

## CREDIT MANAGER ADDENDUM

This Credit Manager Addendum (“Addendum”) supplements and is hereby made a part of that certain Master Agreement for Cash Management and Transaction Services (“Agreement”) between Customer and CoBank, ACB, a federally chartered instrumentality, as may be amended from time to time. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail.

### DEFINITIONS

“Authorized User” means those individuals identified by an Authorized Representative(s) through use of a designated permission document, as the same may be amended from time to time by an Authorized Representative(s), in a form acceptable to CoBank in its sole discretion. With respect to Services delivered via the CoBank Internet System, Authorized User(s) means those individuals identified through use of a CoLink® User Permissions Form, or similar document, in a form acceptable to CoBank. With respect to Telephone Banking Services, Authorized User(s) means those individuals identified through use of an executed Exhibit C attached hereto, as the same may be replaced and superseded from time to time.

“CoBank Internet System” means CoBank’s internet-based information delivery and transaction initiation system(s) as may be offered by CoBank (for example, CoLink® or other access platform).

“Service Documentation” means the forms, rules, procedures, terms and conditions, implementation guidelines and other documentation provided to Customer by CoBank relating to all services rendered pursuant to the Agreement and this Addendum or published through the CoBank Internet System and is used in the most comprehensive sense to include, without limitation, any Service Schedules, and ancillary documents related thereto, all as may be amended from time to time upon notice to Customer.

### ELECTRONIC BANKING SERVICES

Customer shall cooperate with CoBank, as CoBank may reasonably request, in conjunction with the performance of the Services. Customer acknowledges that access to Services shall be denied if invalid Authentication Devices are used or if the Authorized User exceeds the number of invalid attempts allowed by CoBank.

By accessing the CoLink® electronic banking portal in accordance with applicable Security Procedures, Authorized User(s) may perform transfers, payments, transactions, and other activities described in this Service Schedule, which may include, in CoBank’s sole and exclusive discretion, the following:

- a. **Information Reporting.** Information Reporting allows Authorized User(s) to review balances of Loan Account(s) and InvestLine Account(s) and, if applicable, Invesco Account(s) and related transaction activity.
- b. **Loan Maturity Reporting.** Loan Maturity Reporting enables Authorized User(s) to create a report of maturity dates associated with Loan Account(s).
- c. **Online Statements.** Online Statements enables a Customer’s Authorized User(s) to review an electronic PDF format copy of Customer’s Account statement(s) within CoLink®.
- d. **Investments.** Authorized User(s) may view current interest rate quotes for new overnight and fixed-maturity date investments involving Customer’s InvestLine Account(s) and, if applicable, Invesco Account(s). Authorized User(s) must use CoBank’s telephone banking services in order to initiate fixed-maturity date investments. Interest rate information for new InvestLine Account investments is published daily on CoLink® and may also be accessed by contacting CoBank Customer Service. In the event of an inconsistency between interest rate information published on CoLink® and interest rates quoted by CoBank Customer Services, rates quoted by CoBank Customer Service shall control.
- e. **Book Transfers.** The Book Transfers function of CoLink® allows Authorized User(s) having delegated authority to make intra-bank fund transfers between Customer’s Loan Account(s) and/or InvestLine Account(s). The cut-off time for same Business Day processing is 4:00 p.m. MT.
- f. **Intra-CoBank Transfers.** Authorized User(s) having delegated authority may transfer funds to another CoBank customer by issuing a book transfer. The cut-off time for same Business Day processing is 4:00 p.m. MT.
- g. **Fixed Rate Quotes and Locks.** If authorized by CoBank, Authorized User(s) having delegated authority may view current fixed interest rate pricing quotes for Customer’s existing loan(s). Those Authorized User(s) may (i) view current fixed rate pricing quotes for Customer’s existing loan(s) and (ii) submit transactions using CoLink® to convert interest rates charged on variable rate loan balances to fixed interest rates in accordance with CoBank’s quotes on such loan balance(s), in such increments, and in accordance with applicable agreements between the parties. All quotes are subject to change at any time and for any reason and are final only when the fixed interest rate conversion is processed. In the event a fixed rate interest conversion is processed in error by CoBank, CoBank reserves the right to adjust the fix without the consent of the Customer. The current Business Day

cutoff for fixed interest rate conversions having a duration less than 365 days is 4:00 p.m. Mountain Time. The current Business Day cutoff for fixed interest rate conversions having a duration equal to or greater than 365 days is 1:45 p.m. Mountain Time.

- h. **Posting Instructions for Incoming Wire Transfers.** Authorized User(s) having delegated authority may provide instructions to CoBank for processing an incoming wire transfer and designate to which Account(s) the proceeds should be posted.
- i. **Origination of Outgoing Wire Transfers.** Authorized User(s) may electronically initiate and/or approve outgoing wire transfer instructions in accordance with the terms and conditions of Service Schedule 3.1 to the Agreement. CoBank is authorized to accept and/or execute Wire Transfer instructions issued by Customer or Authorized User(s). Customer may establish dollar limits for Authorized Users' Wire Transfer requests originated via CoLink®. Such limits, if any, shall be designated on the applicable CoLink® User Permissions Form.

The following is a schedule of CoBank's standard fees associated with the Services:

Non-CoLink® Transactions

Incoming wire transfer (USD)	\$15.00
Outgoing wire transfer (USD)	\$33.00

CoLink® Transactions

Outgoing wire transfer (USD)	\$16.00
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If a software sublicense is required for Customer to access the Services ("Software Sublicense"), CoBank shall make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer shall be required to accept the Software Sublicense before being allowed to access the Service. CoBank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, if Customer fails to comply with the Software Sublicense. This paragraph shall survive termination of the Services.

Customer acknowledges and agrees that Services may be unavailable when the CoBank Internet System requires maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telecommunications service, communication service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond CoBank's control or other conditions or circumstances not wholly controlled by CoBank.

## SOFTWARE AND EQUIPMENT

In order to use the Electronic Banking Services, Customer shall use its own computer with Internet connection capability, related equipment described herein ("Hardware") and software with specifications and guidelines which are available from CoBank upon request. Customer retains full responsibility for selecting, acquiring, installing and maintaining the telecommunication links, computer equipment, computer software, Hardware, and related equipment needed to access CoBank Internet System, all at Customer's sole expense. CoBank is not responsible for any errors or failures caused by any defects in or malfunction of the Hardware or any virus or related problems that may be associated with access to or use of the Services or its Hardware, including but not limited to, programs commonly referred to as "malware," "keystroke loggers" and "spyware." Customer shall be solely responsible for operation, installation and maintenance of any Hardware or software and for all related costs. CoBank may modify or replace software programs used in conjunction with providing the Services under the Agreement or any Service Schedule in its sole discretion and without notice, if necessary.

CoBank may supply Customer with certain software owned by or licensed to CoBank to be used by Customer in connection with the Services. Customer agrees that all such software is and shall remain the sole property of CoBank and/or the vendor of such software. Customer shall comply with all of the terms and conditions of all such license agreements and other documents to which Customer agrees to be bound.

Customer shall indemnify, defend and hold harmless CoBank and its successors and assigns, from and against any loss, damage or other claim or liability (including reasonable attorney's fees, administrative fees and court costs) attributable to Customer's unauthorized distribution or disclosure of any software provided with the Services or any other breach by Customer of any software license. The provisions of this paragraph shall survive termination of the Agreement.

Customer further acknowledges that CoBank reserve the right to reject Customer's request to access or use the Services for any reason and in CoBank's sole discretion. CoBank may, in its sole and exclusive discretion, introduce new features of the Services from time to time. CoBank is not required to notify Customer of the availability of any such new features.

## SECURITY PROCEDURES, GENERALLY

CoBank shall be entitled to rely on any Authorized User permission forms provided to CoBank by Customer until revoked or modified by Customer in writing. Customer shall recover and return to CoBank any Authentication Devices in the possession of any Authorized User(s) whose authority to have the Authentication Device has been revoked.

CoBank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or cancel or replace any Authentication Device(s), as it relates to any individual Service at any time in its sole discretion. CoBank shall endeavor to give Customer reasonable notice of any change; however, CoBank may make a change in a particular Security Procedure without advance notice to Customer, if in its judgment and discretion, it believes such change is necessary or desirable to protect the security of the CoBank Internet

System or assets of CoBank or Customer. Customer's use of any changed Security Procedure after any such change shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedure, as changed, is commercially reasonable and adequate for the purposes intended.

COBANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF AUTHENTICATION DEVICES, CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE AUTHENTICATION DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR AUTHENTICATION DEVICES TO ANYONE.

Customer is responsible to protect itself and to be vigilant against email fraud and other Internet frauds and schemes. Customer shall educate its employees and agents as to the risks of fraud and how to avoid such frauds. Customer shall establish Customer's own internal security procedures for employees that Customer authorizes to use the Services, and establish all necessary firewalls and security systems to protect Customer's internal software programs, systems and related equipment and all other actions to prevent all unauthorized use by other employees or persons. In the event Customer receives email or other electronic communication that Customer believes or has reason to believe is fraudulent, Customer agrees that neither Customer nor its agents or employees shall respond to the email, click on any links, provide any information to the email sender, or otherwise comply with any of the instructions in the email. **Customer agrees that CoBank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, email or Internet fraud.**

#### FOR INQUIRIES AND TRANSACTIONS INITIATED USING COLINK®

As to CoLink®, Customer acknowledges that, in addition to a unique individual User Name access to CoLink® includes, as part of the Authentication Device(s), a multi-factor authentication security procedure for Customer, through Customer's Authorized Users. The additional security procedure incorporates the use of a physical Authentication Device(s) or token ("Token") for Customer authentication. A Token may be issued to each Authorized User to initiate and/or approve transactions. Physical security of each Token is Customer's sole responsibility. With use of the Token, each Authorized User will initially be issued a Token in a pre-authorization mode; the Authorized User shall select a PIN that the Authorized User shall keep in a secure place. The selected PIN, in addition to a unique individual User Name, shall be used for authentication during subsequent sessions. When an Authorized User leaves Customer's employ or Customer decides an individual shall not be an Authorized User, Customer must promptly notify CoBank to deactivate his or her User Name and, if a Token had been issued to such Authorized User, CoBank must be promptly notified in writing by an Authorized Representative so that CoBank may deactivate such Authorized User's Token. Any additional Authorized User(s) requiring a Token must be authorized, in writing by Customer's Authorized Representative to CoBank, for Token creation or re-creation and deployment. CoBank reserves the right to assess fees for Tokens. Customer shall recover and return to CoBank any Authentication Devices in the possession of any Authorized User(s) whose authority to have the Authentication Device has been revoked.

As to CoLink®, Customer understands and agrees that when it uses Security Procedures, CoBank may collect, maintain and store such information to assist in verifying identity and/or location of an Authorized User which may include: IP address; User Name or identification; screen resolution; time and date of inquiry, transfer, payment and/or transaction; time zone; device type; time spent; pages visited; browser type; cookies; flash objects and primary language conferred on computer ("Other Information"). Other Information collected from other means may include the following:

- a. **Browser.** CoBank collect device type, screen resolution and browser type and version;
- b. **Cookies.** Cookies are a small amount of text sent from a website to a visitor's computer while using a website. CoBank collect information such as browser type, time spent, pages visited and language preferences through the use of cookies; and
- c. **Flash Objects.** CoBank may use flash objects for online authentication so CoBank can recognize Customer and its device during an inquiry, transfer, payment and/or transaction. CoBank collects information such as browser type through flash objects.

As to CoLink®, in addition to authenticating the Authorized User's identity as set forth above, CoBank may utilize Other Information to challenge an Authorized User when its login is deemed high risk ("Enhanced Log-In Security"). Furthermore, additional information regarding each Authorized User's computer and method of website access will be collected and validated automatically with the set-up process. An electronic access identity will be created for each Authorized User by combining a number of key identification points, such as IP address, Internet service provider, PC and browser settings, time of day and geographic location. These access identities are used by CoBank to authenticate Authorized Users. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to that access identity. If Authorized User completes the challenge process successfully, then Authorized User may commence and/or continue its session. If, however, the Authorized User does not complete the challenge process, then Authorized User will receive an error message or be blocked from using CoLink® and required to contact CoBank.

Customer further acknowledges and agrees that all wire transfer transactions initiated through the Services utilize the Security Procedure as set forth this Section and must additionally employ Dual Control. With this additional security feature, one Authorized User will be permitted to create, edit, cancel, delete or restore wire transfer templates, or Freeform Wire Transfer orders under his/her unique User Name, Token, and PIN; a second *different* Authorized User with his/her own unique User Name, Token, and PIN will be required to approve, release or delete wire transfer templates or Freeform Wire Transfer orders.

## **CUSTOMER OBLIGATIONS IN UTILIZATION OF THE SERVICES**

Customer shall be responsible for the accuracy and completeness of all data and instructions entered or given by Customer or any other person using Customer's systems, equipment, Hardware, software, user name, passwords, or the like or Authentication Devices. Customer acknowledges that financial information accessible through the CoBank Internet System, or otherwise provided by CoBank in connection with the Services, may not be accurate on occasion, due to the timing and posting of debits, credits, adjustments and/or fees which may or may not be reflected in Customer's Account balances accessible through the Services. Therefore, the accuracy, completeness, timeliness or correct sequences of account information is not guaranteed by CoBank. Customer acknowledges there may be delays, omissions or inaccuracy in such transmitted information. Customer agrees that CoBank shall not have liability, contingent or otherwise, for the accuracy, completeness, timeliness or correct sequencing of information, or for any decision made or action taken by Customer in reliance upon the information transmitted, or for interruption of any data, information or other aspect of the CoBank Internet System.

Customer shall immediately notify CoBank, in accordance with notification procedures prescribed by CoBank, if Customer becomes aware of any of the following and fully assumes any risks for its failure to do so:

- a. any loss or theft of Customer's Hardware and computers used to access the CoBank Internet System;
- b. any unauthorized use of computers used to access the CoBank Internet System and/or of the Services;
- c. any failure by CoBank to act on appropriate instructions received from Customer in connection with the Services, which instructions or requests have been received and/or transmitted through the CoBank Internet System; or
- d. any change or deletion of any of Customer's Authorized User(s) or authorized uses of the Services and/or the CoBank Internet System.

## **PHYSICAL AND ELECTRONIC SECURITY**

Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. CoBank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may impact or impair use of an online system or any wire transfer origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and CoBank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. CoBank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against email fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate Authorized User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. In the event Customer receives an email or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized User(s), agents, and employees shall respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. Customer agrees that CoBank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, email, or Internet fraud.

**CUSTOMER UNDERSTANDS AND AGREES THAT IF CUSTOMER-OWNED COMPUTERS OR SYSTEMS BECOME INFECTED WITH MALWARE, AND AS A RESULT UNAUTHORIZED TRANSACTIONS ARE PROCESSED PURSUANT TO THE SECURITY PROCEDURES, THE TRANSACTIONS ARE EFFECTIVE AGAINST CUSTOMER AND CUSTOMER IS LIABLE TO COBANK FOR THE AMOUNT OF THE TRANSACTION.**

## **COOPERATION IN LOSS RECOVERY EFFORTS**

In the event of a breach of a Security Procedure, Customer agrees to assist CoBank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing CoBank or its agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to CoBank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist CoBank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by CoBank. Customer acknowledges and agrees it will be responsible for any and all forensic expenses incurred in connection with an investigation into the manner and source of a breach of the Security Procedures.

## CUSTOMER'S DUTY TO MONITOR ACCOUNTS AND TRANSACTION ACTIVITY

Notwithstanding other provisions contained in Section 8 of the Agreement, at all times during the term thereof, Customer shall monitor its Deposit Account(s), Loan Account(s), InvestLine Account(s), and Invesco Account(s) transactions and balances on a daily basis.

## NOTICES

CoBank may change any of the Services and this Addendum (including any amendments hereto) in accordance with the terms and conditions of the Agreement.

Customer authorizes CoBank to, and Customer agrees that CoBank may, send any notice or communication that CoBank is required or permitted to give to Customer under the Agreement, including but not limited to notice of any change to the Services, the Agreement, Service Schedule(s) and this Addendum and all as may be modified from time to time, to Customer's business mailing address or Customer's business email address as it appears on CoBank's records, or electronically by posting the notice on CoBank's website and/or the CoBank Internet System, or on an Account statement, and that any such notice or communication shall be effective and deemed delivered when provided to Customer in such a manner. Customer shall notify CoBank promptly of any change in Customer's business mailing or Customer's business email address and acknowledges and agrees that no such change shall be effective until CoBank has had a reasonable opportunity to act upon such notice.

Customer may use email to contact CoBank about inquiries, maintenance and/or some basic issues. Email is not a secure method of communication. Further, CoBank recommends Customer does not send confidential personal or financial information by email. CoBank will not immediately receive an email that Customer sends. Therefore, Customer should not rely on email if Customer needs to communicate to CoBank immediately. CoBank may provide access to information, products or services offered on other third party web sites. CoBank is not responsible for, nor does it control, the content, products, or services provided by linked sites. CoBank does not endorse or guarantee the products, services, information, or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than CoBank and have a privacy policy different than that of CoBank. Customer's access, use and reliance upon such content, products or services is at Customer's own risk.

Notices, if any, required by the Agreement and this Addendum shall be provided in accordance with the terms and conditions of the Agreement. All authorizations for the Service shall continue until CoBank receives written notice that such authorization is revoked and CoBank has a reasonable opportunity to act on said notice.

### CUSTOMER:

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
City, State

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

Title: \_\_\_\_\_

CIF: \_\_\_\_\_

Dated: \_\_\_\_\_

### CoBank, ACB:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Internal Use Only:** Signature(s) verified by: \_\_\_\_\_

Initials: \_\_\_\_\_

Date: \_\_\_\_\_