

“ASK ANNE” COMPLIANCE INFORMATION SERVICES

AGREEMENT TO BE ACCEPTED BY CLIENT ELECTRONICALLY

Please read this Agreement carefully. After the bank accepts the terms of this Agreement and enrolls in the “Ask Anne” service, it will receive a telephone number and e-mail address that will enable its employees to contact Anne for the purpose of receiving bank-specific information and guidance in response to questions related to bank compliance laws and regulations.

This Agreement is executed electronically between the financial institution (BANK), Anne Lolley (ANNE) and BMServices, Inc dba Bank Management Services (BMSERVICES).

1. WHEN SERVICE BEGINS. The right to services under this Agreement will begin the first calendar day of the calendar month after BMSERVICES receives both (i) BANK’S electronic acceptance of this Agreement and (ii) payment of the annual fee.

2. ANNUAL FEE. The fee for services under this Agreement is \$720.00 per calendar year, payable in advance.

3. AUTOMATIC RENEWAL. At the end of each one-year term, this Agreement will automatically renew for the same term and fee unless written notice is given by either party at least 30 calendar days prior to the end of the active term. BANK will be invoiced electronically for renewal terms of this agreement 30 calendar days prior to the end of the active term.

4. CONTACT EMPLOYEE. BANK’S electronic registration and acceptance of this Agreement will indicate the name and e-mail address of the bank employee authorized to receive ANNE’S e-mails and communications on behalf of BANK.

5. ELIGIBLE EMPLOYEES. Unless otherwise advised in writing, ANNE will assume every employee of BANK is permitted to ask compliance-related questions and receive resulting information and guidance.

6. SERVICES. Upon entering into this Agreement, BANK will receive the following services:

a. BANK will be given a special e-mail and telephone number with which to contact Anne with BANK-specific questions related to compliance laws and regulations.

b. After receiving BANK'S questions, ANNE will respond with answers, information and guidance specifically tailored to BANK needs.

c. BANK will receive e-mail updates, reminders and warnings of compliance issues and effective dates as appropriate.

From time to time, BANK will receive e-mailed "extras" such as compliance-related "cheat sheets," charts, reformatted and readable regulations, and references to informational material and websites as ANNE deems appropriate and helpful.

7. SOURCES OF INFORMATION. In providing BANK with information and guidance, ANNE will draw on: (i) Her practical experience in assisting bankers with compliance issues, (ii) her knowledge of compliance laws and regulations, (iii) her ability to read and interpret compliance laws, (iv) a wide network of regulatory contacts and (v) communication with the experienced consultants and auditors of Bank Management Services.

8. NOT THE PRACTICE OF LAW. Neither ANNE nor BMSERVICES is involved in any way in the practice of law. The responses, answers, information and guidelines provided under this Agreement cannot be considered legal advice or the practice of law.

9. AVAILABILITY. ANNE will be generally available to accept and respond to BANK questions during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday. BANK may also contact ANNE during non-business hours for compliance assistance, but availability during those non-business hours cannot be assumed.

10. RESPONSE TIME. While it is anticipated that most compliance questions can be addressed within one or two business days—and many can be answered immediately—some issues may require research and take more time. ANNE will make every attempt to provide BANK with an appropriate and correct response as promptly as possible, but otherwise makes no promises as to the timing of responses to BANK questions.

11. DETERMINATION OF FACTS. Upon receiving a question from BANK, ANNE will assume that the facts provided by BANK are accurate and her response will address the factual situation communicated by BANK. ANNE will not conduct an additional investigation into the facts presented and will rely entirely on BANK to provide accurate and correct facts.

12.SCOPE OF INFORMATION. The information-and-guidance services rendered under this Agreement will address federal and Kansas compliance-related laws and regulations.

13.CONFIDENTIALITY. Once BANK accepts this Agreement, a consultant/client relationship is created. Any and all communications between ANNE and BANK will be confidential and ANNE will not divulge any communication to any other person or entity without BANK'S express written permission, except as required by law.

14.RESPONSIBILITY FOR DECISIONS. BANK understands that it will have complete and full responsibility for any and all decisions based directly or indirectly upon the information and guidance rendered through this Agreement. BANK hereby agrees to take complete and full responsibility for its actions, and further agrees that it will not hold ANNE or MASTERSON liable for any citations, penalties, fees, damages, expenses, legal fees or any other costs related to BANK decisions, regardless of the information or guidance received under this Agreement.

15.RESPONSIBILITY FOR SEEKING LEGAL ADVICE. BANK acknowledges that neither ANNE nor BMSERVICES is licensed to practice law or render legal advice. BANK further acknowledges that it is responsible for seeking separate legal advice where warranted.

16.EMPLOYEE AUTHORIZATION. The person entering into this Agreement on behalf of BANK certifies that he or she is authorized to do so.

17.ACCEPTANCE OF AGREEMENT. BANK, through its authorized employee, has read, understands and agrees to be bound by the terms of this Agreement, and hereby accepts the terms of this Agreement, under which BANK'S employees will receive the "Ask Anne" information-and-guidance services, subject to these terms and conditions.