

## CLINTON NATIONAL BANK TRUSTREPORTER ONLINE ACCOUNT ACCESS AGREEMENT

The following information represents the "TrustReporter Online Account Access Agreement" (Agreement) between you (Client) and Clinton National Bank (CNB). TrustReporter is an account access service that utilizes a personal computer in combination with a User ID and Password to obtain information regarding the Client's portfolio at CNB. The following terms and conditions govern the usage by Client to retrieve, review and print trust and investment account information (Services). Please read the terms and conditions of this Agreement carefully. By using the Services, Client acknowledges and agrees to be bound by the provisions of this Agreement for the use of all Services available. CNB reserves the right to discontinue Services in the event that Client does not comply with the terms and conditions contained herein.

1. **EQUIPMENT:** To access the Services, Client must meet the following hardware and software collectively, (Equipment) requirements.
  - Client must have an active account with an Internet Service Provider (ISP), an Internet browser that provides 128-bit encryption (versions of Internet Explorer 5.5 and Netscape 4.7 or higher). From time to time, CNB may recommend browser upgrades to maintain the latest encryption technology. Other software requirements include a computer with Windows 95/98/NT 4.0/2000 or Linux 7.0 & Solaris (for non Windows platforms.)
  - Client must have a computer with an Intel compatible processor of speed 300 MHz or faster; 64 MB Ram; a video card and monitor supporting 16 bit color or better and a screen resolution of 800 x 600 (1024 x 768 preferred.)

Client is responsible for, at their expense, obtaining, installing, maintaining and operating all necessary hardware, software and communication devices that access the Services. Client must be an authorized user of the Equipment they use. CNB does not warrant nor will it be responsible for any errors or failures from the malfunction or failure of Client's Equipment.

2. **USER NAME AND PASSWORD:** Client will be provided with a User ID and Initial Password. To maintain Client privacy and financial information, the User ID and Initial Password (collectively, Access Code) will be sent in two separate mailings. Upon logging in, the Client will be prompted to change their Initial Password. The Password must be a minimum of 6 characters and a maximum of 14 characters in length. The Password is case sensitive and may be alphanumeric (contain a combination of letters and numbers.) The Client is solely responsible for maintaining Access Code confidentiality. CNB will not be responsible for any breach of security caused by a failure to maintain Access Code confidentiality. Client further agrees to be responsible for all transactions and activities that occur as a result of Client disclosure of the Access Code, whether or not Client authorized such transactions and/or activities. Client agrees not to provide account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Client's account. Client shall immediately notify CNB in the event of any unauthorized use of Client's account or if Client becomes aware of any other breach of security.
3. **ACCOUNT DATA:** All account data is provided as a convenience and for Client's information, but is not the official record. Client's statements remain the official record. Account data provided through online Services is generally updated on a daily basis and is subject to adjustment and correction.
4. **E:MAIL:** Non-encrypted e:mail is not a secure method of communication over the Internet and CNB strongly recommends Client does not send confidential information by e:mail. Client agrees that CNB may send them or make available to them notices, disclosures and other information electronically. CNB may send this information to Client by posting it on the CNB website or by e:mail. This information is not confidential and is sent by regular unsecured e:mail. CNB may also send it to the Client by regular postal mail in writing, at the address shown in our records. If Client has given CNB an e:mail address or postal address, CNB is entitled to rely on that address and assume that messages sent to that address are received by Client, until Client gives CNB notice in writing that the address is no longer valid. Client agrees that information CNB posts to their website or sends by e:mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information Client sends to CNB is deemed delivered when CNB receives and reviews it. If CNB sends Client a notice, disclosure or other message electronically and Client wishes to download or print it and is unable to do so, contact CNB at 563-243-1243 or by mail to: Clinton National Bank, Trust Department, 235 6<sup>th</sup> Avenue South, Clinton, IA 52732.
5. **BUSINESS DAYS AND HOURS OF OPERATION:** For the purpose of this Agreement, CNB's hours of operation are Monday through Friday, excluding Federal holidays, from 8:00 a.m. to 4:30 p.m. Client can access the Services seven days a week, 24 hours a day. However, at certain times, the Services may not be available due to system maintenance. CNB will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.
6. **LIMITATION OF LIABILITY:** Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, Client agrees that neither CNB nor any party which provides Internet access or provides Equipment used to access the Services, nor any agent, independent contractor, or subcontractor of any of the foregoing (Service Providers) will be liable for any loss, injury, or damage, including, without limitation, direct, indirect, incidental, special, consequential or

punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the installation, use or maintenance of the Services, or of the Internet access provider used to access the Services, or of the Equipment used to access the Services, including, without limitation any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to Client communications with CNB, even if CNB or the Service Providers are aware of the possibility of such events.

7. **LICENSE TO USE THE SERVICES/COSTS OF ACCESSING THE SERVICES:** Effective upon acceptance of this Agreement, CNB hereby grants Client, a personal, nonexclusive, nontransferable, revocable license to access and use the Services for Client non-commercial use. Client shall have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the Services. Client is solely responsible for obtaining all Equipment and approvals necessary for connection to the World Wide Web and all charges associates with such connection, including but not limited to obtaining a PC and modem or other access device, having access to the World Wide Web and phone service charges. There is no fee imposed for the Services by CNB.
8. **PROPRIETARY RIGHTS:** CNB and those parties, to the extent that portions of the Services are provided by third parties, shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights, including without limitation with respect to all technology and account information or passwords used in connection with or provided as part of the Services. Client may not, nor allow any third parties to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement. Client may not grant any sublicense, lease or other right in the Services to any third party. CNB expressly retains all rights in the Services that are not specifically granted under this Agreement.
9. **TERMINATION:** Client may terminate rights to access the Services at any time by contacting CNB. CNB reserves the right to require written notice of Client's desire to terminate the account. Following any such termination, Client agrees to immediately cease to use the Services. CNB reserves the right to decide, in CNB's sole discretion, to restrict, suspend, terminate or modify the Services with or without notice. CNB may do so in order to maintain the Services, improve the Services, to prevent fraud or for any other reason. It is hereby understood by Client that CNB shall not be liable to Client or any third party for any reason related to or arising from the termination of this Agreement or from CNB's decision(s) to restrict, suspend, terminate or modify the Services or arising from the limiting, delaying, denying access to or any decision to cease providing access to the Services to some or all of Clients, whether or not such limitation, delay, denial or the cessation of Services is within CNB's control.
10. **WARRANTY DISCLAIMER:** The Services provided hereunder are provided "as is" and "as available" and except to the extent that warranties are expressly granted within this Agreement, no warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose or any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof are granted to Client or any third parties. CNB makes no representations or warranties that the Services are free of rightful claims of any third party for infringement or proprietary rights. CNB makes no warranty that the Services will meet Client's requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected. It is further agreed and understood that CNB does not warrant the accuracy or reliability of the results obtained through CNB.
11. **INDEMNIFICATION:** Client hereby agrees to indemnify CNB, CNB's directors, officers, employees, agents and any and all parties that have supplied or do supply CNB with portions of, or otherwise support the Services from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or the willful misconduct of Clients, Client's use of the Services and/or any breach of the terms and conditions of this Agreement by the Client.
12. **INTERNATIONAL USE:** CNB makes no representation that Services are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Client agrees to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United States or the country in which the Client resides.
13. **SERVABILITY:** 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 Iowa District Court in and for Clinton County. This Agreement shall be interpreted under the laws of the State of Iowa.
15. **AMENDMENT OF THIS AGREEMENT:** CNB may amend this Agreement by giving notice to Client at least 30 days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Client's continued use of the Services is Client's agreement to the amendment(s).

16. **PRIVACY POLICY:** CNB shall treat as confidential and shall not disclose or otherwise make available the personal account information or other data received by CNB from Client to any person, other than employees, agents, contractors or affiliates of CNB or Client. CNB shall instruct such employees, agents, affiliates and contractors to maintain confidentiality by using the same care and discretion that CNB uses with respect to its own confidential information. To affect the purposes of this Agreement, Client may provide CNB with information or access to information concerning persons or entities that obtain financial products or Services from Client. CNB acknowledges that its right to use and redisclose non-public personal information concerning Client (the Information) is limited by the Gramm-Leach-Bliley Act of 1999 (public Law 106-102, 113 Stat. 1138) (GLB Act) and its implementing regulations and other Federal and State laws and regulations regarding privacy and the confidentiality of customer records. To protect the privacy of Information, CNB agrees that it shall:

- Limit access to the Information to CNB employees and agents who have a need to know to carry out the purposes for which the Information was disclosed.
- Use Information solely to carry out the purposes for which the Information was disclosed and for no other purpose.
- Safeguard and maintain the confidentiality of the Information and not directly or indirectly disclose the same to any other person or entity in violation of (i) Title V of the GLB Act and its implementing regulations as the same may be amended from time to time and (ii) other applicable Federal and State laws and regulations regarding privacy.