DIRECT SERVICES/CASH MANAGEMENT AGREEMENT

BANK OF NORTH DAKOTA
OPERATIONS
SFN 59708 (9-2014)

This agreement is made between the Bank of North Dakota (BND) and

Name of Customer	Date

WHEREAS, the customer desires to better monitor its deposit account balances, and collection and disbursements of its funds; and

WHEREAS, BND offers an information reporting service entitled “BND Direct” (“Service”), which is designed to help the Customer better monitor its deposit account balances, and collections and disbursements of its funds; and

WHEREAS, the Customer wishes to use this Service, and BND is willing to permit the Customer to do so subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That BND will provide the Service to the Customer pursuant to the following conditions:

   A. BND will provide basic features of the Service to the administrator listed on the BND Direct Set-Up Specifications, Exhibit A, and the account(s) at BND as listed in Exhibit B (“Specifications”) a copy of which is attached hereto as Exhibits and incorporated by reference herein. Basic features will include the following which may be added, removed, or changed during future releases or enhancements of the Service without further modification of this Agreement:

   * Balance Reporting - Consists of posted activity and ledger balances/float as reflected on the records of BND.
   * Intra-Day Reporting - Consists of pending activity and/or balances.
   * Messaging - Enables users to utilize mail messages/forms for the communication of information to BND.
   * Bank Reports - Consists of providing various reporting and data regarding activity, transactions, or items pertaining to the Customer.
   * Book Transfer - Enables users to transfer funds between their own accounts at BND.
   * Check Management - Enables users to perform a check inquiry, view the check image, or place a stop payment order.
   * Commercial Loans - Consists of loan summary information and transactions.

   B. BND will provide additional features of the Service and will require the Customer to execute a separate service Agreement for each additional service;

   C. BND may add or delete features from the Service at any time. Customer's continued use of the Service constitutes agreement to comply with any additions, deletions, or other modifications made by BND. The Customer may request any offered feature be added to or any previously requested feature be deleted from the Service at any time by written order delivered to BND. Added features which are requested by the Customer shall become part of the Service and be subject to the terms of the Agreement. No features shall be added to or deleted from the Service until BND acknowledges receipt of the new Certificate and notifies the Customer that the changes set forth have been accepted and are in effect;

   D. The Customer agrees that it will use the Service in accordance with the instructions provided in the BND Direct User Guides or other documentation or information regarding the Service. Customer acknowledges receipt of the Guides, and BND may amend the Guides at any time without prior notice. BND, however, will provide the Customer with any amendments or additions considered necessary. Customer's continued use of the Service constitutes agreement to comply with any amendments or additions made by BND.

2. The Customer will pay BND all fees, expenses, and charges incurred in connection with or for providing the Service in accordance with BND's fees for the Service. BND may amend these fees without notice to the Customer.

3. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other. The parties agree that all notices required under this Agreement shall be in writing and may be given by facsimile transmission or by registered or certified mail and shall become effective on the next business day following receipt of the notice by the recipient party. BND may terminate this Agreement immediately without notice to the Customer if Customer fails to comply with any of the terms of this Agreement. In the event of termination, BND shall be entitled to payment for work or services performed to date of termination.

4. Send all notices and inquiries to:

   Bank of North Dakota
   Operations Department Electronic Banking
   PO Box 5509
   Bismarck, ND 58506-5509

5. BND's liability under this Agreement shall be limited to damages from negligent acts caused by its own equipment, employees, operators, programmers, and software in providing the service. In no event shall BND be liable for errors or delays caused by equipment or software designed or owned by others. If damages are sustained by the Customer, the amount of such damages shall be limited to the total amount paid by the Customer for the Service for the preceding thirty (30) day calendar period. In the event of termination, BND shall be entitled to payment for work or services performed to date of termination.

   This shall be the Customer's exclusive remedy. BND will not be liable for any consequential, special, compensatory, exemplary, or other damages, including, but not limited to, lost profits, nor will it have any liability for failure to provide the Service due to delays for any cause or condition beyond its control, including, but not limited to, fire, flood, earthquake, casualty, failure in communication facilities, breakdown of equipment, lockout, strike, or unavoidable accident, acts of God, natural disaster, war, riot, theft, gross negligence or intentional misconduct, adverse governmental action, ruling, regulation, order or decree, emergency, government inaction, default of any party, or a default of any carrier.

6. The Customer agrees to indemnify and hold BND harmless from and against any claims and liability, including attorney's fees and court costs, which may be incurred as a result of BND's providing the Service to the Customer.

7. BND will provide the Customer with a user name, password, and token for individuals authorized by the Customer to use the Service. Said user name, password, and token shall permit the Customer to access the Service in accordance with instructions provided ~ i.e. BND Direct User Guides or other documentation. The Customer assumes all responsibility for the confidentiality and security of all user names, passwords, and tokens. If a user name, password, or token should be compromised, the Customer must notify BND immediately. Customer agrees to maintain all information regarding how the Service functions as contained in procedures or Guides as confidential and not disseminate information or materials related to the service without express written approval from BND. The Customer understands that BND will not confirm the authority of the person or persons obtaining report(s), performing function(s)/transaction(s), and engaging in financial activities via the BND Direct system.

   The Customer authorizes BND to provide information under the Service to any persons using approved user name, password, and token. Under no circumstances shall BND be liable for disclosing information when the proper user name, password, and token have been used. The Customer shall not hold BND liable or responsible for any damages, losses, and/or injuries the Customer may sustain as the result of the authorized or unauthorized use of the Customer's passwords, user names, or tokens.

8. Reliance on information provided by BND under the Service shall be at the Customer's risk. The Customer shall inspect such information and notify BND within thirty (30) days of any error(s) contained therein. Failure to provide such notice relieves BND of any responsibility to correct the same or for any liability for damages accruing therefrom.

9. Use of the Service for transaction initiation/creation will require enrollment of the Customer in additional Agreements as follows:

Additional Service	Agreement(s) Required
Wire Transfer	Domestic and International Funds (Wire) Transfer Agreement
Automated Clearing House	Agreement for Use of ACH
Cash Shipments	Currency and Coin Services Agreement (Financial Institutions Only)

10. If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

11. This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.
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12. BND owns and operates this site. The contents of the site, including all trademarks, service marks, and trade names that are/may be displayed on this site are proprietary to BND. Customers shall not display or use any content without the prior written consent of BND. Users authorized by the Customer may not copy, reproduce, publish/republish, upload, transmit, or distribute any site owned or controlled by BND. Customers/users may not redeliver any of the pages, text, images, or other content of BND's site using “framing” technology without BND's express written permission. Web pages, content, or data cannot be aggregated or allowed to be "aggregated" by any Customer or User of this service without the express written approval of BND.

13. BND will provide the most accurate, current, and complete data at its disposal through this service. BND does not warrant, however, that the functions and services provided will be uninterrupted or error-free, that defects will be corrected within a specific time frame, or that the server(s) utilized by this service are free from viruses or other harmful components. The Customer assumes the entire costs of necessary servicing, repairs, or corrections of Customer's property or operations as a result of using this Service. By accessing this Service (site) the Customer accepts, at their own risk, that the Internet and online communications medium may not perform as intended despite the efforts taken by BND, the Customer, or the Customer's Internet Service Provider (ISP).

14. Third-Party Content. Should any links be provided on the site owned by BND, BND is in no way responsible for the content of any site owned by a third party. This also includes any links that may be provided by BND or any links provided by any third party for which BND may provide a link.

15. Data Security. Customer is hereby notified that information reported to the Customer via BND Direct is no longer secured by BND upon delivery to the Customer. The Customer is responsible for establishing any and all security procedures for information viewed, printed, downloaded, or stored on the premises of the Customer or any computer accessing BND Direct.

16. The Customer understands and agrees that the following provisions apply to BND Direct enrollment by the Customer for requesting/using a System Administrator on BND Direct:

    A. **Administrator:** Customer directs BND to establish the person as the Security Administrator for the Customer for Internet access to the services provided under this Agreement. Customer shall give BND the name, address, e-mail, and telephone number of one person chosen to be Customer's Security Administrator. BND strongly recommends the Customer appoint a minimum of two Security Administrators in order to provide adequate back up and administrative support.

    B. **Designation of Users:** The Security Administrator has the authority to create, enable, and authorize any other person or persons to obtain reported information, export data, perform transactions, and/or engage in other financial activities that are or will be offered by BND through the BND Direct system.

    C. **Tokens:** BND will assign a token to each User as instructed by the Customer's Security Administrator. The token generates a random and unique security code for each token. The Security Administrator will also be responsible for communicating any lost or stolen tokens.

    D. **User ID/Passcode:** The Security Procedure combines the user name, password, and token for each user. Each time a user gains access through BND Direct, the user must use the user name, password, and token.

    E. **User Authorization:** Customer is hereby notified that BND will not confirm the authority, identity, or existence of the person or persons obtaining reports, exporting data, performing transactions, or engaging in financial activities on behalf of Customer via BND Direct. It is the responsibility of the Customer to maintain the user listings and authorizations granted to users of the Customer.

    F. **Separation of User Functions:** The Customer may separate among Users the ability to create, verify, and send instructions through BND Direct for the performance of the Service. BND STRONGLY RECOMMENDS THAT CUSTOMER SEPARATE SUCH FUNCTIONS AMONG USERS TO REDUCE CUSTOMER'S RISK OF SUFFERING A LOSS RESULTING FROM AN UNAUTHORIZED OR FRAUDULENT USE OF BND DIRECT.

    G. **Security Procedure Protection:** The Customer and BND will preserve the confidentiality of the Security Procedure. If the Customer becomes aware of a breach of such confidentiality or suspects that such a breach may occur, it will immediately notify BND in a manner affording BND a reasonable opportunity to act on the information.

In Witness Whereof, the undersigned have set our hands on the day first written above. This Agreement shall be interpreted pursuant to the laws of the State of North Dakota.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Name of Customer
By (Printed Name)
Signature
Title

The State of North Dakota doing business as The Bank of North Dakota

By (Printed Name)
Signature
Title

EXHIBIT A
BND DIRECT SET-UP SPECIFICATIONS
AUTHORIZED SYSTEM ADMINISTRATOR

Customer Name			
Address	City	State	ZIP Code
System Administrator		Telephone Number	
E-mail Address			

Please note that this Specification sheet will supersede all previous specifications on file with Bank of North Dakota. By signing below, the authorized individual authorizes BND to establish the above individual with the services.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Authorized By	Date

EXHIBIT B
BND DIRECT SET-UP SPECIFICATIONS
AUTHORIZED ACCOUNT INFORMATION

Customer Name	
Primary Account	
System Administrator	Telephone Number

Account Number	Account Name

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Authorized By	Date