and Documentation; (ii) do any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights, or (iii) assert any ownership rights to the Software or Documentation. Customer acknowledges and agrees that this Agreement does not grant or convey to Customer (i) an interest in or to the Software or Documentation, but only a limited license to use, revocable in accordance with the terms hereof; or (ii) any right, title, interest or license in or to any trademark of Bank or its licensors, other than the limited non-exclusive renewable license to use "powered by Bank". All rights in and arising from the trademarks are reserved to Bank or its licensors, and any such rights which may arise in connection with Customer's use of such trademarks shall be the property of Bank or its licensors. All uses of the trademarks by Customer and any goodwill and/or rights that may arise therefrom shall inure to the sole and exclusive benefit of Bank or its licensors.

2.3 Customer hereby assigns to Bank and/or its licensors, as directed by Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which Customer may now have or which it may acquire at any time in the future to the Software or the intellectual property rights to the Software and Documentation, and any other computer code using any of the Software.

2.4 Customer shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the Software, Documentation or any packaging, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

2.5 Customer will (i) cooperate with Bank and its licensors to protect the Software, including in connection with any lawsuits or disputes involving the Software; (ii) promptly notify Bank and provide to it relevant background and other facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software; and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software by others, (a) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement and to

bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (b) agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

3. Termination.

Customer acknowledges and agrees that its license to the Software and Documentation will terminate upon the earlier to occur of (i) termination of this Agreement, or (ii) termination of Bank's license to the Software and Documentation.

4. Limitation on Liability.

BANK'S LICENSORS SHALL HAVE NO LIABILITY OF ANY NATURE TO CUSTOMER, OR ANY THIRD PARTY, FOR DAMAGES, LIABILITIES OR CLAIMS, WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE, INFRINGEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES, LIABILITIES OR CLAIMS ARISING FROM OR UNDER THIS AGREEMENT, ERROR IN THE SOFTWARE, OR FOR ANY INJURY, DAMAGE OR LOSS RESULTING FROM SUCH ERROR, OR FROM ANY USE OF THE SOFTWARE. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SUCH LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR GOOD WILL, EVEN IF SUCH LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH.

5. Compliance with Law.

Customer shall not export, re-export or otherwise transfer, directly or indirectly, the Software or any portion thereof to any location outside the United States.

6. Assignment.

Customer may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this Section shall be void.

7. Further Assurances.

Customer will, at its expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Exhibit, including, but not limited to, Section 2.3 of this Exhibit, and to protect the interests of Bank, its licensors, and their respective successors and assignees.

8. Injunctive Relief.

Customer acknowledges that violation of its commitments regarding the Software, as outlined in Sections 2.4, 2.5 and 6 of this Exhibit, may cause irreparable injury to Bank and/or its licensors, and agrees that Bank, in addition to any other remedies to which it may be entitled, shall be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.

9. Survival.

Customer agrees that the provisions of Sections 2, 4, 5, 7, 8, and 9 of this Exhibit shall survive termination of the license granted hereunder and the termination of this Agreement.

Please copy this contract for your records.

EXHIBIT D

DISPOSAL OF CONSUMER REPORT INFORMATION AND RECORDS

I. Definitions:

(a) In general. Except as modified by this part or unless the context otherwise requires, the terms used in this part have the same meaning as set forth in the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., as amended from time to time.

(b) "Consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. For purposes of this Exhibit, Customer Information shall also include Original Checks deposited pursuant to the Program.

(c) "Dispose," "disposing" or "disposal" means:

- (1) the discarding or abandonment of consumer information, or
- (2) the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

2. Proper disposal of Consumer Information:

(a) Standard. Customer agrees to properly dispose of all Confidential Information derived from or otherwise associated with the Program by taking reasonable measures to protect against unauthorized access to or use of the Confidential Information in connection with its disposal.

(b) Measures. Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following. Customer agrees to dispose of Confidential Information using one or a combination of the following measures:

(1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing Consumer Information so that the Consumer Information cannot practicably be read or reconstructed.

(2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing Consumer Information so that the Consumer Information cannot practicably be read or reconstructed.

(3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as Consumer Information, in a manner consistent with the standard above. In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party,

reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.

3. Applicable Requirements Not Affected:

Notwithstanding the foregoing, nothing in this Exhibit shall relieve Customer of its obligation to comply with the Regulations and all other applicable law and regulations or impose upon Bank an obligation to review or monitor Customer's compliance with the Regulations, this Agreement, and all other applicable law and regulations.

EXHIBIT E

BANK'S BUSINESS DAYS

Bank's hours of operation for Deposit Express customers are Monday through Friday (excluding holidays observed by the Federal Reserve*) from 8:30 a.m. until 5:00 p.m. CST. After 5:00 p.m. files will be processed the next Business Day. There will be a black out period Monday through Friday from 7:30 a.m. until 8:00 a.m. CST for daily maintenance at which time the system will be unavailable.

You may contact us at 507-645-1857 for Customer Technical Support.

*A list of holidays observed by the Federal Reserve is available at <http://www.federalreserve.gov/releases/k8/>.

EXHIBIT F

SECURITY PROCEDURES

- Customer will be provided with the link to the Deposit Express website by Bank. Bank will provide a Customer User Name and a temporary password (which Customer shall change upon initial login).
- Customer agrees to limit access to the Deposit Express portal to employees who reasonably require access to perform their jobs. The Customer is responsible for maintaining the confidentiality of all Log In Information and shall protect the Log In Information with the highest level of security. Customer shall make Log In Information known only to employees who reasonably require such Log In Information to perform their jobs. Customer is responsible for any transactions, including charges or fees, made by another person if Customer provides the Log In Information to such person.
- Customer is solely responsible for the accurate creation, modification, and deletion of the Account information maintained on Customer's personal computer and used for submitting Electronic Items pursuant to this Agreement.
- Customer agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of Log In Information. Any transaction initiated or authorized using valid Log In Information will be considered authentic, valid and binding by Customer and Bank. Bank agrees to provide reasonable assistance to establish training, and support to Company for properly using the services but is not responsible for the effectiveness or security of such procedures. If Customer suspects or believes any Log In Information or other information related to the submission of Electronic Items has been compromised, it shall immediately contact Bank by telephone and mail written notice of such event within 24 hours.
- Customer agrees to indemnify Bank, as described in Section 15 of the Agreement, if Customer fails to control the access to the Deposit Express portal, including, but not limited to, failing to control the confidentiality of the Log In Information.

EXHIBIT G

FEES

DEPOSIT EXPRESS FEES	<u>One- Time Fee</u>	<u>Monthly Fee</u>
Setup Fee	N/A	
Monthly Fee/software		37.50
Scanner Lease		31.25
"Early Termination" Fee	< 6 months 250.00	
	< 12 months 125.00	
OTHER FEES		
Software replacement	10.00	
Deposit Correction	5.00	
DISCOUNTED BUSINESS PREFERRED FEES		
Per Item Charge		
Per Deposit fee		0.15
On-us		0.04
Transit		0.09

*Scanner fee is for one MVX 30/30 IJE scanner. Other scanner models are available for an additional cost.

*All terms & conditions of the Deposit Express Agreement apply. Certain fees may be discounted.

