

Business Online Cash Manager Agreement & Disclosure Statement

Revised as of 04.02.2016

The following information represents the “Business Online Cash Manager Agreement and Disclosure Statement” between you and MidWestOne Bank (MWO). Please read this entire document prior to using this service and retain a copy for your records.

This agreement is made between you and MWO for accessing your MWO accounts using our web site (www.midwestone.com). As used in this document, the words, “we”, “our”, and “us” mean MidWestOne Bank and assigns the words “you” and “your” to mean each account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account(s). Online Banking Services (Services) means the communications and transactions provided to you by us through the midwestone.com website, including but not limited to the following: account information, funds transfers, bill payments, deposits, Automated Clearing House (ACH) origination, wire transfers, Electronic Federal Tax Payment System (EFTPS), stop payments, statement/notice/transaction inquiries and downloads.

By using the Services, you agree to abide by the terms and conditions of this agreement and acknowledge your receipt and understanding of the disclosures contained in this agreement. This agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations, as well applicable credit card and other loan agreements with us. If there is a conflict between the terms and conditions of this agreement and the terms and conditions of any other agreements between you and us, this agreement will control.

When you use our Services, you agree to the terms and conditions we have set forth in this agreement and any instructional material that we provide you regarding the Services. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications, which are acceptable to MWO. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed

paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

1. Equipment

To access the available Services through Business Online Cash Manager, you must have an active account with an Internet Service Provider (ISP) and an Internet browser software program with a minimum 128-bit encryption. You will need Adobe Acrobat Reader to view your statements and notices. To download a free copy, please go to <http://www.adobe.com>. From time to time, we may recommend that you upgrade your browser to maintain the latest encryption technology. We may also require you to adopt additional cybersecurity controls in order to ensure the protection of your account information

You are responsible for, at your expense, obtaining, installing, maintaining and operating all Equipment that accesses the Services. You must be an authorized user of the Equipment you use. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your Equipment.

2. Account Access

To access your account(s) through Business Online Cash Manager, you must have at least one eligible deposit or credit account with us. If you have more than one account or other relationships with us, we will link the relationships together unless you request certain accounts not be linked. Accounts that are "linked" under the Services must have one common owner. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. An account that requires two (2) or more signatures to make withdrawals may not be designated as an eligible account.

3. Access Codes

A primary owner of the bank account will designate on the Business Online Application the Senior Administrator. The Senior Administrator may be someone else within the business. Once the Senior Administrator has established access, he/she will establish subordinate users by creating a separate

Access ID and Password authorizing employees individual access to accounts. The Senior Administrator establishes limitations for each individual user. The Senior Administrator is the only person who has the authority to create, edit, or delete access or permissions for his/her subordinate users.

During your use of the Services, you are required to enter an/a:

- Access ID - An Access ID will be assigned to the Senior Administrator upon the opening of your Services.
- Password - A valid password consists of 8 - 17 characters. It must contain at least one number, at least one uppercase letter, and at least one lower case letter.

Use of these Access Codes is the agreed security procedure to access the Services. You agree to keep these numbers and codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Services. For security purposes, we recommend that you do not use the same Access Codes you use on other bank products. For further security purposes, we recommend that you memorize your Business Online Cash Manager password and not write it down.

We reserve the right to require the Company to use security tokens when accessing the Online Cash Manager system. The company must use the security token provided by us to generate a one-time temporary password to gain access to the Business Online Cash Manager system. The Company shall immediately notify us of any lost, stolen, or damaged security tokens and shall return security tokens upon the termination of use of the Business Online Cash Manager service.

MidWestOne Bank is not responsible for unauthorized use of the Services.

4. E-mail (Secure Contact)

For a secure message (encrypted) to be sent electronically to us, we recommend using the "Customer Support" tab on our website and then clicking on "Contact Us" to create your message. Use this secure method to make inquiries, request information, for routine maintenance, and/or problem resolution issues.

Regular e-mail is not a secure method of communication over the Internet and we strongly recommend you do not send confidential information by e-mail.

You agree that we may send you or make available to you notices, disclosures and other general information electronically, including (but not limited to) notices, disclosures and other information required under the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board. We may send this information to you by posting it on our web site or by e-mail. This information is not confidential and is sent by regular unsecured e-mail. We may also send it to you by regular postal mail in writing, at the address shown in our records. If you have given us an e-mail address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing that the address is no longer valid. You agree that information we post to our web site or send by e-mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information you send to us is deemed delivered when we receive and review it. If we send you a notice, disclosure or other message electronically and you wish to download or print it and are unable to do so, contact us at 319-356-5800 or 1-800-247-4418 or by mail to: MidWestOne Bank, PO Box 1700, Iowa City, IA 52244-1700.

5. Service Charges or Fees

As an enrolled user of our Business Online Cash Manager Services you authorize us to automatically deduct all applicable charges and fees from the primary checking account you have with us.

6. Business Days and Hours of Operation

Our business days are Monday through Friday, excluding federal holidays. Our Service Center hours of operation are Monday through Friday 7:30 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 1:00 p.m. You can reach the service center at 800-247-4418. Our office hours of operation vary per location with more information available on our website.

You can access our Business Online Cash Manager Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of our Online Cash Manager Services may not be available due to system maintenance. We also may need to change our available Services from time to

time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will always be provided.

7. Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been or may be conducted from your deposit Account without your permission, call: 319-356-5800 or 1-800-247-4418 or write us at: MidWestOne Bank, Service Center, PO Box 1700, Iowa City, Iowa 52244-1700.

8. Our Responsibility

We, or a third party acting as our agent, are responsible for completing fund transfers on time according to your properly entered and transmitted instruction. However, neither we nor the Service Provider will be liable:

- If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed Software or service instructions on how to make a transfer;
- If you have not given complete, correct and current instructions so that a transfer can be made;
- If withdrawals from any eligible accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believe that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment and/or software were not working properly;
- If a User conducts a transaction that would violate Federal Reserve Regulations or any other law: and
- If circumstances beyond our, or our agent's, control prevent making a transfer or payment, despite reasonable precaution that we have taken. Such circumstances include but are not limited to

computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by fires, floods, and other natural disasters.

There may be other exceptions to our liability as stated in your Depositor Agreement.

9. Liability for Loss or Erroneous Data

You, not the Bank, will bear the liability of the risk of any error of loss of data, information, transaction, or other losses which may be due to the failure of their respective computer system or third party communications provider upon which you or we may rely. We shall be liable to you only for direct losses that are determined to be the direct result of acts or omissions on the part of MidWestOne Bank or its employees constituting negligence, bad faith, or willful misconduct; however, in no event shall we be liable to you for incidental or consequential damages or loss which you may incur by reason of your use of our Business Online Cash Manager Services. So long as we act in good faith and without negligence or willful misconduct, your sole remedy for delays or interruptions due to hardware or software failures or incompatibility shall be to have the transaction completed as soon as reasonably possible after such problems are resolved.

10. Privacy

You agree we may release, or assist in the release of credit and other account information to a third party as may be necessary to process a transaction or resolve disputes.

11. Security

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our site and systems; if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

12. Ownership of Materials

The content and information on our site is the property of MidWestOne Bank, Iowa City, Iowa. It should not be duplicated, or copied by any means.

13. Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction, or any other provision in that or any other jurisdiction.

14. Venue

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the District Court of Iowa in and for Johnson County. This Agreement shall be interpreted under the laws of the State of Iowa.

15. No Signature Required

When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

16. Amendment of this Agreement

We may amend this agreement (including changes in its fees and charges hereunder) by giving notice to you at least 30 (thirty) days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of the Services is your agreement to the amendment(s).

17. Termination

You may terminate this agreement and any service provided hereunder at any time upon giving at least 10 (ten) days prior written notice of termination to us. Once we have acted upon your termination notice,

we will make no further transfers from your eligible accounts, including any fund transfers you have previously authorized. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

MidWestOne Bank reserves the right to terminate your use of the Business Online Cash Manager Services at any time without notice to you if we have reason to believe you are not complying with this Business Online Cash Manager Agreement and Disclosure Statement.