

REFERRAL AGREEMENT

I. Definitions

- A. “Agreement” means this Referral Agreement.
- B. “Certification of Eligibility” means the “Participant” has completed the required training.
- C. “Bank” means Farm Bureau Bank.
- D. “Participant” means the individual or entity designated below who has been certified by the Bank to act as an agent for the Bank with regard to Banking Products and Services
- E. “Eligible” or “Eligibility” means that the Participant has been certified by the Bank, pursuant to the Certification of Eligibility and this Agreement, to refer members to the Bank for Banking Products and Services and is in compliance with provisions of this Agreement.
- F. “Banking Products and Services” means automobile loans, credit cards, mortgage loans, or any other installment loan product, certificates of deposit and other deposit products offered by the Bank.
- G. “State Management” means Agency Managers, District Sales Managers, State Sales Directors and Executive staff of Bank.
- H. “Notification” means notice to the Bank by telephone to a Sales Support Representative or an email to agentupdates@farmbureaubank.com.
- I. “Debt” includes, but is not limited to, overdrawn deposit balances, past due or charged off loan accounts owed by the Participant to the Bank.
- J. “Commissions” means referral fees as more particularly described in the Farm Bureau Bank Referral Compensation Plan; provided, however, that the term shall not include compensation for the referral of a mortgage loan.

II. Certification of Eligibility

Farm Bureau Bank FSB hereby certifies that the following individual or entity:

Name

has completed the required training and is eligible to refer Farm Bureau members to the Bank for Banking Products and Services. This certification may be accepted and acknowledged by the Participant by completing the Bank approved registration process or by submitting referral activity to the Bank utilizing the referral source code assigned to the Participant by the Bank. The execution of this Agreement by the Participant shall constitute consent to all of the terms of this Agreement and acceptance and acknowledgement of the Certification of Eligibility. In the event the Participant shall fail to be in compliance with any provision of this Agreement or the Certification of Eligibility, it is the obligation of the Participant and State Management to promptly give Notification to the Bank (that the Participant is no longer eligible to refer members to the Bank for Banking Products and Services).

Responsibilities

- A. Acting at all times as an independent contractor, the Participant agrees to provide the Bank the referral services described in this Agreement. The relationship between the Participant and the Bank created by this Agreement shall be governed by those rules of law governing the status of, and relationships consistent with, independent contractors, and not those rules of law governing employer/employee relations. Accordingly, the Participant has the right to control its daily activities and means by which the provisions of this Agreement are carried out. The Participant shall exercise its own judgment as to the persons from whom Bank product referrals will be solicited, and shall determine the time, place, and manner of soliciting referrals to the Bank. When answering questions about Bank products and services, the Participant shall provide persons with Bank marketing materials and refer persons to the Bank to answer questions about the products. If the Participant is an entity, the discretion required by this paragraph shall be exercised by the entity’s sole or majority shareholder.
- B. The Participant shall have sole responsibility to pay self-employment and income taxes, whether imposed by federal, state or local taxing authorities. The Bank shall not have any responsibility with respect to withholding any tax, or any requirements relating to the Federal Insurance Contributions Act, Federal Unemployment Tax Act, Social Security Act, or other like federal, state or local laws and regulations.
- C. The Participant agrees to solicit referrals for the products and services made available by the Bank to the Participants, subject to the terms and conditions of this Agreement and the “Bank Reference Guide,” as supplemented or amended from time to time, provided, however, that the guidelines and instructions set forth in this Agreement and the Bank Reference

Guide shall not interfere with the Participant's status as an independent contractor described in paragraph II.A. above. With respect to referrals, the Participant shall assist the Bank with obtaining the necessary signatures and documentation from the Bank customer.

- D. If the Participant is an entity, the Participant's sole or majority shareholder shall serve as the Participant's Chief Executive Officer exercising full managerial authority and responsibility for the operation and management of the Participant.
- E. The Participant agrees that the services rendered to the Bank pursuant to this Agreement are unique, will be performed by the Participant personally (or by its sole or majority shareholder if the Participant is an entity), and may not be delegated to any agent, employee or other representative without the written consent of the Bank.
- F. When the Participant requests the Bank to extend credit to a customer, the Participant must provide disclosures required by the Bank. If Participant does not provide the information to the customer, the Bank will not provide any information regarding the status of the customers' respective applications.
- G. The Participant agrees to keep all "Confidential Information" provided to the Participant by the Bank confidential and not to use such Confidential Information for any purpose other than activities pursuant to this Agreement. The Participant shall comply with the terms of the Gramm Leach Bliley Act and safeguard and keep confidential all nonpublic personal information of customers. "Confidential Information" means all information regarding names, addresses, and ages of customers of the Bank; types of products and services provided to a customer by the Bank; account information; expiration and renewal dates of customer agreements with the Bank; customer listings; any customer information subject to any privacy law; and all guidelines, manuals or training materials or other information provided to the Participant for purposes of this Agreement. All information furnished by the Bank to Participant (whether recorded on computer tapes, computer discs, computer printouts, printed records or any other media) is the sole and exclusive property of the Bank and must be surrendered to the Bank at the time of voluntary or involuntary termination of this contract or successor contracts between the parties and the Participant shall not retain any copies of such Confidential Information. The Participant further agrees to comply with the privacy policies of the Bank related to nonpublic personal information of customers of the Bank, which policies will be discussed in the Bank's training program for the Participant.

III. Limitation of Authority

Except as specifically authorized by the Bank and detailed in the "Bank Reference Guide" as supplemented or amended in writing from time to time, the Participant agrees not to:

- A. Accept funds from any customer or prospective customer on behalf of the Bank, including but not limited to funds to be placed on deposit in the Bank, payment on any credit extended by the Bank or payment for any other product or service offered by the Bank.
- B. Represent the terms of any product or service of the Bank to any customer or prospective customer except as set forth in materials provided to the Participant by the Bank for the Participant's use in soliciting referrals; or alter in any manner (including but not limited to by omission or oral representation) or combine with materials not provided by the Bank, materials provided by the Bank for the Participant's use in soliciting referrals; or fail to comply with Bank's requirements with respect to customer disclosures, advertising, and other promotional material.
- C. Receive anything of value, as set forth in the Bank Bribery Act, or pay, allow or offer to pay any compensation of any kind to any customer or prospective customer in connection with a Bank product or service; provided that the foregoing shall not apply to rebates and other marketing inducements offered by the Bank and described in materials provided by the Bank for the Participant's use in soliciting referrals.
- D. Condition the referral of a customer or prospective customer for any Bank product or service on the purchase of any product or service not provided by the Bank, including, but not limited to insurance products.
- E. Advise any customer or prospective customer regarding the suitability of any insured deposit product offered by the Bank or the extent of FDIC insurance coverage.
- F. Accept, approve, or evaluate applications for Bank products or services or make substantive decisions relating to the Bank products or services. However, it is contemplated that the Participant will be authorized to assist customers or prospective customers in filling out application materials, such as reviewing the application for completeness, and facilitating the transfer of the applications to Bank in the manner described in the "Bank Reference Guide," as amended or supplemented from time to time.
- G. Represent himself/herself/itself as an employee of the Bank or attempt to bind, commit, or make decisions on behalf of, the Bank.

- H. Refer or sell banking products, including without limitation automobile loans, mortgage loans, certificates of deposit and other deposit products, other than those offered by the Bank.
- I. Accept cash, deposits, cash checks, disburse loan proceeds, collect or accept loan payments except in accordance with any process or procedures specifically authorized by the Bank, which are designed to assure that the actions of the Participant do not create a branch of the Bank.

IV. Supervision

The Bank has the right to monitor and review the activities the Participant performs for the Bank. Without limiting the foregoing, the Bank may conduct comprehensive compliance oversight, including, without limitation, internal audit review of the Participant with respect to services provided hereunder. The Participant agrees to submit to the Bank such reports as are required under the Bank's compliance program. No entity other than the Bank shall control the Participant's performance of activities hereunder.

V. Training

Participant training is designed to insure that Participants will be adequately educated about the Bank's products and services, as well as applicable law. The Participant will refer to the "Bank Reference Guide" for an in-depth discussion regarding the Participant's training and activity with regard to marketing, solicitation, and customer service activities. Required Bank training must be completed before the Participant commences marketing or other service activities on behalf of the Bank. The training may be conducted on-line or in person. The Participant's training will include but is not limited to, the following:

- A. The distinctions between FDIC insured and non-FDIC insured products offered.
- B. The relevant law (Truth in Lending, Truth in Savings, Real Estate Settlement Procedures, Equal Credit Opportunity, Fair Lending, etc.) that may apply to the Participant's marketing, solicitation, and customer service activities. Other regulatory discussions may be appropriate depending on the level of involvement by the Participant.
- C. Bank policies and procedures
- D. Bank Reference Guide.

On an annual basis, the Bank will perform a review of training requirements and Participant's compliance with established policies and procedures. The Bank will notify the Participant when additional training is required. The Participant will complete additional training in person or on-line when notified by the Bank that such training is necessary.

The Bank will maintain a consumer compliance program to ensure adequate monitoring, supervision and control over the Participant and the activities the Participant performs on behalf of the Bank.

The Bank will maintain a system for tracking and resolving consumer complaints in a timely manner and the Participant will assist Bank in the manner described by the Bank with respect to tracking and resolving consumer complaints related to activities the Participant performs on behalf of the Bank.

VI. Compensation (Commissions Paid)

- A. Compensation. The Farm Bureau Bank Referral Compensation Plan sets forth the payment of commissions to the Participant for its activities pursuant to this Agreement. Commission structure can change at any time at the discretion of the Bank. The Participant hereby agrees to reimburse the Bank in the event of the over-payment of Commission to the Participant and such reimbursement shall be made within thirty days of the date that the Participant received the over-payment. Reimbursement for overpayment may be offset by commissions paid to the Participant, check or funds from a Farm Bureau Bank account.
- B. Setoff. If the Participant owes a Debt to the Bank on a personal account, the Bank shall have the right, but not the obligation, to set-off the amounts due and owing on any debt or portion thereof against any Commission owed by the Bank to the Participant.
- C. Termination. This Agreement may be terminated in accordance with the provisions of Section VIII. If the Participant is deemed ineligible as defined in Section VIII, and the Agreement with the Participant has been terminated, the Participant's Referral Source Code will be revoked and no commission may thereafter be earned by or paid to the Participant.

VII. Indemnity

The Bank shall and does hereby indemnify and hold the Participant harmless from and against any and all losses which the Participant may incur on which may be claimed against the Participant as a result of: (i) any false, inaccurate, untrue or in complete representation or warranty made by the Bank in this Agreement or in any marketing, training or other advertising materials provided by the Bank; (ii) the non-fulfillment or non-performance by the Bank of any applicable covenant, condition or obligation in this Agreement; or (iii) gross negligence or willful misconduct on the part of the Bank under this Agreement.

VIII. Term, Termination and Eligibility

This Agreement, together with any and all schedules and amendments thereto, may be terminated upon the occurrence of any one of the following events:

- A. The initial term of this Agreement shall be December 31 of the year immediately following the year in which the Participant first executes this Agreement. In the event that this Agreement with the Participant is not sooner terminated as provided for herein, upon the expiration of the initial term of this Agreement it shall be automatically extended and renewed for an additional term of one year commencing on the January 1 of each year. Unless terminated as provided herein at the end of the additional term, this Agreement shall be similarly automatically extended and renewed for successive additional terms of one year at the end of each such additional term.
- B. Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party. The terminating party shall not be required to state the cause of such termination. If required by a governmental regulatory body, the Bank may terminate this Agreement immediately, in which case the Bank shall simultaneously provide the Participant notice of the termination.
- C. The Bank may terminate this Agreement if the Participant owes a Debt on a personal account with the Bank. This right of termination shall not affect the Bank's right of Setoff against any commissions owed to the Participant and shall not be construed as an election of remedies. The Bank may notify State Management of the Participant's terminated status.
- D. A Participant's Eligibility status may be terminated by the Bank if a Participant is no longer affiliated with a Farm Bureau entity.
- E. Upon termination of this Agreement, the Participant shall not act or present herself/himself/itself in any way as a representative or agent of the Bank. The Participant shall immediately cease and desist from soliciting members or attempting to market Banking Products and Services.

IX. Miscellaneous

- A. This Agreement, together with any and all amendments thereto, which are hereby made a part of this Agreement shall constitute the entire agreement between the Participant and the Bank. This Agreement cancels and supersedes any prior agreements between the Participant, or the Participant's sole shareholder, and the Bank. No oral promises or representations made by either party to this Agreement to the other have been relied upon, nor shall be relied upon or be binding in the future. No amendment to this Agreement shall be valid unless made in writing and signed by the parties.
- B. This Agreement does not create a partnership or joint venture relationship between the parties.
- C. Unless otherwise specified in this Agreement, all notices referenced in this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by e-mail, on-line or facsimile (provided confirmation of transmission and receipt is electronically or mechanically generated and kept on file by the sending party); (iii) three business days after deposit with the United States Mail when sent by registered or certified mail; or (iv) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The mail addresses, e-mail addresses and facsimile numbers for such communications shall be the address for the Participant set forth during the Bank approved registration process and the address for the Bank set forth on the signature page or such other address and/or facsimile number as shall be furnished in writing and in advance by any such party.
- D. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument and the executed Agreement may be agreed to electronically.
- E. In case any provision in this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

- F. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.
- G. This Agreement shall be governed by the laws of the State of Texas unless superseded by federal law. It is specifically understood by the parties hereto that the law of the State of Texas and applicable federal law will govern any banking product of the Bank referred by the Participant.

This Agreement shall be deemed to be made in San Antonio, Texas, U.S.A. and shall be partially performed in San Antonio, Texas, U.S.A. The parties specifically agree that all controversies and disputes arising out of or relating to this Agreement, including, without limitation, jurisdiction and venue questions; the construction, interpretation, scope, performance or breach of this Agreement; and any claim for a common law or statutory claim arising out of or relating to this Agreement, shall be governed by the laws of the United States of America and the State of Texas. Exclusive venue for any and all disputes arising out of or relating to this Agreement shall be in Bexar County, Texas, U.S.A. and any such dispute must be filed in Bexar County, Texas. The parties hereto specifically submit themselves to the personal jurisdiction of the state and federal courts in Bexar County, Texas, in connection with any and all controversies and disputes arising out of this Agreement, whether in contract, tort or otherwise. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the party individually or by its respective officer or authorized agent effective as of the date the Participant executes this Agreement.

Farm Bureau Bank FSB

By:



William A. Hileman
President CEO

Address for notices to the Bank:

Farm Bureau Bank
17300 Henderson Pass San
Antonio, TX 78232
210-637-4827 (Facsimile Number)