

Mobile Remote Deposit Capture Agreement

This Mobile Remote Deposit Capture Agreement (as amended and/or supplemented, this "Agreement") Governs your use of United Valley Bank's Mobile Remote Deposit Capture Service (the "Mobile Deposit Service" or "Service"). United Valley Bank offers the Mobile Deposit Service under this Agreement only in association with one or more deposit accounts maintained by you at United Valley Bank.

This Agreement is in addition to other agreements between you and United Valley Bank, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations as well as your loan agreements with United Valley Bank. You should review the disclosures provided to you when you opened your account(s) with United Valley Bank.

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 tampering or altered data. You may request a paper copy of any of our agreements be sent to you via standard mail by writing or calling us. Our contact information is provided in this agreement.

Definitions

"Business Day" shall mean every day excluding Saturdays, Sundays and federal holidays.

"Client", "You" or "your" is used to refer to each person who applies or is authorized by you to use the Service through Mobile Banking.

"Mobile Banking" means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device.

"Mobile Device" means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us ("Mobile Banking Software") that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit.

"We," "us," and "our" are used to refer to United Valley Bank, the depository institution that holds one or more accounts accessed by the Service through Mobile Banking.

Terms and Conditions

1. General Description of Mobile Deposit Service. Subject to the terms, provisions and conditions of this Agreement, we shall provide the Mobile Deposit Service to you, which allows you to make deposits to your deposit accounts from your Mobile Device by taking images of checks on your Mobile Device and delivering the images and information required hereby to us or our designated processor (a "Processor") through our Mobile Banking service. Deposit accounts ("Accounts) eligible for the Mobile Deposit Service are those in which you are an authorized signer on. You may notify us of the accounts which you would like available for the Mobile Deposit Service, but we may allow all accounts in which you are an authorized signer on to be available within the Mobile Deposit Service. You may add or delete deposit accounts, as applicable and authorized, from our Mobile Deposit Service by contacting us at 701-265-8331. You acknowledge and agree that a deposit made by you using this Mobile Deposit Service is not an "Electronic Fund Transfer" as that term is defined in Federal Reserve Board Regulation E. The terms United Valley Bank, We, Us, and Our and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of us including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and,

if more than one, "Images") in accordance with the User Guide (as herein defined). After capture of the Images and all other required data and information from each check, you will transmit one or more files containing the Images and all other required data and information from or pertaining to all checks (each such file a "File" and, if more than one, "Files") to us or Processor via the Mobile Banking service. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, we will provisionally credit the Account or Accounts designated by you for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of our then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "Deposit Agreement") and this Agreement. You acknowledge and agree that we may discontinue, and/or change the terms of, the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party. You hereby agree that we shall be the exclusive provider of the Service provided in accordance with this Agreement and that you will not use the same or similar services of any other party without first notifying United Valley Bank and receiving permission.

2. Hardware and Software. You understand and hereby agree that, at your sole cost and expense, you are responsible for providing your own Mobile Device that supports 256-bit encryption to ensure the proper and secure access and functioning of the Mobile Deposit Service. As the Mobile Deposit Service is accessed via Mobile Banking, please refer to the Mobile Banking Agreement to review additional terms regarding hardware and software use, licensing, and limitation of liability.

We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using electronic mail, the Internet, or mobile communications. We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device hardware or software, or failures of or interruptions in any Mobile Device or Internet services. We hereby advise you, and you hereby agree, to monitor your Mobile Device for viruses using a reliable virus detection product in order to detect and remove viruses.

All right, title and interest in and to (a) any and all software programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Software", (b) the User Guide and (c) any and all instructions and other documentation provided to, or used by you, including those available at the mobile banking section of our website, www.uvbank.net, in connection with the Mobile Deposit Service everything in this clause, collectively, the "Documentation") shall be, and remain, the property of United Valley Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

3. Checks Deposited and Security Interest. You hereby agree that you will only take photos (or "images") and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC"). You agree that the image of the check that is transmitted to us (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not remotely deposit any check or other item that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of yours maintained at another financial institution unless you notify and receive permission from us prior to submitting the deposit, (c) are prohibited by our current User Guide pertaining to the Mobile Deposit Service (the "User Guide") or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a Financial Institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute

checks, without our prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) which are not acceptable to us for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) we may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained our written consent to do so, you provide us with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees we incur because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments).

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at United Valley Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

4. Imaging of Checks and Transmission of Files. You shall properly download and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of the Mobile Deposit Service. You shall (a) endorse each Check to be deposited in accordance with the User Guide, (b) take a photo of the front and back of each Check to be deposited and thereby capture the photo of the front and back of each Check and any other required data from, each Check and (c) transmit the File containing the images of and all other required data and information from or pertaining to such Checks to us or our Processor in accordance with the User Guide, a copy of which is available on the mobile banking section of our website, www.uvbank.net. We reserve the right to amend the User Guide, with or without prior notice to you. We may also provide you with, or require you to establish, a User Code, a personal identification number ("PIN") and/or passwords and other procedures (collectively, "Security Procedures") to access the Mobile Deposit Service. The specific Security Procedures will be described in the User Guide and/or within the Documentation. You agree to, at all times, (a) comply with the User Guide, (b) safeguard the confidentiality and security of the User Guide, Security Procedures and all other proprietary property or information we provide to you in connection with the Mobile Deposit Service and (c) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

To ensure accuracy, you shall balance the dollar amount of each deposit to the amount of the check prior to transmitting the File in accordance with the User Guide, as applicable. You may send multiple Files or items to us or our Processor throughout the day, not to exceed the daily deposit limit specified in Attachment A. The total dollar value of the Files sent by you to us on any day or month, as appropriate, shall not exceed the dollar amount specified in Attachment A (the "Deposit Limit"). If the total dollar value of the Files sent by you to us on any day or month, as appropriate, exceeds the Deposit Limit, we may, at our option, refuse to accept the File that exceeds the Deposit Limit, or we may accept and process the File. You agree not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by us no later than the cut-off time specified in Attachment A (the "Cut-Off Time"). A File is considered received by us when a complete copy of such File has been written on our electronic storage device in conformity with our technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by us prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, our records shall be determinative. A File which is not balanced in accordance with the User Guide or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by us. We reserve the right to change the number of Files that may be transmitted in a day or month, as appropriate, the Deposit Limit that may be transmitted in a day or month, as appropriate, and the Cut-Off Time. All such changes shall be effective immediately and may be implemented without notice to you. You may contact

us at any time to verify the current number of Files that may be transmitted in a day or month, as appropriate, the Deposit Limit that may be transmitted in a day or month, as appropriate, and the Cut-Off Time.

5. Maintenance and Destruction of Original Check. You shall stamp or write on the original Check "Processed" before or during the process of depositing the Check in accordance with Section 4 of this Agreement. You shall securely store all original Checks until they have been posted to your Account(s) (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized individuals or personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods to destroy original Checks after expiration of the Retention Period and can review the User Guide available on our website, www.uvbank.net, to review reasonable methods of destruction. You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You will promptly (but in all events within 5 Business Days) 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 us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

6. Image and MICR Quality. Each File transmitted by you to us shall contain an image of the front and the back of the Check imaged and deposited through your Mobile Device by you. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- (a) the amount of the Check;
- (b) the payee of the Check;
- (c) the signature of the drawer of the Check;
- (d) the date of the Check;
- (e) the Check number;
- (f) the information identifying the drawer and the paying Financial Institution that is preprinted on the Check, including the MICR line; and
- (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any indorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Customer shall also capture and transmit to us the full-field MICR encoding on each Check. In accordance with the User Guide, Customer shall ensure that the following information is captured from the MICR line of each Check:

- (a) the American Bankers Association routing transit number ("RTN");
- (b) the number of the account on which the Check is drawn;
- (c) when encoded, the amount of the Check; and
- (d) when encoded, the serial number and the process control field of the Check.

7. Receipt of File. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any File or the Images or other information contained therein that are not received by us or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by you. We have no obligation to notify you of the rejection of a File or the Images or other information contained therein. We

shall have no liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a File submitted by you, we may examine such File and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the User Guide. If we determine that you have not complied with this Agreement or followed the User Guide or if errors exist in the Images or other information contained in the File, we, in our sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "Corrected File"). As a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Files submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the File in accordance herewith and with the User Guide, the File is balanced and the Images meet the requirements of Section 6 of this Agreement, then we shall accept the File (an "Accepted File") for deposit to your Account. Upon acceptance of the File, we shall electronically notify you of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that we have accepted a File for deposit, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.

8. Provisional Credit and Availability of Funds. Upon acceptance of the File, we shall grant your Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, we may hold funds for the period of time permitted by Reg. CC, however, funds will generally be made available to you on the first Business Day after the day we receive your deposit. Please refer to the account disclosures provided to you at account opening or review our Funds Availability Policy, as amended, for more details. For the purposes of determining the time for which funds may be held by us under Reg. CC, the place of deposit shall be United Valley Bank, 211 Division Av S, Cavalier, ND 58220.

9. Laws, Rules and Regulations. You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

10. Collection of Checks. We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee financial institution. We, in our sole discretion, shall select the clearing agents used to collect and present the Images, and our selection of the clearing agents shall be considered to have been designated by us. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

11. Contingency Plan. You agree that, in the event you are not able to capture, balance, process, produce or transmit a File to us, or otherwise comply with the terms hereof or of the User Guide, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will transport the originals of all Checks to the closest office of United Valley Bank and deposit original Checks with us until such time that the outage, interruption or failure is identified and resolved if you elect to do so. The deposit of original Checks at an office of United Valley Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement. Notwithstanding the foregoing, and to the extent applicable, Section 12 of this Agreement dealing with

warranties shall apply to the deposit of original Checks.

12. Warranties. You represent, warrant and covenant the following to United Valley Bank:

- (a) Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the User Guide and the Deposit Agreement;
- (b) Image Quality. Each Image transmitted by you to us contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- (c) Accuracy of Information. All data and other information submitted by you to us, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- (d) No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to us, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to United Valley Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- (e) No Loss. No Subsequent transferees of the Item(s), including but not limited to United Valley Bank, a collecting or returning financial institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- (f) Information. All information provided by you to us is true, complete and accurate and, if a business, properly reflects the business, financial condition and principal partners, owners or officers, of the business. You must not be engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by you to us;
- (g) Authority and Legality. (i) this Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject to;
- (h) No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened which, if decided adversely, would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations.
- (i) Transactions. All Checks and business transactions of yours are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (j) Rule Compliance. You conduct your business, and submit Checks and Files in compliance with this Agreement, the User Guide, applicable law and the Rules.
- (k) Virus. No Files or Checks contain any viruses or other harmful, intrusive or invasive codes.
- (l) Indemnity. You agree to indemnify us for, and hold us harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and us, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

13. Returned Checks. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with Section 5 of this Agreement, the original Check will not be returned, and we may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

14. Fees and Charges. There is currently no fee for the Mobile Deposit Service. You agree, however, to pay us the normal deposit account service charges established from time to time by us and all such other fees and charges as may be agreed upon from time to time by both parties. You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

15. Amendments. We may amend the terms of this Agreement at any time, in our sole discretion, by giving notice to you. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Mobile Deposit Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by us.

16. Confirmation: Account Reconciliation. In addition to being able to confirm your deposit by inquiring into your account via internet or mobile banking, we will provide notice of receipt of a deposit to your Account on the periodic statement for such Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

17. Update Notice. You shall provide written notice to us of any changes to the information previously provided by you to us. Such notice must be received by us within five (5) Business Days of the change. You shall provide any additional information requested by us within five (5) days of such request. We retain the right to: (i) review your Checks, Files and activities from time to time and (ii) re-price or terminate the Mobile Deposit Service based on changes to information previously provided to us by you.

18. Financial Institution's Duties. Our duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement.

19. Financial Institution's Responsibilities. You agree to monitor your account balances and charges, to promptly notify us if any Report conflicts with your records, and to refrain from acting on information you have reason to believe is erroneous. In all instances, our and, if the services of a third party provider are utilized in the provision of the Mobile Deposit Service, such third party's sole liability to you shall be limited to the correction of any errors made. We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and United Valley Bank or United Valley Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

20. Internet and Mobile Communications Disclaimer. We do not, and cannot, control the flow of any documents, files, data or other information via the Internet or mobile communication networks, whether to or from our network, other portions of the Internet, mobile communication networks, or otherwise. Such flow depends in large part on the performance of Internet and mobile communication services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet or mobile communication networks (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet or mobile communication infrastructure or your or our ability or inability to connect to the Internet or mobile communication networks.

21. Indemnification and Liability; Third Party Claims. You hereby indemnify United Valley Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys’ fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to us or (iii) failure to maintain compliance with the Rules, (b) (i) your provision of the Mobile Deposit Service, (ii) our action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by us to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by our gross negligence or willful misconduct.

22. Limit of Liability.

(a) ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, WE SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND OUR LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) YOUR ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY YOU TO US FOR THE MOBILE DEPOSIT SERVICE. IN NO EVENT SHALL WE OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY YOU OF THE MOBILE DEPOSIT SERVICE OR ANY SERVICE OR THE FAILURE OF US OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF WE OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

(b) YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE MOBILE DEPOSIT SERVICE SHALL BE AT YOUR SOLE RISK, AND THAT THE MOBILE DEPOSIT SERVICE IS PROVIDED BY US IS ON AN “AS IS” BASIS.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON, AS TO THE MOBILE DEPOSIT SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND WE HEREBY DISCLAIM ANY AND ALL OF THE SAME. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY UNITED VALLEY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE MOBILE DEPOSIT SERVICE TO BE PERFORMED PURSUANT HERETO.

(d) TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH OUR LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM OUR FAILURE TO EXERCISE ORDINARY CARE.

(e) WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY MOBILE DEVICE HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE MOBILE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR MOBILE DEVICE, MOBILE SERVICE, OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR MOBILE SERVICE PROVIDER OR THEIR

EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(f) WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, YOUR MOBILE DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY MOBILE DEVICE SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY US TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO US, FROM US TO YOU, FROM YOU TO ANY PROCESSOR, FROM ANY PROCESSOR TO YOU, OR OTHERWISE. WE SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE.

23. Third Parties; Maintenance.

(a) Mobile Deposit Service from Others. You may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a "Third Party" and, if more than one, "Third Parties"). You (i) agree that any Third Party that is acting as your agent in the delivery of Checks and Files to us, and (ii) agree to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Agreement. We will not be liable for any losses or additional costs incurred by you as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. You shall provide at least ten (10) days advance written notice to us in the event you use any such Third Party. You are solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. You shall not have any responsibility for any Check or File handled by a Third Party until that point in time when we accept and approve a Check or File from such Third Party for processing.

(b) Equipment Maintenance. You shall be solely responsible for obtaining and properly maintaining your equipment and system requirements, including Mobile Device equipment, Internet connectivity, and any other equipment or items necessary to receive the Mobile Deposit Service. We shall not be liable to you, in any manner whatsoever, for any type of errors, losses, damages or other claims related to your failure to do so.

24. Financial Information. We may from time to time request information from you in order to evaluate a continuation of the Mobile Deposit Service to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Mobile Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Mobile Deposit Service according to the provisions hereof.

25. Confidential Information and Proprietary Right in Data. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to us by you in connection with this Agreement is confidential. Except as allowed by applicable law, we shall not disclose or permit access to any such information by any person, firm or corporation. We shall cause our officers, employees and agents to take such action as shall be reasonably necessary to preserve and protect the confidentiality of such information, by disclosing such information only to persons needing to have access thereto for the performance of the our obligations under this Agreement or to any other party to which we may be required by law to report such information. You agree to hold confidential, and to use only in connection with the Mobile Deposit Service, all information furnished to you by us or by third parties from whom we have secured the right to use the Mobile Deposit Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of United Valley Bank, you shall promptly return such information to us and not reveal such information to any other

party and shall not make use of such information for its own benefit or otherwise. Both parties' obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or becomes generally available to the public other than by breach of this Agreement or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Mobile Deposit Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation and/or a State regulatory agency, and you agree to the release by United Valley Bank of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. You agree that any specifications or programs developed by us in connection with this Agreement, or supplied or made available to you by us, are the exclusive property of us, our agents, suppliers or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of United Valley Bank. This clause shall survive the termination of the Agreement.

26. Arbitration and Waiver of Jury Trial. You and United Valley Bank agree that the transactions contemplated in this Agreement involve "commerce" under the Federal Arbitration Act ("FAA"). EVERY CONTROVERSY OR CLAIM BETWEEN YOU AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IS IN ANY WAY RELATED TO OR RESULTING FROM, THIS AGREEMENT, THE MOBILE DEPOSIT SERVICE OR ANY OTHER SERVICES PROVIDED BY US, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA. (The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL. This agreement to arbitrate disputes will survive the closing of your Accounts and the termination of this Agreement.

27. Attorneys' Fees. In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

28. Successors. This Agreement and all the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

29. Assignment. No right or interest hereby conferred shall be assignable without the prior written consent of the other party, and any assignment made without such consent shall be null and void; provided, however that we may assign this Agreement or any part of it to any of our affiliates or to a successor of ours by merger or acquisition upon written notice to you.

30. No Third Party Beneficiaries. This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against either party, their respective successors, assigns and affiliates.

31. Captions and Headings. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions

of this Agreement.

32. Entire Agreement. The terms of the Deposit Agreement, all other agreements with United Valley Bank pertaining to the Accounts and the Rules, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the Rules and this Agreement, the provisions of this Agreement shall control to the extent necessary. We agree that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Mobile Deposit Service.

33. No Waiver. No delay or failure on the part of United Valley Bank in exercising any of our rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by us shall constitute a waiver of our right to exercise the same or any other remedy hereunder. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

34. Severability. In the event all or any part of any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, the remaining provisions or parts thereof shall be binding and enforceable as if any such invalid, illegal or unenforceable provision had never been contained herein.

35. Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

36. Termination. This Agreement shall remain in full force and effect from the date hereof until such time as this Agreement is terminated by either party as hereinafter provided:

(a) this Agreement may be terminated at any time by either party following thirty (30) days prior notice unless a shorter prior notice is agreed upon by both parties;

(b) either party shall have the right to terminate this Agreement immediately by giving notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement, (v) fails to perform its obligations under this Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing, we may immediately terminate this Agreement without notice if, in our sole discretion, we determine that you have abused the Mobile Deposit Service or we believe that we will suffer a loss or other damage if the Agreement is not terminated.

Our election to terminate this Agreement is in addition to any and all other remedies that may be available to us and will not affect any obligations you may have with us. Any reinstatement of the Mobile Deposit Service under this Agreement will be at our sole discretion.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights. Upon termination of this Agreement, (i) you will promptly pay to us all sums due or to become due under this Agreement, (ii) you shall have no further right to make use of the Mobile Deposit Service or any system or software which may have been provided in connection with any Mobile Deposit Service.

Both parties agree that Sections 3, 5, 12, 13, 21, 22, 24, 25, 26, 27, 29, 32, 33, 35, and 37 shall survive the termination of this Agreement.

37. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota, without reference to its conflict of laws, provisions, and applicable federal law.

38. Notices. Any notice required hereunder shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties and if, to United Valley Bank, at the address set forth below and, if to you, at the most recent address or phone number shown for you in United Valley Bank's records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third Business Day after mailing thereof.

If to Financial Institution: United Valley Bank
 P.O. Box 170
 211 Division Av S
 Cavalier, ND 58220

Or by phone to: (701) 265-8331 or (888) 265-8331

Or by email to: customerservice@uvbank.net

Please note that any message sent using this feature is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail. You agree that we may take a reasonable time to act on any e-mail within the timeframes noted in state and federal regulations.

ATTACHMENT A

LIMITS

Deposit Limits

- Daily: \$2,000

CUT-OFF TIME

The cut-off time for our Mobile Deposit Service is 2:00pm Central time on a Business Day.