

Electronic Statement Agreement and Disclosure

This Agreement governs the receipt of your periodic account statements for those accounts that you designate ("Designated Accounts") through Farmers & Merchants Bank of Kendall Internet Banking. In addition, you may receive disclosures and notices on your designated accounts through the same web-based electronic service instead of by regular mail. Consent to electronic statements and disclosures may include, but is not limited to the following:

- * Internet Banking Agreement and any amendments thereto
- * Monthly account statements
- * Deposit account disclosures
- * Lending disclosures
- * Privacy Statement
- * Change-In-Terms Notices
- * Notice of fee changes
- * Fee Schedules
- * Other written notices required by law

The delivery of periodic account statements and disclosures electronically is referred to as the "eStatements service."

This agreement is in addition to all other agreements you may have with Farmers & Merchants Bank of Kendall, including, but not limited to the Deposit Account Rules, Electronic Fund Transfers Disclosure, and Internet Banking Agreement.

Enrolling For eStatements

You may enroll for eStatements electronically once you are enrolled for Internet Banking and have a valid User ID and Password.

Delivery of eStatements

Each account cycle, you will receive an email, at the email address designated by you through Farmers & Merchants Bank of Kendall Internet Banking, notifying you that the periodic electronic statements ("eStatements") for your designated accounts are available. These emails will be the only notice you receive of the availability of your eStatements online. Viewing your eStatements will require a valid User ID and password for Farmers & Merchants Bank of Kendall Internet Banking. Access to your eStatements will be provided for a period of at least twenty-four (24) months from the date of each eStatement. You may make a copy of an eStatement for your records by printing it to an attached printer or downloading it to a storage device.

By enrolling in eStatements in Internet Banking, you will no longer receive paper statements for your designated accounts by U.S. mail. Your eStatement will contain your statement and images under the DOCUMENTS tab once an account has been chosen. Internet Banking has the capability to retain a minimum of 18 months of history. For new customers, 270 days of history will initially display upon sign up and will store at least 18 months of history. Any email you receive at your primary email address notifying you of the availability of an eStatement is referred to as a "Notice email."

You have the right to request a paper copy of an electronic record but fees may apply.

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Notice email to one owner of a joint owner designated account is considered notice to all owners. Notice emails will be considered sufficient notice regardless of whether you actually access the Notice email or the eStatements or disclosures through Internet Banking.

Hardware/Software Requirements

To use the eStatements Service, you need to have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:

- * Internet Access.
- * A computer and Internet browser that can support 128-bit encryption.
- * For security purposes, you should use the most current version of Google Chrome, Microsoft Edge, Mozilla Firefox or Safari for MAC systems. The most current browser versions are typically more secure and will support 128-bit encryption.
- * Sufficient hard-drive space or other media (e.g. CDs, Thumb Drives) if you plan to save disclosures in an electronic format.
- * A current version of Adobe Acrobat Reader, Adobe Acrobat Viewer or similar software will be required to view and print PDF files. You may download the most current version of the software identified above by going to www.adobe.com
- * A valid email account with an internet service provider and email software.

NOTE: Internet Banking services are not compatible with mobile devices and are not guaranteed to work.

It is your responsibility to keep your email address updated through Internet Banking or contact the Bank if you need to change your email address. If a Notice email is returned undeliverable, the Bank may at its discretion discontinue your eStatements service and begin sending your periodic statements to you in paper form at the last postal address shown on our records. Fees may be imposed for paper statements.

You must maintain your e-mail address and access to the Internet. You agree to maintain access at all times to a personal computer with the capacity sufficient to receive Notice emails, view your eStatements, and to either download or print your eStatements. If additional software becomes necessary to do any of these acts you agree to obtain such software at your expense or to discontinue the service.

Termination of eStatements

For Internet Banking, you or any joint owner of a designated account have the right to terminate the eStatements service at any time by contacting the bank. Termination of the eStatements service will automatically occur upon the first of the following events to happen:

- *You contact the bank to terminate
- *You close all of your designated accounts

Once the eStatement service has been terminated you will begin to receive paper statements within 30 days of termination. If you terminate your eStatement service shortly before your next scheduled statement cycle, you may need to contact the Bank to receive a copy of your statement if we have not had sufficient time to change your method of delivery to paper statements.

We may also terminate the eStatements service for any or all designated accounts at our discretion. Upon termination of the eStatements service for any reason other than the closing

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of all of your designated accounts, paper statements will be immediately resumed and fees may be imposed. The termination of the eStatements service in no way affects the validity or legal effect of all eStatements which have been previously delivered electronically under this eStatement service.

Delivery Failure

We will use our best efforts to deliver your eStatements in a timely manner as required by law. We will have no liability if we are unable to deliver them due to, but not limited to, the following circumstances:

- * Your use of mobile devices to access accounts.
- * Messages sent by us to the email address you have designated in Internet Banking are not delivered to your email inbox for whatever reason.

Disclaimer of Warranty and Limitation of Liability

Farmers and Merchants Bank of Kendall shall not be liable for any deficiency in performance caused in whole or in part by the act or omission of an underlying carrier or service provider, equipment or facility failure, network problems, interference, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond our control. Even if the Bank has been advised of the possibility of damages, they will not be liable to you or any of your employees, agents, customers or any third parties for any damages arising from use of the eStatement service, including but not limited to, punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of the eStatement service, lost profits, loss of business, loss of data, loss due to unauthorized access or due to viruses or other harmful components, cost of replacement products and services, the inability to use the eStatement service, the content of any data transmission, communication or message transmitted to or received by your device, access to the world wide web, the interception or loss of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transactions entered into through the eStatement service.

Review of eStatements

Your use of this eStatement service does not in any way alter your obligation to promptly review your eStatements and to notify us of any error, alteration, or other irregularity. All provisions as set forth in the Deposit Account Rules shall continue to apply. Your eStatements will be considered delivered on the date that the Notice email is sent to the email address you have designated, whether you actually receive the Notice email or not.

Responsibility for User ID and Password

It is your responsibility to maintain control and safeguard your User ID and Password for Farmers & Merchants Bank of Kendall Internet Banking under the Internet Banking Agreement. In addition, it is your responsibility to maintain and safeguard the email account that you designate to receive eStatement notifications.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatement for each of your designated accounts as soon as you receive the Notice email. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the Internet is inherently insecure and that all data

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transfers occur openly on the Internet and potentially can be monitored and read by others. You agree to indemnify, defend, and hold harmless Bank and its successors, assigns, affiliates, officers, employees, directors and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expense, including, without limitation, all fees and expenses of Bank based upon, arising out of, or related in any way to your failure to protect your confidential information.

Fee Schedule

Farmers and Merchants Bank of Kendall offers the benefits and convenience of eStatements to you free of charge.

Amendments

We may change any term of the Agreement at any time. We will provide notice to you as required by law or regulation. If you contact the bank to discontinue eStatement delivery, you will revert back to paper statements. Fees may apply. We may not provide prior notice to you if the change is being made to ensure the security of the eStatement service; however, we will provide such notice as soon as reasonably possible after such change.

Governing Law

This Agreement is entered in the state of Wisconsin and shall be governed by the laws of the state of Wisconsin. Neither party may assign or transfer any of its rights or obligations under this Agreement, but the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank, whether by merger, consolidation or otherwise.

Effective Date

The effective date of amendments to this agreement will be indicated in the upper left-hand corner of this disclosure.