



FEDERAL HOME LOAN BANK OF DES MOINES

AHP SERVICES AGREEMENT

This AHP Services Agreement (the "Agreement") contains the term and conditions that govern your access to the Federal Home Loan Bank of Des Moines' ("Bank") AHP Services. It is an agreement between the Bank and the sponsor/consultant ("AHP Participant"). This Agreement takes effect when you click an "I Agree" button or check box presented with these terms ("Effective Date") during User Registration on our website (see the Guide for Sponsor Applicants for instructions). When you agree you represent to the Bank that you have legal authority to bind the AHP Participant to the terms of this Agreement.

Section 1. Definitions.

(a) "AHP Application" shall mean all project and other information required by the Bank's AHP Implementation Plan ("Implementation Plan") that is prepared by the AHP Participant and approved by a Bank member for submission to the Bank.

(b) "AHP Procedures" shall mean the practices, instructions, procedures, and documentation requirements to be followed by the AHP Participant and the Bank under this Agreement and set forth in the Guide for Sponsor Applicants, Implementation Plan or any successor documents as may be amended by the Bank from time to time. The Guide for Sponsor Applicants and Implementation Plan will be posted on the Website (defined below). The AHP Procedures shall be deemed to be incorporated herein by reference.

(c) "AHP Services" shall mean those services offered through the Website applicable to AHP Applications, projects, and other items.

(d) "Authorized Representative" shall mean one or more of the AHP Participant's officers, employees, agents, or representatives, who are authorized by the AHP Participant to use the AHP Services provided under this Agreement.

(e) "Information" shall mean any application format or AHP data provided to the AHP Participant by the Bank from time to time via the Website, as hereafter defined.

(f) "Security Standards" shall mean digital certificate requirements, passwords, passcodes, and other security mechanisms set forth in the AHP Procedures.

(g) "Website" shall mean the private web site referred to as www.fhlbdm.com, ahp.fhlbdm.com, or such other domain name as determined by the Bank from time to time, established on the internet for use by the AHP Participant as set forth herein.

Section 2. Grant of License; Access to AHP Services.

(a) The Bank grants to the AHP Participant a non-exclusive, non-transferable, terminable-at-will/revocable license to access and use the AHP Services through the Website for its own internal use only. The AHP Participant may not sub-license its use or access to the AHP Services.



(b) The AHP Participant shall access the AHP Services in the manner prescribed in the AHP Procedures.

(c) The AHP Participant shall not modify, license, reverse engineer, disassemble, decompile, or otherwise seek to discover or view the Website's works, processes, or methods.

(d) The Website or any portion of the Website may not be reproduced, duplicated, copied, sold, or otherwise exploited for any commercial purposes without the express prior written consent of the Bank. The AHP Participant may not frame or utilize framing techniques to enclose any trademark, logo, or other propriety information (including images, text, page layout, or form) of the Bank without express prior written consent. The AHP Participant may not use any meta tags or any other "hidden text" utilizing the Bank's name or trademarks without the express prior written consent of the Bank. Any unauthorized use terminates the permission or license granted by the Bank.

(e) The AHP Participant agrees that it will not take any action with respect to the Website that could be harmful to the operation of the Website or to any third party, including, but not limited to, the introduction of Trojan horses or viruses.

(f) The AHP Procedures are provided on an "AS IS" basis without warranties, conditions, or representations of any kind. The AHP Participant will be notified of any updates and amendments to the AHP Procedures ("AHP Procedure Amendments"). AHP Procedure Amendments may be made at the sole discretion of the Bank. Notice that an AHP Procedure Amendment has been made will be posted on the Website. AHP Procedure Amendments will be effective immediately upon their posting unless some other effective date is specified in the particular AHP Procedure Amendment.

Section 3. Copyrights; Restrictions on Use of Materials. All the contents of this site are the property of the Bank and protected by United States copyright laws. All trademarks, service marks, and trade names displayed on the Website, if any, are proprietary to the Bank. The AHP Participant shall not display or utilize such trademarks, service marks, and/or trade names including, without limitation, the name "Federal Home Loan Bank of Des Moines," in any way, without the express prior written consent of the Bank.

Section 4. Terms of Use and Authorization.

The AHP Participant shall use the AHP Services in accordance with the terms and conditions of this Agreement, the AHP Procedures, the Implementation Plan, applicable Federal Housing Finance Agency Regulations ("Regulations"), and any other applicable agreements between the Bank and the AHP Participant. The AHP Participant may authorize additional employees to act for and on behalf of the AHP Participant, with respect to the AHP Services. The AHP Participant agrees that the AHP Services shall only be used by Authorized Representatives. The AHP Participant authorizes the Bank to accept, act upon, and rely upon, all orders and instructions given by any Authorized Representative. The Bank shall consider any AHP Application prepared or Information accessed through Security Standards assigned to an Authorized Representative to have been performed by the AHP Participant. The AHP Participant accepts responsibility for unauthorized access to the Website by its



employees or any third parties using Security Standards assigned to an Authorized Representative.

Section 5. Security Standards. The Bank shall specify in the AHP Procedures its Security Standards for access to and use of the Website. The AHP Participant shall be responsible for following the Security Standards in using the Website and for maintaining the confidentiality of and its consistent use of passwords and other elements of the Security Standards. The AHP Participant shall immediately notify the Bank by any means identified from time to time in the AHP Procedures when the AHP Participant becomes aware of any compromise, theft, loss, or unauthorized use of its password(s) or other elements of the Security Standards for which the AHP Participant is responsible.

Section 6. Equipment and Technology.

(a) Except as set forth herein or in the AHP Procedures, the AHP Participant acknowledges and agrees that the AHP Participant is responsible for providing and maintaining, at the AHP Participant's expense, all communication lines, hardware, software, vendor services, and other materials and technology necessary for the AHP Participant to access the AHP Services.

(b) The AHP Participant represents that it has been informed of the hardware and software requirements established by the Bank for reliable, secure, and efficient utilization by the AHP Participant of the Website and that, as of the date of this Agreement, the AHP Participant maintains, and shall at all times during the term of this Agreement maintain, systems that comply with such requirements and that will communicate reliably, securely, and efficiently with the Website.

(c) The AHP Participant agrees that the Bank shall have no responsibility for any failure of such items or any failure or limitation of the Internet, the AHP Participant's or the Bank's computer hardware or software, or their respective Internet service providers, or for any software required to be installed pursuant to the AHP Procedures.

(d) The Bank may from time to time advise the AHP Participant regarding upgrades or changes in the Bank's requirements for utilization of the Website, but shall have no obligation to modify the Website as a result of any change in the AHP Participant's systems utilized to communicate with the Website.

Section 7. Information Accessed.

(a) The Bank shall make Information available to the AHP Participant through the Website.

(b) The AHP Participant agrees that all Information accessed and/or obtained shall be subject to, and used in accordance with, the terms and conditions set forth herein, on the Website, in the AHP Procedures, the Implementation Plan, the Regulations, and any other applicable agreements then in effect with respect to the Information accessed and/or AHP Applications approved by the Bank.



Section 8. Preparing AHP Applications. During designated AHP funding rounds, the AHP Participant may prepare an AHP Application via the Website pursuant to the AHP Procedures. The AHP Participant agrees that all AHP Applications shall also be subject to the terms and conditions of any other applicable agreements then in effect, the Implementation Plan, and the Regulations. The AHP Participant understands and agrees that the Bank can only accept AHP Application submissions from Bank members. The Bank shall not consider any AHP Application prepared by the AHP Participant through the AHP Services that has not been approved by a Bank member. The AHP Participant agrees that the Bank shall have no obligation to fund an AHP Application unless the AHP Application is approved by the Bank's Board of Directors, as set forth in the Implementation Plan, and the AHP Application meets all requirements to receive funding.

Section 9. Suspension of AHP Participant Access; Alternative Methods of Communication.

(a) The Bank reserves the right on a temporary or permanent basis to suspend an AHP Participant's right to access or use any portion or all of the AHP Services, or limit availability, in order to perform routine or emergency maintenance, or for any other reason in its discretion, without prior notice, and with no liability to the AHP Participant. The Bank reserves the right, in its sole discretion, to deactivate any code, password, certificate, or other element of the Security Standards assigned to an Authorized Representative.

(b) The AHP Participant understands that there are risks to using the AHP Services to prepare AHP Applications and access Information including, but not limited to, the risk of errors or delays in the preparation of AHP Applications. The AHP Participant represents and warrants that it understands these risks and agrees to accept these risks in accessing and using the AHP Services.

Section 10. Privacy Policy; Terms of Use. The AHP Participant agrees to adhere to and be bound by the privacy policies and terms of Website use as set forth in the AHP Procedures and on the Website, as revised, modified, and amended from time to time.

Section 11. Bank Obligations under the AHP Procedures. The specific tasks that the Bank shall perform under this Agreement to provide the AHP Participant with access to the AHP Services, including the Bank's obligations in regard to the Security Standards, shall be limited to those tasks identified as the Bank's responsibilities under the AHP Procedures.

Section 12. Term; Termination.

(a) This Agreement shall begin on the Effective Date and shall continue until terminated in accordance with this Section.

(b) Either party may terminate this Agreement with thirty (30) days prior written notice, such notice being provided as set forth in Section 18; provided, however, that the AHP Participant and the Bank shall continue to be obligated to perform their obligations with respect to AHP Applications already approved by the Bank (if any) as set forth in the other applicable agreements entered into with the Bank. Termination at the AHP Participant's option shall be effective upon the deactivation by the Bank of the AHP Participant's access



to the Website. It is expressly agreed that the Bank may terminate this Agreement and the AHP Participant's access to the Website immediately, without notice, if the Bank determines, in its sole discretion, at any time, that the AHP Participant, or any of its Authorized Representatives, has failed to comply with any term or condition of this Agreement, the AHP Procedures, or the other applicable agreements entered into with the Bank.

Section 13. Incorporated Documents. With respect to the AHP Services, or any product or service made available to the AHP Participant through the AHP Services, the terms of the AHP Procedures, the Implementation Plan, the Regulations, and any other applicable agreements executed by the AHP Participant and the Bank ("Other Agreements") are incorporated herein by reference. To the extent the Other Agreements do not address electronic transactions; this Agreement constitutes an amendment to those agreements. If the Other Agreements do contain terms that address electronic transactions and those terms conflict with the terms of this Agreement, the terms of this Agreement will apply.

Section 14. Disclaimers. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE AHP SERVICES ARE PROVIDED BY THE BANK TO THE AHP PARTICIPANT "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE AHP SERVICES OR THE WEBSITE, INCLUDING ANY WARRANTY THAT THE AHP SERVICES OR THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE SECURITY STANDARDS WILL PREVENT THE LOSS OF, OR ALTERATION OF, OR IMPROPER ACCESS TO, INFORMATION TRANSMITTED TO OR FROM THE WEBSITE, OR THE CONTENTS OF THE WEBSITE, EXCEPT TO THE EXTENT PROHIBITED BY LAW. THE BANK DISCLAIMS

ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USE OF THE AHP SERVICES IS AT THE AHP PARTICIPANT'S OWN RISK.

Section 15. Indemnification. The AHP Participant agrees to indemnify and hold the Bank and each agent of the Bank harmless for any and all losses, liabilities, damages, claims, costs, and expenses including, without limitation, attorneys' fees incurred or suffered by the Bank or its agent in connection with the AHP Services for any breach of this Agreement by the AHP Participant or the AHP Participant's willful misconduct or negligence in the performance of its obligations or responsibilities under this Agreement (including its obligations under the AHP Procedures), or its reckless disregard of such obligations or responsibilities including, without limitation, losses resulting from the AHP Participant's failure to adhere to the Security Standards, fraud by the AHP Participant's employee, or error by the AHP Participant's employee.

Section 16. Limitation of Liability. The Bank shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages (including, without limitation, lost profits, use, loss of revenue or anticipated profits, lost business, or any other losses or damages), whether based in contract, tort (including negligence), strict liability, or otherwise, even if the Bank has been advised of the possibility of such damages. Further,



the Bank shall not be responsible for any compensation, reimbursement, or damages arising in connection with:

(a) the AHP Participant's inability to use the AHP Services, resulting from and including, but not limited to (i) termination or suspension of this Agreement or the AHP Participant's use of or access to the AHP Services; (ii) the Bank's discontinuation of any or all AHP Services; or (iii) any unanticipated or unscheduled downtime of all or a portion of the AHP Services for any reason, including as a result of power outages, system failures, or other interruptions;

(b) any theft, destruction, or unauthorized access to the AHP Services (including the AHP Participant's allowing unauthorized access to the Website by its employees or any third parties using codes, passwords, login IDs, certificates, or other security mechanisms assigned to the AHP Participant), alteration of, or use of Information.

Section 17. Modification. The AHP Participant agrees that the Bank may revise, modify, or amend the AHP Services at any time, in whole or in part, including the AHP Procedures, upon notice to the AHP Participant. The Bank will provide notice of any modification or amendment to the AHP Services or the AHP Procedures by posting such amendments to the Website and by sending the AHP Participant notice, pursuant to Section 18(a) of this Agreement, that the modification or amendment has been posted on the Website. The AHP Participant's continued use of the Website on or after the effective date of the modification or amendment constitutes the AHP Participant's continued acceptance of the AHP Services and/or the AHP Procedures as modified or amended by the amendment.

Section 18. Notice.

(a) Notices required under this Agreement will be provided by the Bank to the AHP Participant: (i) for changes to the AHP Procedures, by posting a notice on the Website; or (ii) for all other matters, by posting a notice on the Website, electronic transmission to the email address associated with the AHP Participant's account, personal delivery, or first class mail to the AHP Participant's address identified to the Bank, or as otherwise designated. Notices provided by posting to the Website will be deemed received upon posting. Notices provided by electronic transmission will be deemed received by the AHP Participant when the Bank sends the electronic transmission, whether or not the AHP Participant actually receives the electronic transmission. Notices provide by personal delivery will be deemed received by the AHP Participant when actually received by the AHP Participant at the email address associated with the AHP Participant's account, or as otherwise designated, and notices mailed by first class mail shall be deemed received by the AHP Participant when mailed by the Bank.

(b) Notices required under this Agreement will be provided by the AHP Participant to the Bank by electronic transmission, personal delivery, or first class mail to the Bank's address identified in this Agreement, or as otherwise designated. Notices provided by personal delivery shall be deemed received by the Bank when actually received by the Bank at 909 Locust Street, Des Moines, IA 50309, or as otherwise designated, and notices mailed by first class mail shall be deemed received by the Bank when mailed by the AHP Participant.



Section 19. Severability. In the event that any portion of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

Section 20. Assignment; Successors. The AHP Participant may not assign this Agreement, or any of its rights or obligations under this Agreement, to any third party without the express prior written consent of the Bank. The Bank may, without prior consent, assign any and all rights and delegate all duties under this Agreement to a successor in interest to the Bank (whether by merger, sale, or otherwise). This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the AHP Participant.

Section 21. Governing Law; Jurisdiction; Legal Fees.

(a) This Agreement shall be governed by the statutory and common law of the United States and, to the extent federal law incorporates or defers to state law, or is not applicable, the laws (exclusive of the choice of law provisions) of the State of Iowa including, without limitation, the Uniform Commercial Code in effect in the State of Iowa.

Section 22. Monitoring Policy

All Bank Telecommunications and Information Systems and related equipment are for the communication, transmission, processing and storage of Bank information only. These systems and equipment are subject to monitoring to ensure proper functioning, to protect against improper or unauthorized use or access, to verify the presence or performance of applicable security features or procedures and for like purposes. Such monitoring may result in the acquisition, recording and analysis of all data being communicated, transmitted, processed, or stored in this system by the AHP Participant. If monitoring reveals possible evidence of criminal activity, such evidence shall be provided to law enforcement personnel. AHP Participant hereby expressly consents to the monitoring described herein.