

ACCESS BANKING AGREEMENT

LOS ALAMOS NATIONAL BANK® (“LANB” or “we”) and the undersigned CUSTOMER (“CUSTOMER” or “you”) hereby mutually agree to be bound by the terms and conditions set forth in this ACCESS BANKING AGREEMENT (“AGREEMENT”) for the purpose of conducting business over the Internet using LANB’s ACCESS BANKING service. The terms and conditions in this AGREEMENT are in addition to the terms and conditions that may now or in the future apply to any of CUSTOMER’s bank accounts, credit extensions or other services. In the event there is a conflict between this AGREEMENT and other agreements in existence for CUSTOMER’s accounts and services, then the other agreements shall determine the contractual relationship between LANB® and CUSTOMER, however, this AGREEMENT shall govern with respect to the use of ACCESS BANKING or Internet banking services.

SECURITY

The safety of your accounts and personal information is important to us. In order to protect this valuable information and to comply with federal and state laws, we have implemented the following security provisions and requirements in connection to our ACCESS BANKING program.

ACCESS CODES

CUSTOMER’s ACCESS BANKING “USER ID”, “PASSWORD” and “SECURITY PHRASE” are codes required to gain access to CUSTOMER’s accounts and conduct transactions using ACCESS BANKING. We refer to these codes collectively as ACCESS CODES.

Your USER ID will be required at every login to identify you. Upon submitting your USER ID, ACCESS BANKING will display the last three (3) login dates and times recorded for your ACCESS BANKING account and ask you to enter your PASSWORD. If you believe a login date or time to be invalid, do not enter your PASSWORD and contact LANB immediately. If you believe the login dates and times are valid, you will then enter your PASSWORD to connect to the ACCESS BANKING program. LANB also requires the establishment of a SECURITY PHRASE as an additional verification method for accessing, completing certain transactions made through ACCESS BANKING or making certain changes your ACCESS BANKING account. The ACCESS BANKING program will prompt you when this additional layer of verification is necessary.

If you forget your ACCESS CODES, you must contact LANB at (505) 661-2211 or (505) 662-5171 or 1-800-525-9634 to have a new temporary USER ID or PASSWORD issued or your account reset.

SECURITY TOKENS

In lieu of a SECURITY PHRASE, you may request the issuance of a SECURITY TOKEN. SECURITY TOKENS are electronic fobs which generate a one-time password, valid for approximately thirty (30) seconds, which must be entered in addition to your existing USER ID and PASSWORD. LANB may require your use of a SECURITY TOKEN at its sole discretion. SECURITY TOKEN will be provided at no cost; however, a replacement charge of \$20.00 will be assessed for any lost, stolen or destroyed SECURITY TOKEN. If you use a SECURITY TOKEN, you will not need a SECURITY PHRASE. If your SECURITY TOKEN is lost or stolen you must notify LANB immediately. Your failure to do so will void any No Loss Guarantee by LANB as to any unauthorized transactions conducted with a lost or stolen SECURITY TOKEN.

MULTIPLE PERSON ACCESS

If CUSTOMER wishes for multiple individuals to have access to his or her accounts, separate ACCESS CODES must be obtained for each person needing access to CUSTOMER's accounts. Persons to whom CUSTOMER does disclose CUSTOMER's ACCESS CODES will have full access to CUSTOMER's accounts under that individual's USER ID, SECURITY PHRASE and PASSWORD regardless of any measures you may take to limit such access. CUSTOMER agrees that such disclosure constitutes CUSTOMER's consent for such persons to conduct business with LANB on CUSTOMER's behalf using the ACCESS BANKING service and will void any No Loss Guarantee by LANB as to the transactions conducted by such other persons.

CONTACT INFORMATION AND ACTIVITY CONFIRMATIONS

ACCESS BANKING will display the e-mail address on record and will permit you to establish an e-mail address. This will be used by LANB to send confirmations of activity occurring on your Access Banking account as a further means of detecting any unauthorized activity. Please note, LANB will never include a hyperlink to its website in e-mails sent to you. Do NOT provide any information regarding yourself or your accounts on any "website" connected to through a hyperlink contained within an e-mail purporting to be from LANB. Such a hyperlink may be a Spoofed website. Please report any such e-mail to LANB immediately.

ACCESS BANKING SECURITY LOCKOUTS

The ACCESS BANKING program may invoke a SECURITY LOCKOUT under which you may not be permitted to access your ACCESS BANKING account. Such SECURITY LOCKOUTS are based on incorrect ACCESS CODE submissions, analytic discrepancies or high-risk transactions without sufficient verification. In the event such a SECURITY LOCKOUT is triggered, your ACCESS BANKING session will be terminated and you will not be able to access your account for one (1) hour. Multiple SECURITY LOCKOUTS may result in a permanent SECURITY LOCKOUT until you have contacted LANB directly.

For security reasons, LANB strongly recommends that each person with ACCESS CODES never disclose his or her ACCESS CODES to any other person and to protect your SECURITY TOKEN. Under no circumstances should CUSTOMER disclose CUSTOMER's PASSWORD or SECURITY PHRASE to any LANB employee or respond to any such request, even if such person claims to represent LANB. You will never be required to reveal your PASSWORD or SECURITY PHRASE to any representative or agent of Los Alamos National Bank.

If you know of or suspect any unauthorized access to your account(s) or any other breach of security, notify LANB immediately at the phone number listed above or at the address listed in the NOTICE AND COMMUNICATIONS section herein.

CONDITIONAL NO LOSS GUARANTEE

LANB guarantees that CUSTOMER will not incur a loss of funds due to any unauthorized access of CUSTOMER's accounts via ACCESS BANKING under the following conditions:

1. CUSTOMER shall notify LANB within two (2) business days of discovering the unauthorized use of CUSTOMER's accounts. Upon notification, LANB will provide provisional reimbursement within ten (10) days. CUSTOMER will cooperate fully with LANB's investigation to determine whether unauthorized access occurred and caused the loss of funds. Failure to cooperate will void any guarantee as to the transaction(s) at issue.
2. Upon concluding that the access was unauthorized and determining that CUSTOMER's ACCESS CODES were not compromised by any action or omission of CUSTOMER, the provisional credit will be made permanent.

3. Should CUSTOMER fail to notify LANB within two (2) business days of discovering unauthorized use of CUSTOMER's accounts and LANB can show that it could have prevented further unauthorized use had it been notified, CUSTOMER may lose a maximum of \$500.00. Any losses over \$500.00 will be covered by LANB if reported within sixty (60) days of CUSTOMER's receipt of periodic statements, as required below.
4. If CUSTOMER does not report unauthorized transactions that appear on any of CUSTOMER's periodic statements within sixty (60) days after such statements are made available to CUSTOMER and LANB can show that it could have prevented the unauthorized use, had it been notified within this sixty (60) day period, CUSTOMER risks unlimited losses on transactions made after passage of the sixty (60) day period.
5. If CUSTOMER believes CUSTOMER's ACCESS CODES have been lost or stolen or that someone has transferred or may transfer money from CUSTOMER's account(s) without CUSTOMER's permission, CUSTOMER must contact the LANB within two (2) business days.

For more information regarding your rights and responsibilities with regard to this guarantee, please refer to the account information and disclosures that you received when you opened your account or contact an account services representative.

FEES

The ACCESS BANKING service is provided at no charge, however, certain services may be provided at a charge. LANB reserves the right to impose fees for the use of ACCESS BANKING and/or specific ACCESS BANKING services at its discretion. LANB will notify CUSTOMER at least thirty (30) days in advance of any changes in any fees associated with ACCESS BANKING services, pursuant to the NOTICE AND COMMUNICATIONS section herein. No fees will be charged if CUSTOMER notifies LANB of CUSTOMER's desire to terminate use of the ACCESS BANKING service within the thirty (30) day period. This AGREEMENT has no effect on existing fees and charges applicable to LANB's other products and services, regardless of whether such services are accessible through ACCESS BANKING. If you request and are issued an optional SECURITY TOKEN, a charge of \$20.00 per SECURITY TOKEN will be assessed for any subsequent replacements. There is no charge for the initial SECURITY TOKEN or the use of any SECURITY TOKEN.

CUSTOMER RESPONSIBILITY

CUSTOMER is responsible for all transactions CUSTOMER authorizes or executes using ACCESS BANKING, including any transactions CUSTOMER unintentionally or inadvertently authorizes or executes and any losses, charges or penalties that result. If you permit other persons to use ACCESS BANKING with your ACCESS CODES, you are responsible for any transactions they authorize or initiate with your accounts.

CUSTOMER agrees to keep on deposit sufficient funds or available credit to underwrite any and all transfers, disbursements and/or Payments which CUSTOMER authorizes or initiates, including, but not limited to, in-bank TRANSFERS, ACH TRANSFERS, ACH BILLINGS, BILL PAYMENTS, TAX PAYMENTS, WIRE TRANSFERS and any other disbursements, payments or transfers of funds. CUSTOMER agrees that LANB is under no obligation to consummate any payment, disbursement or transfer for which sufficient collected funds or available credit are not available in the designated accounts at the designated times of execution. LANB may refuse to make a payment, disbursement or transfer when CUSTOMER has insufficient funds or available credit, or LANB may make the payment, disbursement or transfer and overdraw your account. You are responsible for

any NSF (insufficient funds) charges, overdraft charges, late charges, finance charges or other consequences. CUSTOMER agrees to fully reimburse LANB upon demand for any such transactions consummated by the LANB which result, directly or indirectly, in an overdraft or over-line account condition.

Nothing in this AGREEMENT constitutes a commitment of LANB or obligates LANB to extend credit, nor shall any course of dealing between CUSTOMER and LANB be deemed to be, or constitute, any such commitment or obligation.

CUSTOMER assumes all responsibility for the validity of any and all account numbers, bank numbers, names, addresses, and other identifiers used to route any disbursements, payments and transfers and CUSTOMER authorizes LANB to rely and act upon the identifiers you provide.

CUSTOMER agrees that all transfers to third parties, including, but not limited to, WIRE TRANSFERS, BILL PAYMENTS, ACH TRANSFERS, ACH PAYMENTS, DIRECT DEPOSIT PAYROLL ORIGINATIONS, in-bank TRANSFERS and any other transfers, payments or disbursements to third parties are final and irrevocable when executed and CUSTOMER agrees to hold LANB harmless for any loss, delay, damages, or other financial obligations resulting from third party involvement in processing such transactions. CUSTOMER cannot recover on any ACH TRANSFER, WIRE TRANSFER, TAX PAYMENT or other transactions in which funds are sent to third parties once completed, except as otherwise stated in the CONDITIONAL NO LOSS GUARANTEE Section herein.

RESTRICTIONS ON USE

LANB reserves the right to restrict use of ACCESS BANKING by any CUSTOMER at any time, at its sole discretion. LANB will not execute any transaction prohibited by law or applicable rules and regulations. LANB shall bear no liability for any act, omission or delay arising from any legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond LANB's control.

TERMS OF USE FOR ACCESS BANKING FEATURES

BILL PAYMENTS

All BILL PAYMENT transactions in ACCESS BANKING are processed using information provided by CUSTOMER. The accuracy of this information and scheduling of payments are the CUSTOMER's responsibility. LANB will remit funds on CUSTOMER's behalf to the designated payee prior to the specified PAYMENT DATE and charge the designated CUSTOMER's account on the specified PAYMENT DATE. BILL PAYMENTS must be received by LANB six (6) days prior to the specified PAYMENT DATE. ACCESS BANKING BILL PAYMENTS may be affected by remitting funds electronically or by sending checks through the U.S. Mail. Since CUSTOMER is responsible for specifying the PAYMENT DATE and complete mailing address of such BILL PAYMENTS, LANB accepts no responsibility for late payments or for payments lost or delayed in the mail or delivered to the wrong address. LANB mails BILL PAYMENTS five (5) days prior to the due date you specify to the address you specify. If this is not sufficient time to avoid late payment, you are responsible for specifying an earlier due date to compensate for delays.

LANB shall not be obligated to make any such payment unless CUSTOMER has sufficient funds, including Additional Balance Club (ABC) Account credit availability, to pay the bill on the PAYMENT DATE. LANB may refuse to make a payment or transfer or LANB may make the transfer or payment and overdraw your account. You are responsible for any NSF charges, overdraft charges, late charges, finance charges or other consequences arising from payments

processed through ACCESS BANKING. BILL PAYMENTS may be cancelled until cleared by Payee. To cancel a BILL PAYMENT, CUSTOMER may modify the BILL PAYMENT or issue a STOP PAYMENT by contacting an account services representative at one of our offices or by calling (505) 662-5171. STOP PAYMENT fees may apply in accordance with the FEES Section herein and the applicable Deposit Agreements. You must have a LANB checking account to use our BILL PAYMENT service.

AUTOMATED CLEARING HOUSE (ACH) TRANSFERS

AUTOMATED CLEARING HOUSE (ACH) TRANSFERS authorized using ACCESS BANKING are processed using information provided by CUSTOMER. The accuracy of this information and scheduling of ACH TRANSFERS are the CUSTOMER's responsibility. LANB will remit funds on CUSTOMER's behalf to the designated account on the specified TRANSFER DATE. ACH TRANSFERS must be received by 1:30 p.m. Mountain Time on the day prior to the TRANSFER DATE. Any applicable ACH TRANSFER charges will be charged to the designated CUSTOMER's account on the specified TRANSFER DATE. LANB shall not be obligated to make any such payment unless CUSTOMER has sufficient funds, including "ABC Account" credit availability, to pay the bill on the Payment Date. You are responsible for any NSF charges, overdraft charges, late charges, finance charges or other consequences arising from ACH TRANSFERS processed through ACCESS BANKING. **CUSTOMER agrees that all ACH TRANSFERS to third parties are final and irrevocable when executed and CUSTOMER agrees to hold LANB harmless for any loss, delay, damages, or other financial obligations in any way associated with the ACH TRANSFER unless directly arising from negligence by LANB.**

WIRE TRANSFERS

WIRE TRANSFERS authorized using ACCESS BANKING are processed using information provided by CUSTOMER. The accuracy of this information and scheduling of WIRE TRANSFERS are the CUSTOMER's responsibility. LANB will wire funds on CUSTOMER's behalf to the designated destination on the date received if received no later than 1:00 p.m. Mountain Time and the next business day on any WIRE TRANSFER received after 1:00 p.m. Mountain Time, unless otherwise scheduled. LANB will charge the designated CUSTOMER's account on the date the WIRE TRANSFER is sent. WIRE TRANSFER fees will also be charged to the designated CUSTOMER's Account upon completion of the WIRE TRANSFER. LANB does not guarantee the WIRE TRANSFER will be executed unless required verification of submission is received, the sufficiency of which is determined at the sole discretion of LANB. LANB shall not be obligated to make any WIRE TRANSFER unless CUSTOMER has sufficient funds, including "ABC Account" credit availability, on the PAYMENT DATE. You are responsible for any NSF charges, overdraft charges, late charges, finance charges or other consequences arising from payments processed through ACCESS BANKING. By setting up a WIRE TRANSFER through ACCESS BANKING, you authorize LANB to execute the WIRE TRANSFER order provided sufficient funds are available on the TRANSFER DATE. **You also agree that once the WIRE TRANSFER is sent, the WIRE TRANSFER is irrevocable and that LANB's sole obligation is the exercise of ordinary care in executing the WIRE TRANSFER ordered by you. You also agree to indemnify and hold LANB harmless for any loss or delay resulting from third party involvement in processing the WIRE TRANSFER and for any errors you may make in routing numbers, account numbers, and the like.**

The following services are provided only to BUSINESS CUSTOMERS at this time: To qualify as a BUSINESS CUSTOMER, you must obtain an ACCESS BANKING BUSINESS LOGIN. For more information, please contact an Account Services Representative at (505) 662-5171 or lanb@lanb.com.

ACH BILLING

BUSINESS CUSTOMERS can now originate their ACH BILLINGS through ACCESS BANKING. ACH BILLINGS authorized using ACCESS BANKING are processed using information provided by BUSINESS CUSTOMER. The accuracy of this information and scheduling of ACH BILLINGS are the BUSINESS CUSTOMER's responsibility. LANB will pull funds on BUSINESS CUSTOMER's behalf from the designated accounts on the specified BILLING DATE and deposit funds to the designated BUSINESS CUSTOMER's account on the specified BILLING DATE. BUSINESS CUSTOMERS must provide all required authorizations for ACH BILLINGS prior to the BILLING DATE otherwise LANB may refuse to execute the transaction. BUSINESS CUSTOMER hereby indemnifies and holds LANB harmless for any errors made by BUSINESS CUSTOMER in any account and routing number and amounts. BUSINESS CUSTOMER hereby represents and warrants that BUSINESS CUSTOMER has all required authorizations for each ACH BILLING and that all are valid and have not been revoked. The terms and conditions of the Los Alamos National Bank Company Agreement for Automated Clearing House (ACH) Services are hereby incorporated by reference in their entirety. You must be a BUSINESS CUSTOMER and have a LANB checking account to use our ACH BILLING service.

TAX PAYMENTS

BUSINESS CUSTOMERS can originate both their Federal and New Mexico State payroll tax remittances (TAX PAYMENTS) through ACCESS BANKING. TAX PAYMENTS authorized using ACCESS BANKING are processed using information provided by BUSINESS CUSTOMER. The accuracy of this information and scheduling of payments are the BUSINESS CUSTOMER's responsibility. LANB will transfer funds on BUSINESS CUSTOMER's behalf to the designated account on the specified PAYMENT DATE and charge the designated BUSINESS CUSTOMER's account on the specified PAYMENT DATE. LANB shall not be obligated to make any such payment unless BUSINESS CUSTOMER has sufficient funds, including "ABC Account" credit availability, to pay the bill on the PAYMENT DATE. You are responsible for any NSF charges, overdraft charges, late charges, finance charges or other consequences arising from payments processed through ACCESS BANKING. BUSINESS CUSTOMER is responsible for setting up TAX PAYMENTS with the appropriate taxing authority. BUSINESS CUSTOMER indemnifies and holds LANB harmless for any errors made by BUSINESS CUSTOMER in any account or routing number, amounts and tax identification numbers. BUSINESS CUSTOMER must ensure that payment was made to the appropriate taxing authority. LANB assumes no liability for late payments or payments not properly credited. You also agree that once the TAX PAYMENT is sent, the TAX PAYMENT is irrevocable and that LANB's sole obligation is the exercise of ordinary care in executing the TAX PAYMENT ordered by you. You must be a BUSINESS CUSTOMER and have a LANB checking account to use our TAX PAYMENT service.

DIRECT DEPOSIT PAYROLL ORIGINATION FOR BUSINESS CUSTOMERS

BUSINESS CUSTOMERS can now originate direct deposits for payroll through ACCESS BANKING. DIRECT DEPOSIT PAYROLL ORIGINATIONS (DIRECT DEPOSITS) authorized using ACCESS BANKING are processed using information provided by BUSINESS CUSTOMER. The accuracy of this information and scheduling of DIRECT DEPOSITS are the BUSINESS CUSTOMER's responsibility. LANB will remit funds on BUSINESS CUSTOMER's behalf to the designated accounts on the specified DEPOSIT DATE and charge the designated BUSINESS CUSTOMER's account on the specified DEPOSIT DATE. LANB shall not be obligated to make any such payment unless BUSINESS CUSTOMER has sufficient funds, including "ABC Account" credit availability, to transfer the funds on the DEPOSIT DATE. LANB may refuse to make a payment or transfer or LANB may must the transfer or payment and overdraw your account. You are responsible for any NSF charges, overdraft charges, late charges, finance charges or other consequences arising from payments processed through ACCESS BANKING. BUSINESS CUSTOMER indemnifies and holds

LANB harmless for any errors made by BUSINESS CUSTOMER in any account, routing number and amount. LANB assumes no liability for late deposits or deposits not properly credited. You must be a BUSINESS CUSTOMER and have an LANB checking account to use our DIRECT DEPOSIT PAYROLL ORIGINATION service.

CHANGE ORDERS

BUSINESS CUSTOMERS can place currency and coin orders online ("CHANGE ORDERS"). CHANGE ORDERS authorized using ACCESS BANKING are processed using information provided by BUSINESS CUSTOMER. LANB will prepare the CHANGE ORDERS pursuant to the requests for our BUSINESS CUSTOMER's to pick up at the specified location on the specified date.

MOBILE BANKING

Los Alamos National Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g. low balance alerts). Enrollment requires identification of the user's banking relationship with Los Alamos National Bank as well as providing a mobile phone number. The mobile phone number's verification is conducted by a text message with a verification code sent to the user which must be entered on the website to complete enrollment. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Standard messaging charges apply.** Customers will be allowed to opt out of this program at any time.

You can contact us at lanb@lanb.com or at any time, from your mobile phone; send a text message with the word "HELP" to this number: 54248. We can answer any questions you have about the program. To disenroll from Mobile Banking and stop SMS messages to your phone, send a text that says "STOP" to this number: 54248. You'll receive a one-time opt-out confirmation text message after which, you will not receive any future messages. You may also disenroll from Mobile Banking through Access Banking by clicking on the "Mobile" tab, then "Unregister."

TRANSACTION POSTING

All transactions are posted to their respective accounts only during LANB's nightly posting run, which occurs once each business day (Monday through Friday only and excluding Holidays) after 7:00 p.m. Mountain Time. Generally, transactions initiated and presented to LANB prior to the ACCESS BANKING daily cutoff time of 7:00 p.m. Mountain Time will be processed on that business day. **WIRE TRANSFERS submitted by 1:00 p.m. Mountain Time will be processed on that business day, except as stated in the WIRE TRANSFERS section herein. ACH TRANSFERS submitted by 1:30 p.m. Mountain Time will be processed the next business day, except as stated in the ACH TRANSFERS section herein.** Transactions presented after the daily cutoff time will be processed on the next business day unless the CUSTOMER specifies a future date for posting the transaction.

The business date effective in ACCESS BANKING is changed to the following business date each business day at 7:00 p.m. Mountain Time. ACCESS BANKING in-bank transfers and payments received for "immediate" posting after 7:00 p.m. Mountain Time are posted to their respective accounts on the next nightly posting run. The effective business date of receipt for each transaction you initiate in ACCESS BANKING is stated on the Confirmation page for that transaction which is displayed at the end of the transaction. Transactions (including ACCESS BANKING, Teller, ATM, ACH and DataBank transactions) received and processed at the LANB between nightly posting runs are temporarily 'memo-posted' to their respective accounts in ACCESS BANKING at the

time and in the order they are received, which is not necessarily the same order in which they will be permanently posted during the nightly posting run.

INTERRUPTION OF SERVICE

LANB is not responsible for any damages or loss of any kind from the use of the ACCESS BANKING system or inability to use this system by any party, or in connection with any failure of performance, SECURITY LOCKOUT, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, or in any way connected with the use of the ACCESS BANKING system, even if LANB or representatives thereof are advised of the possibility of such damages, losses or expenses, whether based on contract, tort, strict liability or otherwise. CUSTOMER is responsible for all equipment and software required to access and run ACCESS BANKING and all equipment and software used by CUSTOMER in conjunction with the ACCESS BANKING services and features.

JOINT ACCOUNTS AND MULTIPLE LOGINS

As a holder of a joint account, you are jointly and severally liable under your joint Deposit Account Agreement already in effect with the LANB. Each of you acting alone and under separate ACCESS BANKING AGREEMENTS may perform transactions, obtain information, stop payments, change payments or transfers, terminate this Agreement, or otherwise transact business using the ACCESS BANKING service. We are not required to obtain the consent of other joint parties for such transactions, and each of you may access only those accounts on which you are an owner, authorized signer, or authorized inquirer according to the LANB's current records. Each person who intends to use ACCESS BANKING must sign a separate ACCESS BANKING AGREEMENT and must obtain a separate USER ID, PASSWORD and SECURITY PHRASE. **You should not share your USER ID, PASSWORD or SECURITY PHRASE with anyone, even if you both sign on the same account(s).**

NOTICE AND COMMUNICATIONS

CUSTOMER and LANB agree that any notice, communication, or disclosure may be given orally provided it is confirmed in writing, by e-mail, or regular mail. CUSTOMER may contact LANB at 800-525-9634, (505) 661-2211, (505) 662-5171, by secure message through ACCESS BANKING, by e-mail at lanb@lanb.com, or by regular mail at: Los Alamos National Bank, ACCESS BANKING, P.O. Box 60, Los Alamos, New Mexico 87544-0060.

Except as otherwise provided in this AGREEMENT or as required by law, all notices required to be sent to CUSTOMER will be effective when:

- LANB mails or delivers notice to last known address that LANB has in its records;
- LANB telephones you at the last known telephone number that LANB has in its records;
- LANB sends notice to you via ACCESS BANKING secure messaging; or
- LANB sends notice to you via standard e-mail to the last known e-mail address that LANB has in its records.

NO WAIVER

LANB shall not be deemed to have waived any of its rights or remedies under this AGREEMENT unless such waiver is in writing and signed by LANB. No delay or omission on the part of LANB in exercising its rights or remedies hereunder shall operate as a waiver of any rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

GOVERNING LAW

Regardless of where you live or where you gain access to ACCESS BANKING, this AGREEMENT and any other instruments referred to herein shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico without application of any principle of conflict of laws.

TERMINATION

Either CUSTOMER or LANB may terminate this Agreement and CUSTOMER's ACCESS BANKING service at any time upon giving written notice of the termination to the other party. If CUSTOMER terminates ACCESS BANKING, CUSTOMER authorizes LANB to continue to execute transfers and bill payments CUSTOMER has previously authorized and LANB will continue to charge applicable fees until LANB has had a reasonable time to act upon CUSTOMER's termination notice.

LIMITED USE LICENSE

You are licensed to use ACCESS BANKING only for authorized use. The download of the whole or significant portions of any functionality of ACCESS BANKING is prohibited. Violation of this License may result in immediate termination of your right to use ACCESS BANKING and may result in legal action for injunction, damages or both.

ACKNOWLEDGEMENT

I hereby agree to be bound to the terms and conditions set forth in this Agreement.