



Treasury Management Service Terms and Conditions

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INTRODUCTION

Thank you for choosing Blackhawk Bank for your Treasury Management needs. We appreciate the opportunity to serve you. If you have any questions about our Services or about this Booklet, please contact your Treasury Management representative.

By signing the Treasury Management Application and Enrollment Form (**"Enrollment Form"**), the entity designated in the Enrollment Form (**"Customer," "you," "your," "yours"**) acknowledges and agrees that it has received, read, and understands Blackhawk Bank's (**"Blackhawk," "Bank," "our," "we," "us"**) Treasury Management Service Terms and Conditions Booklet (**"Booklet" or "Agreement"**) in the form attached hereto and the Customer agrees to be bound by the terms and conditions of the Booklet, the Enrollment Form, and Appendix A – Treasury Management Service and Fee Schedule, and any Schedules described therein.

This Booklet contains the terms and conditions under which we provide you with Services. It is used in conjunction with the terms and conditions applicable to the deposit accounts for which Services are provided. Please read this Booklet carefully and keep it for your records.

The General Terms and Conditions and separate sections for the Services within this Booklet also contain capitalized terms which are defined therein.

Part I below is the General Terms and Conditions that apply to all the Services. Following the General Terms and Conditions are the Service Sections which contain the terms and conditions applicable to each Service.

Some Services may require Customer to complete additional forms, which provide Bank with necessary information to set up the Service. If required, those additional forms must be completed by you before using the applicable Service. The additional forms, if completed, are incorporated herein by reference and made a part of this Booklet. You may begin using the Service when we have received all required and properly executed forms.

After the Customer executes the Enrollment Form, the Customer may from time to time request the Bank to provide any of the services described in the Booklet (**"Services"**). The Customer may begin to use any such Service once Bank has approved such use and has received all required properly executed forms including any Amendment forms that may be required to add additional Services. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Customer's Accounts, Customer accepts and agrees to the terms and conditions of Part I of this Booklet, which is applicable to all Services, as may be in effect from time to time. Customer also accepts and agrees to the terms and conditions of those Sections in Part II of this Booklet governing the specific Service(s) Customer has selected in the Enrollment Form. Terms defined in Part I are applicable to all of the terms contained in this Booklet. Terms contained within Part II are applicable only to the provisions of the Service contained in the Service Section in which the term is defined. In the event of a conflict between the terms in Part I and the terms in Part II, the terms in Part II shall control.

The Customer warrants and certifies that the Customer has taken all action required by its organizational or constituent documents to authorize the Customer representative to execute and deliver on behalf of the Customer the Enrollment Form and any other documents the Bank may require with respect to the Services.

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PART I: GENERAL TERMS AND CONDITIONS. The following terms and conditions apply to all the Services provided by Bank. These Services currently include, but are not limited to, Blackhawk Bank Business Online Banking Service, ACH Origination, Wire Transfer of Funds, Bill Payment Service, Remote Deposit Capture Service, and Positive Pay. Bank and Customer agree that this Booklet shall also govern all new Services used by Customer in the future. Bank agrees to provide and Customer agrees to purchase certain Services provided for and described in this Booklet and agrees to such terms and conditions of this Booklet. Customer agrees as follows:

1.1 Authority, Representations and Warranties. Customer hereby warrants that it has full right, authority and power to agree to the terms of this Booklet and that execution of the Enrollment Form has been duly authorized by necessary governing bodies or executive officers, as the case may be. Customer agrees to supply Bank any information that the Bank may reasonably request including, but not limited to, such documents as may be satisfactory to the Bank which establish the authority of any representative to enter into or act on behalf of Customer in regards to this Booklet or to enter into the Services and or to perform any other act contemplated under this Booklet.

Customer further warrants that it is validly existing and in good standing under the laws of the applicable state and any consent or authorization of any governmental authority or third party required to be obtained by Customer in connection with this Booklet or any Treasury Management Service used or performed has been obtained.

You acknowledge, represent and warrant that the Services will not be used for accounts established primarily for personal, family or household purposes. Specifically, you acknowledge, represent and warrant that the transfer of funds from your Accounts is for business purposes and not for personal, family or household purposes. Accordingly, the provisions of the federal Electronic Fund Transfer Act, as amended, and the Consumer Financial Protection Bureau's Regulation E, as amended, and any other laws or regulations, as well as any terms or provisions of this Booklet, intended for the protection of consumers or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Accounts

1.2 Deposit Account Terms and Conditions. Customer acknowledges and agrees that Customer's demand deposit accounts maintained with Bank (individually "**Account,**" collectively "**Accounts**") are an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Booklet are subject to the terms and conditions of the rules, regulations and agreements ("**Terms and Conditions**") governing accounts in effect from time to time between Customer and Bank including without limitation, the arbitration provisions. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Booklet shall control over any inconsistent terms and conditions of the Deposit Account Agreement. Customer acknowledges that it has signed and executed all agreements, resolutions, signature cards and forms governing Customer's demand deposit account required by Bank. If Customer has not signed the foregoing forms required by Bank, by signing the Enrollment Form, Customer acknowledges that it has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card, a signed resolution, or any check on Customer's account. Customer also agrees to establish all accounts that must be opened in conjunction with the Service provided by Bank.

1.3 Required Deposit Balance. If required by Bank, Customer agrees to maintain the minimum collected balance ("**Required Deposit Balance**") in the amount and in the account specified in the Service terms and conditions of the specific Services selected and designated by Customer.

1.4 Services Requested by Customer. Bank shall perform the Services selected by Customer in accordance with the Service terms and conditions contained herein and the operating instructions of the selected Service. "Operating Instructions" shall mean any information provided by Bank to Customer and any information provided by Customer to Bank giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Booklet, are made a part hereof. Some of the Services require Customer to complete and provide to Bank information or documentation in, or as part of the Enrollment Form, schedules, addenda, Operating Instructions, in- put forms or other documents required in connection with these Services. Customer's use or continued use of each of such Services will be conditioned on and subject to Customer entering into, or completing and providing to Bank, the foregoing when Bank so requests. Use of a Service under an existing agreement for such Treasury Management service will constitute affirmation that Customer agrees to and is bound by the terms and conditions of this Booklet and the applicable Service terms and conditions and not the existing agreement.

1.5 Effective Date. The effective date of this Booklet shall be the date upon which the Enrollment Form is executed by

Customer and accepted by Bank. Once the Customer has signed the Enrollment Form, the Customer may request the Bank to provide Services which are provided for in this Booklet. Customer may begin to use any such Service once Bank has approved such use and has received all required properly executed forms. Bank shall have no obligation to deliver or render the Service(s) until Bank has approved such use and received all required and properly executed forms. The effective date of the terms of a Service contemplated in Part II of this Booklet shall be the date upon which Bank approves Customer's use of the Service or the date on which Customer uses the Service.

1.6 Data and Information Supplied by Customer. Customer shall transmit or deliver data and other information in the format and on the media as provided for in each Service Section terms and conditions contained herein and the Operating Instructions or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by Customer. Customer shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by the Customer. The data transmitted by Customer must be legible, correct and complete. Bank shall not process, and Bank shall not be liable to Customer for failure to process, the data if it is not in the format specified by Bank or if the data is incomplete. Bank shall not be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in the Service terms and conditions and the Operating Instructions.

1.7 Update Notice. Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank, including, but not limited to, any additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by Bank within 5 Business Days of the change. Customer shall provide any additional information requested by Bank within 5 days of such request.

1.8 Security Procedures. Bank shall provide Customer with a User ID and/or passwords (collectively, a "**Security Code**") to access certain Services. The use of the Security Code, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service ("**Security Procedure**"). The Security Procedure is not designed for the detection of errors. We may require you to change your Security Code from time to time for security reasons. You should keep your Security Code in a secure location. Any person having access to your Security Procedures will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Security Procedures. Providing these Security Procedures to another person effectively constitutes a grant of authority to access your Accounts.

a. You agree to comply with the Security Procedures and any other procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, Security Code, password, personal identification number, user identification technology, token, certificate, layered security, software or other element, means, or method of authentication or identification used in connection with a Security Procedure ("**Security Devices**"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Booklet or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

b. You agree to appoint and designate, in the Enrollment Form, an Administrator person(s) ("**Administrator(s)**") who will be authorized and responsible for creating and maintaining subsequent User IDs, Passwords and tokens

on your behalf, including assigning and revoking access privileges for persons to use the Service, (“User”) and providing new and subsequent Security Devices to those Users. Bank will provide Customer’s designated Administrator, through United States postal mail, e-mail and/or other delivery service selected by Bank at Bank’s option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. The Bank shall not be liable for any actions performed by the Users designated by the Administrator, and the rights granted to them. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You further agree that Full Administrators can increase or decrease the limits for any Service or transfer of funds and are authorized by you to do so.

You agree that Users will not give their User IDs or Passwords, or make them available, to any other person. You are solely responsible for use and control of passwords issued to Users. Because User IDs and Passwords (and Tokens, if applicable) can be used to access funds in any of your Accounts accessible via Blackhawk Bank Business Online Banking (sometimes referred to as the “Online Banking Service” or “Blackhawk Bank Online”) and to access information about any of your Accounts, subject to limitations set by the Administrator, you are obligated to ensure that the Administrator and the Users treat their User IDs and Passwords (and Tokens, if applicable) with the same degree of care and secrecy that you use to protect other sensitive financial data, but not less than reasonable care. You acknowledge and agree that Bank is not responsible for transactions performed by unauthorized Individuals using your or your Users, valid User IDs and Passwords. Some websites, apps, or other software may ask you to provide your User ID or Passwords to access certain features of their products or services. If you supply your credentials for these purposes or services, you agree that the third party may act on your behalf and access your Online Banking. You further agree that the Bank will not be held liable for any costs, fees, loss or damages of any kind including, but not limited to, direct, indirect or consequential damages incurred as a result of (1) the third party accessing your accounts; (2) the third party’s ability or inability to retrieve information from your accounts; (3) any inaccuracy or incompleteness that may result from the third party accessing information; (4) any fraudulent activity or breach that may occur as a result of you providing this information.

Blackhawk Bank Business Online Banking access will be suspended in the event a Password is entered incorrectly on three (3) consecutive access attempts. If this happens to the Administrator or a User, please contact us at as provided in Section 1.25 of Part I of this Booklet.

The access of any User will be terminated (i) in its entirety, as a result of the failure of the User to consent to the then current version of this Agreement or (ii) with respect to the applicable accounts, (a) as a result of the failure of the authorizing Bank customer to consent to the then current version of this Agreement or (b) the Bank customer revoking or limiting the access or the User. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or Users, or unauthorized disclosure or use of your User(s) User IDs or Passwords. In the event that you suspect any compromise of security (whether or not involving your employees, agents, or Users), you shall promptly notify us as provided in Section 1.25 of Part I of this Booklet.

c. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by your, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.

d. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security

Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

e. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

f. High Risk Transactions- The Bank designates the following transactions at minimum to be considered “High Risk Transactions”: ACH, Wires, and Remote Deposit. In accordance with UCC Article 4A for the State of Wisconsin the Bank has designated the following security procedures to be commercially reasonable when performing High Risk Transactions.

The bank requires the following services, at minimum, in regards to security when performing High Risk Transactions:

Strong User IDs and Passwords: When you first login to Online Banking, you will receive an email with a link to set up your login information. After this link is followed, the system will require you to set up a permanent login. Your User ID must be 8- 20 alpha-numeric-special characters and your Password must be 8-20 alpha-numeric-special characters.

Multi-Factor Authentication (MFA): The Bank requires Customer to answer Multi-Factor Authentication (MFA) questions when prompted at certain points within Online Banking or on certain transactions. The Customer will also be asked to choose an image and then verify the image is the one chosen, throughout the site.

User Holds: The Customer will designate an Administrator. Customer understands that the User will have the authority to create additional users and designate their system authorities. As part of this, any User created will be subject to a User Hold. The Administrator will receive an email and the Bank will receive an email. The Bank must approve and release the User Hold before the User will be allowed to log into Online Banking.

Security Tokens: Blackhawk Bank Security tokens are utilized as a part of the Bank’s MFA and are required at minimum for use with ACH Origination, Wires and Remote Deposit. Customer may opt to use a virtual or physical token that displays a 6-digit, one-time code. This code must be entered in conjunction with the Online Banking ID and Password associated with the owner of the token. The code must be kept secret and known only to the individual identified as the owner of the token. Tokens cannot be shared. Physical tokens have a limited battery life of four years.

The Bank ALSO STRONGLY RECOMMENDS the following services, in regards to security, when performing High Risk Transactions.

Customer may refuse *certain* Security Procedures by not enrolling in Dual Control or other security procedures listed in the Enrollment Form. For the Services Customer must enroll in, such as Alerts, Dedicated PC, etc., the Enrollment Form will not contain a refusal, but Customer may choose to enroll or not in these Services. By not enrolling, the Customer is stating its refusal of the Bank’s Security Procedures.

ARP/Positive Pay: ARP (Account Reconciliation Process) is an account balancing tool in which check information is uploaded as they are being issued. The ARP system then reconciles your monthly statement. Positive Pay is an additional feature that blocks unauthorized transactions. You will be given the option to approve or reject any exception.

ACH Debit Blocking/ACH Filters: Customer may set up ACH Blocks or Filters with the Bank. This can help prevent fraudulent ACH items from clearing the account. It is the Customer’s responsibility to notify the bank of any Blocks or Filters and to keep them updated at all times. The Bank is not liable if items are blocked or not blocked if Customer has not completed an Amendment and notified the Bank of any changes to their ACH Blocks/Filters.

IP Restrict: Customer may supply the Bank with a list of IP addresses for the computers that are used to remit online information. The Bank is then able to restrict the login process to computers with those specific IP addresses.

Time Restrict: Customer may supply the Bank with the specific times that their Administrator and/or Users are allowed in the Online Banking service. The Bank is then able to restrict the User’s log in to those specific times.

PIN Number and/or Authentication Code: The Bank utilizes predefined Personal Identification Numbers (PIN)

and/or randomly generated codes through pre-registered mobile devices and phone numbers for the purposes of initiating Wire Transfers and ACH payments. A user must first register the appropriate credentials at the time they are enrolled for the services. These credentials are utilized to gain access to the designated accounts for the purposes of initiating and/or approving ACH payments and Wire Transfers.

Payment Activity Review: Customer is responsible for reviewing its Account(s) activity each banking day and notifying the Bank of any suspect activity. If Customer believes any Wire or ACH request is erroneous, Customer shall notify the Bank immediately. If the Bank is timely notified, the Bank may be able to delete or review the suspect order.

Dual Control (ACH and Wires): Two Users are required to perform these transactions; one to approve or initiate the transaction and one to transmit to the Bank. Even if one User has full capabilities, putting dual control in place will not allow a single User to authorize the transaction. This reduces both internal and external fraud risk.

Alerts: The Customer may setup email alerts for certain functions performed via Online Banking. You may choose some or all alerts and the method they are delivered. Alerts may assist you in identifying unauthorized transactions. Note: At Bank's sole discretion, we may add new alert types and/or discontinue alert types at any time, without notice. Bank may also enroll Customer in any Alerts at its discretion. Within the Online Banking service, you may designate an email address for alerts (data and text message fees imposed by your mobile service provider may apply to Service alerts received on your mobile device). If the email address that you use for alerts in connection with this Service changes, you are responsible for informing us of that change. Some alerts may include information about your financial accounts, products and services, such as an account balance or the name of an ACH batch. You should be aware that anyone with access to your email will be able to view the content of these alerts. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. We do not guarantee either the delivery or the accuracy of the content of any alert. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third- party in reliance on an alert.

Dedicated PC: The Bank strongly suggests the Customer use a dedicated computer in Customer's office/premises exclusively for the use of accessing the Service and other service(s) as indicated in the Booklet and Enrollment Form(s). The Computer shall not be used for general Internet purposes (email and visits to other websites- including social networking sites).

1.9 Physical and Electronic Security.

- a. 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. Bank 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 be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank 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. Bank 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.
- b. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.
- c. In connection with transactions processed via Blackhawk Bank Business Online Banking, you shall:
 1. employ commercially reasonable measures to provide fraudulent transaction detection systems and/or processes to screen the entries in order to minimize the risk of fraud related to transactions initiated via Blackhawk Bank Business Online Banking;
 2. use commercially reasonable security technology providing a level of security that, at a minimum, is designed to

detect and prevent fraudulent transactions; and

3. conduct an annual security audit to ensure compliance with the foregoing

d. You shall review all of your Accounts on a daily basis to detect any unauthorized transactions. To prevent unauthorized transactions, you shall limit access to your Access Devices to authorized persons through appropriate security measures. Your Access Devices shall be turned off when not in use, except for short term periods during normal business hours.

e. You agree to cover your contractual liabilities assumed under this Agreement with fidelity, computer fraud, identity theft and errors and omissions insurance policies in amounts commensurate with the level of financial risk associated with the use of such devices. Such policies shall, at a minimum, cover losses incurred due to the action or inaction by any person, authorized or not, who had access to your Devices. A certificate of insurance shall be furnished to the Bank upon request. The insurance policies requested regarding the foregoing coverage may not contain any material exclusions or deductibles.

f. In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's 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 Bank 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 Bank 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 Bank.

1.10 Hardware and Software. Customer understands it must, and hereby agrees to, at its sole cost and expense, use computer hardware and software that meets all technical requirements for the proper delivery of the Service and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Services. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. Bank is not responsible for, and Customer hereby releases Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. In addition to installing antivirus software, Customer hereby agrees to scan its computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with its use of the Services, Customer shall only use the hardware approved in advance by Bank and shall only use such software as is approved in advance by Bank.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), and (b) any and all users guides, instructions and other documentation provided to, or used by, Customer in connection with the Services (everything in this clause (b) collectively, the "**Documentation**") shall be, and remain, the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

1.11 Internet Disclaimer. For any Service described herein utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet

infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

1.12 Service Limits. Customer agrees that Bank may establish limits in the Enrollment Form for the Services in the Booklet, or restrictions on Services provided in this Booklet and that Bank may amend those limits without notice. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions or any other limits or restrictions that Bank deems necessary. Customer agrees to abide by and honor the limits or restrictions established by Bank. Customer also agrees that Bank shall have no liability to Customer for refusal to process any transaction or to act on any request by Customer that exceeds the limit or restriction.

1.13 Financial Information and Audit. Bank may from time to time request information from Customer in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by Bank. Customer agrees to provide the requested financial information within a reasonable period of time upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Booklet and the Services. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with the terms of this Booklet, applicable laws and regulations, and the NACHA Rules and Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, compliance with the NACHA Rules and this Booklet, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s) and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at the Customer location related to information technology, the Service and any associated operational processes. Customer agrees that if requested by Bank, Customer will complete a self- assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates the Service terms and conditions or the Rules, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service and this Booklet according to the provisions hereof.

1.14 Changes and Modifications. Bank may amend, add to, modify or delete the terms or replace this Booklet in its entirety at any time, in its sole discretion, by giving notice to Customer. Notice of an amendment to this Booklet may be given by Bank to Customer in any manner selected by bank including, but not limited to, written notice mailed to Customer's address on Bank's records, email, posting amendments on Bank's Website, or providing Customer with a new Booklet with amendments to this Booklet. Notwithstanding the foregoing, Bank may amend the Schedule of Fees at any time, in its sole discretion with or without notice. In the event performance of the Service provided herein in accordance with the terms of this Booklet would result in a violation of any present or future statute, regulations or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Booklet, then this Booklet shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. Any practices or course of dealings between Bank and the Customer, or any procedures or operational alternatives used by them, shall not constitute a modification of this Booklet, nor shall they be construed as an amendment to this Booklet.

1.15 Deadlines. Customer shall deliver or transmit all data or information to Bank by the deadline(s) specified in the Service terms and conditions and the Operating Instructions. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

1.16 Customer's Duty to Inspect. Bank will provide notice of receipts of deposits to Customer's Accounts with Bank on Customer's periodic Account statement. If Customer uses Bank's information/balance reporting services, Customer can also receive notice through various mailed reports or terminal printouts. Customer shall inspect all reports, journals, and other material evidencing the output of the Service(s) performed by Bank. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. Customer must report all errors to the Bank for Services performed and reported to Customer daily by the close of business on the banking day following the day on which the report, journal or other material evidencing the output of the Services is rendered. Customer must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of Customer to promptly report errors within such specified time shall preclude Customer from asserting the error, discrepancy or any loss caused by the error against the Bank.

1.17 Checks and Other MICR Documents. Customer shall purchase all checks and other Magnetic Ink Character Recognition (“MICR”) documents from vendors selected or approved by Bank. In the event that Customer selects its own vendor for checks or other MICR documents, Customer must contact Bank to obtain the proper check specifications. If Customer encodes the amount or other information on checks, deposits or other items in magnetic ink, Customer warrants that the information encoded is accurate and correct. In the event that the information is not encoded correctly, Bank shall have no liability for any loss, claim, action, or expenses, including reasonable attorneys’ fees, arising out of such error.

1.18 Remotely Created Checks. If Customer uses a Service wherein Customer creates or deposits a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, Customer warrants to Bank that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

1.19 Payment for Services and Processing Time Cutoffs. Customer agrees to pay Bank the charges for the services provided in connection with this Booklet, as may be set forth from time to time in the Appendix A- Treasury Management Service and Fee Schedule contained within this Booklet.

Customer authorizes Bank to deduct any charges for the services from any account Customer has with the Bank, even if such deductions cause an overdraft in the account. Should Customer fail or refuse to pay any charges under this Booklet, Customer agrees to pay all collection costs (including reasonable attorney’s fees) which may be incurred by Bank. Bank shall have the right to increase or decrease any charges imposed for the Services.

In addition to the Service fees, Customer agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Booklet, and/or the software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties.

Processing time cut-offs (the “Cutoff Time” or “cutoff”) are as described in Appendix A Treasury Management Fee and Service Schedule contained within this Booklet. The particular transaction described therein must be completed and transmitted, in full, to Bank before the designated time in order for the transaction to be processed by Bank on that Business Day. The processing time cutoffs are subject to change with publication by Bank.

1.20 Security Interest. Customer acknowledges and agrees that if Customer has granted (or at any time during the term of this Agreement grants) Bank a security interest in its assets to secure its performance of other obligations to Bank, then any such security interest also secures Customer’s payment and performance of its obligations herein.

1.21 No Obligation to Lend Money. Customer and Bank covenant and agree that nothing in this Booklet shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Customer even if the Services rendered are in conjunction with a line of credit or even if the Service terms and conditions or the Operating Instructions make reference to a line of credit. Customer represents and warrants to Bank that it understands and acknowledges that this Booklet does not create any right to borrow funds from Bank and that Bank has no obligation to lend funds to Customer in providing the Services that are the subject of this Booklet. In the event that Bank shall perform a Service for Customer that creates an overdraft on the Customer’s account(s) such action(s) by Bank will not establish a course of dealing or conduct between the parties that would require Bank to perform any subsequent Service which would also create an overdraft.

1.22 Stop Payment Orders. Unless otherwise specified in the Service terms and conditions or Operating Instructions, any stop payment order which Customer wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank’s normal stop payment procedures for other accounts in effect at that time. There may be fees charged to place a Stop Payment Order Online. Fees are listed in Appendix A Treasury Management Fee and Service Schedule contained within this Booklet.

1.23 Bank Shall Not Examine Items. Customer acknowledges and agrees that Bank will not examine checks, drafts and other items issued by Customer or payable to Customer and received by Bank and processed in conjunction with the Service rendered by Bank. Therefore, legends and other instructions placed on items by Customer or other parties, such as, but not limited to, “not valid over \$500,” “void after 90 days,” “full accord and satisfaction,” shall not be discovered by Bank, shall not be binding on Bank and shall not be enforceable against Bank. Likewise, Bank shall not discover alterations, postdated checks, stale dated checks, number of required signatures on checks, or discrepancies

between the amount of the check or item as written in numbers and words, or other irregularities on the face of the check or item. Customer further acknowledges and agrees that Bank shall not be liable to Customer for any loss that Customer may suffer as the result of Bank's processing items containing such legends, instructions, irregularities or signature requirements.

1.24 Privacy and Confidentiality.

a. Privacy Policy. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

b. You agree to hold confidential and to use only in connection with the Service provided under this Booklet and any applicable Service Section all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Booklet, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Booklet and any applicable Service Section or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Booklet.

1.25 Notices. Any notice or other communication required or permitted to be given under this Booklet to Customer may be delivered or sent by U.S. Mail or private courier to the address provided below, by electronic delivery to the email address on file for Customer, or any other method allowed by law, and unless otherwise provided herein, such notices shall be deemed given to Customer when sent.

Any written notice required or permitted to be given under this Booklet to Bank may be delivered or sent by U.S. Mail to Bank at the following address:

Blackhawk Bank
Attention: Business Banking Treasury Management
P.O. Box 719
Beloit, WI 53511-0719

Except as otherwise stated herein, any such notices to Bank shall be deemed given when received. For any other communication, questions or issues where written notice is not required by this Booklet, you may contact the Bank by calling (800) 209-2616, or by email at **TreasuryManagement@BlackhawkBank.com**, unless another address is substituted by notice delivered or sent as provided herein.

1.26 Limitation of Liability and Indemnification. Without limitation on any similar provisions set forth in the terms and conditions for each Service, Customer agrees:

a. THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE EVEN IF CUSTOMER, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO CUSTOMER UNDER THIS BOOKLET SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITING THE FOREGOING, BANK SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF CUSTOMER OR CUSTOMER'S AGENTS OR OF ANY THIRD PARTY, INCLUDING BANK'S VENDOR, ANY FEDERAL RESERVE BANK, ANY COURIER SERVICE, THE NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION ("NACHA"), ANY TRANSMISSION OR COMMUNICATIONS FACILITY, OR ANY OTHER THIRD PARTY INVOLVED WITH THE SERVICE. NO SUCH THIRD PARTY SHALL BE DEEMED BANK'S AGENT. SUBJECT TO THE LIMITATIONS IN THIS BOOKLET AND UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY DAMAGES OR OTHER COMPENSATION DUE CUSTOMER IN CONNECTION WITH THIS BOOKLET OR THE SERVICE SHALL BE LIMITED TO THE LESSOR OF: (A) CUSTOMER'S ACTUAL AND DIRECT DAMAGES, (B) THE AMOUNT OF THE TRANSACTION TO WHICH THE ERROR, OMISSION, OR OTHER DISCREPANCY RELATES, OR (C) THE AMOUNT OF FEES RECEIVED BY BANK UNDER THIS BOOKLET FOR THE SERVICE FOR WHICH THE CLAIM IS MADE DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

c. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES SHALL BE AT CUSTOMER'S SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

d. EXCEPT AS EXPRESSLY SET FORTH IN THIS BOOKLET, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS BOOKLET OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

e. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CUSTOMER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

f. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS BOOKLET, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

g. WITHOUT LIMITATION ON THE FOREGOING, CUSTOMER AND NOT BANK, WILL BE RESPONSIBLE FOR ALL CLAIMS OF ANY SORT BY THIRD PARTIES OR OTHERS ARISING OUT OF THIS BOOKLET, INCLUDING ALL LOSSES AND EXPENSES INCURRED BY BANK ARISING OUT OF CUSTOMER'S FAILURE TO REPORT REQUIRED CHANGES, TRANSMISSION OF INCORRECT DATA TO BANK, OR FAILURE TO MAINTAIN COMPLIANCE WITH THE LAWS, REGULATIONS AND RULES. WITHOUT LIMITING OR SUPERSEDING ANY LIMITATION OF LIABILITY PROVISIONS IN THE TERMS AND CONDITIONS GOVERNING EACH SERVICE, AND EXCEPT FOR THOSE LOSSES CAUSED DIRECTLY BY BANK'S GROSS NEGLIGENCE OR TO ACT IN GOOD FAITH, CUSTOMER AND NOT BANK, SHALL BE RESPONSIBLE FOR ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES ARISING FROM OR RELATED IN ANY WAY TO (I) ANY SERVICES PERFORMED IN CONNECTION WITH THIS BOOKLET, (II) BANK'S ACTION OR INACTION IN ACCORDANCE WITH OR RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON REASONABLY BELIEVED BY BANK TO BE AN AUTHORIZED REPRESENTATIVE OF CUSTOMER OR AUTHORIZED USER, (III) CUSTOMER'S BREACH OF ANY OF CUSTOMER'S COVENANTS, AGREEMENTS, RESPONSIBILITIES, REPRESENTATIONS OR WARRANTIES UNDER THIS BOOKLET, AND/OR (IV) CUSTOMER'S BREACH OF APPLICABLE LAWS, RULES OR REGULATIONS.

h. IN THE PERFORMANCE OF THE SERVICE, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION PROVIDED BY CUSTOMER, IRRESPECTIVE OF THE ACCURACY OR COMPLETENESS THEREOF, AND MAY RELY ON THE TERMS AND CONDITIONS OF THIS BOOKLET. BANK SHALL NOT BE RESPONSIBLE FOR PERFORMING ANY

SERVICE NOT EXPRESSLY CONTRACTED FOR IN WRITTEN AGREEMENT WITH BANK.

i. BANK SHALL NOT BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF TRANSFEREE INSTITUTIONS AND THEIR PERSONNEL WHO ARE NOT AGENTS OF BANK. BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM CUSTOMER) OR THOSE OF ANY OTHER PERSON AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT.

j. CUSTOMER HEREBY RELEASES BANK FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM, OR RELATED TO, ANY COMPUTER VIRUS, UNAUTHORIZED INTRUSION OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH USING ELECTRONIC MAIL, THE INTERNET OR THE CUSTOMER EQUIPMENT.

k. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BANK, AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY ACTIONS, CAUSES OF ACTIONS, CLAIMS, DAMAGES, LOSSES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) RESULTING FROM OR ARISING OUT OF OR RELATED TO, WITHOUT LIMITATION (A) THE ACTS OR OMISSIONS OF CUSTOMER OR ITS EMPLOYEES OR AGENTS INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF ANY WARRANTY OR FAILURE TO COMPLY WITH THIS BOOKLET; (B) ANY MISUSE OF THE SERVICE BY CUSTOMER, OR ITS EMPLOYEES OR AGENTS; (C) THE FAILURE OF CUSTOMER OR ITS AGENTS OR EMPLOYEES TO COMPLY WITH APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS; (D) ACTIONS BY THIRD PARTIES, SUCH AS AN INTRODUCTION OF A VIRUS, THAT DELAY, ALTER OR CORRUPT THE TRANSMISSION OF INFORMATION TO BANK; AND (E) CUSTOMER'S BREACH OF ANY OF CUSTOMER'S OBLIGATIONS UNDER THIS BOOKLET OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND BANK.

l. IN THE EVENT OF ANY LOSS SUSTAINED BY CUSTOMER WHICH IS NOT OTHERWISE EXCLUDED FROM LIABILITY AND ARISES OUT OF ANY MISDIRECTED OR UNAUTHORIZED PAYMENTS OR TRANSFERS RESULTING FROM EITHER GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY BANK, BANK'S LIABILITY SHALL BE LIMITED TO THE RETURN OF THE IMPROPERLY REMOVED OR TRANSFERRED FUNDS TO THE DESIGNATED ACCOUNT FROM WHICH THEY WERE REMOVED TOGETHER WITH INTEREST THEREON IN AN AMOUNT EQUAL TO THE INTEREST WHICH COULD OTHERWISE HAVE BEEN EARNED ON THE FUNDS MADE UNAVAILABLE TO CUSTOMER COMPUTED ON A DAILY BASIS AT THE FEDERAL FUNDS RATE IN EFFECT AT THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED.

m. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, BANK SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL. IN ADDITION, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN BANK'S HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN BANK'S REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY.

1.27 Bank's Obligation; Attorneys' Fees. Bank's liability related to any Services shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether such losses or damages arise from tort, contract or otherwise. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Booklet and any applicable Service Section or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Booklet and any applicable Service Section. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

a. Access. We will not be liable under this Booklet for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

b. Your Computer Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Explorer®, Mozilla Firefox®, Safari®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken®, QuickBooks or otherwise) or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Blackhawk Bank's Online Banking Service.

c. Any Transaction or instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Booklet and any applicable Service Section or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

1.28 Compliance with Laws, Rules, and Regulations. Customer agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Customer further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, NACHA and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

1.29 Prohibited Transactions. Customer agrees not to use or attempt to use the any Service (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Booklet. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of any Service for transactions and activity that is impermissible or prohibited under the terms of this Booklet; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Booklet.

1.30 Relationship of Parties. Customer and Bank acknowledge and agree that the relationship of Bank and Customer is that of an independent contractor and that this Booklet does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

1.31 Force Majeure. The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Booklet which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by Customer or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

1.32 Reimbursement. Any reimbursement by Bank for any liability hereunder may be made either directly to Customer or by adjustment of the aggregate ledger and collected balances of Customer's Accounts.

1.33 Indemnification. In addition to other indemnification and liability provisions elsewhere in this Booklet, Customer will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Booklet, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with the laws, regulations and rules. Without limiting or superseding any of the indemnification provided to Bank in the Service terms and conditions provided herein, except for those losses caused directly by Bank's gross negligence or willful misconduct, Customer agrees to indemnify and hold Bank, its officers, directors, shareholders, agents, employees and affiliates, and their respected officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Booklet, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer or Authorized User, (iii) Customer's breach of any

of Customer's covenants, agreements, responsibilities, representations or warranties under this Booklet, and/or (iv) Customer's breach of applicable laws, rules or regulations.

1.34 Termination. Customer and Bank have the right to terminate this Booklet or any Service without cause upon ten

(10) days advanced written notice to either party. Such notice sent by Customer to Bank shall be sent to the address described in Section 1.25 contained herein. Such notice by Bank to Customer may be sent to the address provided in Section 1.25. Such termination shall not be effective until it is actually received and acknowledged by Bank. Since the service cancellation request can take several days to process, Customer should cancel all outstanding payment or transfer orders or other pending transactions, in addition to notifying Bank of its desire to terminate the Service. Bank will not be liable for payments, transfers, or other transactions not cancelled or payments, transfers or transactions made due to the lack of proper notification by Customer of the Service termination or discontinuance for any reason. Bank reserves the right to terminate or suspend Customer's use of the Service in whole or in part at any time with or without notice. Upon termination, Customer shall return all software, hardware, storage media, procedures manuals, and all other property of the Bank. In the event of termination or suspension by the Bank or by the Customer, the Customer shall remain liable for all charges incurred through the date of termination. All substantive and procedural provisions hereof relative to liabilities of the parties shall survive any termination of this Booklet.

Notwithstanding the foregoing, Bank may terminate this Booklet and the Services immediately without written notice to Customer if: (a) Customer ceases to conduct business in the ordinary sense, (b) Customer fails to perform or comply with any of the terms or conditions of this Booklet or the Service terms and conditions contained herein, or defaults under any other agreement between the Bank and Customer, (c) if any proceeding for voluntary or involuntary bankruptcy, insolvency, or similar proceedings is commenced by or against Customer, (d) if any Security Procedure is believed to be compromised or not being followed, or Bank believes fraudulent activity is occurring.

1.35 Suspension of Services. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend any Service, in whole or in part, at Bank's sole discretion and with or without notice to Customer.

1.36 Arbitration and Waiver of Jury Trial. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES ("THE ARBITRATION RULES"). IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE- ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS MASTER AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN BELOIT, WISCONSIN, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.

1.37 Governing Law. The rights and obligations of the parties to this Booklet shall be governed by the law of the state of Wisconsin.

1.38 Fraud Detection. If you do not select to use the fraud detection or prevention processes, procedures, and systems that we have offered to you, such as the Positive Pay service, Positive Payee Name Validation, ACH Positive Pay, or ACH Blocks, you agree that you are precluded from making a claim that a transaction that could have been detected or prevented through the use of the Service, is not authorized and you further agree that Bank shall not be liable to you for any such transaction.

1.39 Miscellaneous Provisions.

- a. **Headings.** The headings and captions contained herein are included only for convenience of reference and do not define, limit, explain, or modify this Booklet or its interpretation, construction, or meaning.
- b. **Severability.** The holding of any provision of this Booklet as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Booklet, which shall remain in full force and effect.
- c. **Waiver.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of Customer shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- d. **Binding Effect.** This Booklet shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- e. **Incorporation by Reference.** The Enrollment Form or online screen instructions (including the Services and their respective Operating Instructions), as amended from time to time pursuant to the provisions hereof, shall be deemed incorporated herein by reference thereto and shall become a part of this Booklet as if fully set forth herein.
- f. **Entire Agreement.** This Booklet constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Booklet.
- g. **Transfers and Assignments.** Customer cannot transfer or assign any rights or obligations under this Booklet without Bank's written consent. Bank may assign its rights and delegate its duties under this Booklet to a Customer affiliated with Bank or to a third party.
- h. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Booklet, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
- i. **Records.** All Entries, security procedures and related records used by Bank for transactions contemplated by this Booklet shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.
- j. **Recording and use of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Booklet may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.
- k. **Construction.** This Booklet is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Booklet, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.
- l. **"Business Day"** as used throughout this Booklet shall mean Monday through Friday excluding Federal Holidays. Federal Holidays are listed in the Appendix A - Treasury Management Fee and Service Schedule contained within this Booklet.
- m. **Use of Trademarks.** Customer may not use Bank's name or trademarks without the express written consent of Bank. If Customer is permitted to use any of Bank's name, trademarks or promotional materials, Customer will not indicate, directly or indirectly, that Bank endorses, or is connected in any way with, any of Customer's goods or services.
- n. **Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with this Booklet. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus, we recommend you do not send confidential personal or financial

information by e- mail. There may be times when you need to speak with someone immediately (especially to report

a lost or stolen Password, or to stop a payment). In these cases, do not use e-mail. Instead, you should call us at the number provided in Section 1.25 of this Booklet.

o. Hours of Operation. Our representatives are available to assist you from the hours of 8:00 AM to 6:00 PM Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 1.25 of this Booklet.

p. Ownership of Website. The content, information and offers on our website are copyrighted by us and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Booklet, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Blackhawk Bank Online are the trademarks, service marks or logos of Bank, or others as indicated.

q. Web-linking Practices. Bank may provide access to information, products or services offered on other third-party web sites. The Bank is not responsible for, nor does it control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, 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 the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

r. Geographic Restrictions. The Services described in this Booklet and any Enrollment Form for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and/or residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America. The Bank may at its discretion and as part of its Policies establish Geographic Restrictions for certain Products or Services.

PART II: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SERVICES

SECTION ONE: BLACKHAWK BANK BUSINESS ONLINE BANKING SERVICE

This Section One governs Customer's use of the Blackhawk Bank Online Banking Service. Bank, in its sole discretion, may not permit Customer to use Blackhawk Bank Online Banking Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of Blackhawk Bank Online Banking Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate Blackhawk Bank's Online Banking Service. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

1.1 Definitions. The following terms and definitions apply when used in this Agreement.

"Access Device" means access equipment, including but not limited to a personal computer or a Mobile Device that meets the requirements for use of the Service.

"Access Device System" means all software, hardware, Access Devices or other equipment necessary to access the Services.

"Account" or "Accounts" means one or more checking, savings, money market deposit or loan accounts that you have with us.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

"Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with Blackhawk Bank Online Banking Service.

"Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered through Blackhawk Bank Online Banking Service.

"Bill Payment" or "Payment" means the remittance of funds, initiated through Blackhawk Bank Online Banking Service, from a Bill Payment Account to a Payee.

"Bill Payment Cutoff Time" Found in Appendix A - Treasury Management Service and Fee Schedule and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.

"Blackhawk Bank Online Banking Service" "Online Banking," or "Service" means the service(s) described in this Agreement.

"Business Day(s)" means Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

"Deposit Account Agreement" has the meaning provided in Part I, Section 1.2.

"EFTPS" shall mean the Electronic Federal Tax Payment System provided by the U.S. Department of the Treasury.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Enrollment Form" means the Blackhawk Bank Enrollment Form for business customers.

"Funds transfer" or "Transfer" means a transfer of funds, initiated through Blackhawk Bank Online Banking Service, from one eligible account to another.

"Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

"Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of Blackhawk Bank Online Banking Service.

"Payee" means any individual, financial institution, educational institution, Customer, merchant or other entity you wish to pay using Blackhawk Bank Online Banking Service.

"Payment Instruction" means the information provided by you to us for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"PC" means personal computer (including any personal data assistant or other wireless access device) that meets the

requirements for use of Blackhawk Bank Online Banking Service.

“Security Code” means user ID and Password.

“Scheduled Payment Date” means the Business Day of your choice upon which your bill payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day).

“Transfer Day” means Monday - Friday, from 7:01 PM the previous Business Day to 7:00 PM, Central Time (Standard or Daylight) and is applicable to Transfers. Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

1.2 Setup and Use of Blackhawk Bank Online Banking Service; Eligibility. You must have at least one eligible deposit or loan account with us. If you have more than one Account, under common ownership and tax identification number, we will “link” the Accounts together. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. “Eligible Accounts” include the following: (a) Checking (Demand Deposit) Accounts, (b) Savings Accounts, (c) Money Market Accounts, (d) Loans, and (e) Certificates of Deposit.

1.3 Access. Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Part I, Section 1.14. Use of Blackhawk Bank Online Banking Service after the effective date of such changes will constitute your consent to the changes.

1.4 Online Access Services.

a. Products and Services Offered.

Customer may use Blackhawk Bank Online Banking Service to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your “current” account balance is generally current as of 9:00 AM Central Time (Standard or Daylight) of each Business Day, but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts, if approved.
7. Access a variety of tools and services within Blackhawk Bank Online Banking Service to help you better manage your finances. This includes account aggregation, bill analyzer, budget tools, and other tools to help manage your accounts. These tools and services are explained within Blackhawk Bank Online Banking Service.
8. Issue stop payment orders (excludes paper checks issued via the Bill Payment Service).
9. View/Print copies of your eStatements for the last 18 months.
10. Originate ACH entries.
11. Make Wire Transfers.
12. Deposit Checks.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us.

b. Additional Services. Additional services may be included in an update to this Agreement to notify you of the existence of any new services available through Blackhawk Bank Online Banking Service. Information about new services may be obtained from our website at www.blackhawkbank.com. By using these services when they become available, you agree to be bound by the Terms and Conditions contained in this Agreement or separate agreements covering these services.

c. Restrictions; Limits. In most cases you may use Blackhawk Bank Online Banking Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any

time and from time to time in its sole discretion, may deny Blackhawk Bank Online Banking Service account access, restrict Blackhawk Bank Online Banking Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

d. **The Bank's Rejection of Banking Services Requests.** We shall have the right, but not the obligation, to reject any request transmitted via Blackhawk Bank Online Banking Service if the request was incomplete or inaccurate in any respect, if the request involves a transfer of funds from an Account in which there are insufficient available funds to cover the request or if the request was not made by you. Should we, at our sole option, elect to honor a transfer request against insufficient available funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees, interest and charges that may be assessed against your Account.

e. **Third Party Providers.** The Bank may, at its option and consistent with common industry practice, subcontract or outsource certain functions relating to the Bank's provision of Blackhawk Bank Online Banking services to one or more affiliated or non-affiliated third party providers ("**Third Party Provider**"), including, but not limited to, data and content providers, technology vendors and data processors, and that both the Third Party Provider and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Third Party Provider is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Third Party Provider is responsible for the actions or omissions of the other. The Bank shall not be responsible for any losses, liabilities, or damages caused by the acts or omissions of any Third Party Provider or its employees, agents, contractors, information providers or other suppliers, or affiliates.

1.5 Additional Information about the Services.

a. **Account Access.** Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the previous Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

b. **Processing Fund Transfers.** We can process a Transfer until 7:00 PM Central Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day. A unique reference number is assigned for each Transfer request you make, regardless of whether the Transfer is successful or unsuccessful.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

c. **Canceling Transfers.** You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

d. **Transfer(s) from Savings/Money Market Deposit Accounts.** The Bank may limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You may be limited to six (6) preauthorized electronic fund transfers per calendar monthly statement cycle. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

e. **Electronic Communications and Notifications.**

1. **E-Mails.** You agree to keep the Bank apprised of your current email address in accordance with the Bank's standard Blackhawk Bank Online Banking Service enrollment and maintenance procedures. You may communicate non-sensitive information electronically to the Bank by sending messages via Blackhawk Bank Online Banking Service email feature. Similarly, the Bank may communicate non-sensitive information electronically to you via email. Email sent to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately (e.g., to stop payments, to report a lost or stolen Device or to report unauthorized use of your Account), you must contact the Bank as provided in Section 1.25 of Part I of this Booklet. We will retrieve

your email messages periodically during each Business Day and we will try to respond to your email messages as soon as reasonably practicable. It is your responsibility to verify that all email messages sent by you are received by us. Email should not be used for the transmission of any confidential information, including, without limitation, account numbers, User IDs and Passwords, and not to give instructions to change or confirm your User IDs or Passwords via email. The Bank will not send you email requesting confidential information such as User IDs or Passwords. If you receive such an email purportedly from the Bank, do NOT respond to the email and notify the Bank as provided in Section 1.25 of Part I of this Booklet.

2. Account Notifications/Alerts. You may have the ability to set up an “Account Notification”, which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Notification when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Notification. Account Notifications do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Notification is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address up to date, using the Service.

1.6 Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Blackhawk Bank Online on the same business day as an Blackhawk Bank Online transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Blackhawk Bank Online transfer to be made, then the electronic funds transfer will have priority and the Blackhawk Bank Online transfer will be refused or will result in an overdraft on your account. This is at the Bank’s sole discretion.

1.7 Your Responsibility. You are solely responsible for all transactions you authorize using Blackhawk Bank Online, including transfers and bill payments you initiate using Blackhawk Bank Online, the timeliness, accuracy and completeness of any instruction and information entered by you in connection with any provision of Blackhawk Bank Online. Furthermore, you are solely responsible for naming and duly authorizing any other persons that you would like to be able to use Blackhawk Bank Online, specifying those Accounts to which any such persons shall have access and monitoring all such persons’ use of Blackhawk Bank Online. If you permit other persons, or other entities, to use Blackhawk Bank Online or your Devices, you are responsible for any transactions they authorize using Blackhawk Bank Online. The Bank shall have no responsibility for maintaining any records regarding the identity of your authorized persons or of the Blackhawk Bank Online services to which each such authorized person has access.

You understand and agree that you are solely responsible for the risks associated with the designation of any authorized persons, including the loss, theft or other compromise of their Devices and their unauthorized use of Blackhawk Bank Online. You agree to notify the Bank immediately in the event you believe that a Device has been compromised or that unauthorized Blackhawk Bank Online transactions have occurred.

We may from time to time provide you with information in written or electronic form concerning Blackhawk Bank Online and related matters (the “Materials”). The Materials are the Bank’s property and are confidential and proprietary and you may not modify, duplicate or make the Materials available to any third party by any arrangement, without our prior written consent. We will provide the Materials to you on an “as is, as available” basis and we make no warranties, express or implied, with respect to the Materials, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may use the Materials exclusively for the purpose of accessing and using Blackhawk Bank Online.

1.8 EFTPS. If you are enrolled in and elect to use the EFTPS Service, you may use Blackhawk Bank Online to instruct us to prepare and submit federal tax payments (via the Federal Reserve Banks’ Treasury Tax & Loan Program) to the United States government on your behalf, with the amount of such payments to be deducted from an Account designated by you, provided that the Account has sufficient available funds to cover such payments.

1.9 Any Transaction or instruction. We will not honor a request for a Transfer if: (i) it exceeds your collected and available funds on deposit with the Bank; (ii) it is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe it may not be authorized by you; (iv) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) it is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

a. Stop Payment Orders. Unless otherwise specified in any applicable Service Section or Operating Instructions, any

stop payment order which Customer wishes to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Bank's normal stop payment procedures and provisions for other accounts in effect at that time. Customer acknowledges that a Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by Customer. Any Stop Payment Request for ACH debits or paper drafts must be placed at a Bank branch office location. If Customer has elected to issue stop payment orders via Blackhawk Bank Online, the following provisions shall apply:

- b. You have requested us to provide Stop Payment Services under Blackhawk Bank Online to enable you to electronically issue stop payment entries ("Stop Payment Request"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.
- c. You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.
- d. You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Bank is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.
- e. Stop Payment Requests that we receive prior to 7:00 PM Central Time on a Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.
- f. The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Blackhawk Bank Online at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.

1. You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.

2. You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof

1.10 Mobile Banking Service. If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

a. Description of the Mobile Banking Service. Mobile Banking Service refers generally to any service allowing an existing Bank customer to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer ("**Accounts**") from a web-enabled mobile phone or device ("**Mobile Device**") whose network allows secure SSL traffic and supports Wireless Application Protocol (WAP) browsers. We do not guarantee the functionality of the Service on all wireless devices; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances,

view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that these services may be provided by an independent third-party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

b. Service Included.

- The Service is similar to Blackhawk Bank Online on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of Blackhawk Bank Online, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
- If you have signed up for Bill Pay Service, the Service allows you to pay bills to payees.
- If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of Blackhawk Bank Online. New Alerts cannot be setup through a Mobile Device.
- If you have signed up for Mobile Remote Deposit Capture, you can transmit the image of a check to us for deposit to your account.
- From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

Notwithstanding any other provision in this Booklet, Customer understands and agrees that it is the Bank’s policy that the Mobile Banking Service shall not be used to transmit or send Wire Transfers or ACH Files (the term “File” being defined in the NACHA Rules, as defined below) to Bank; provided, however, the Mobile Banking Service may be used to verify, approve or release Wire Transfers and ACH Files to the Bank. Customer represents and warrants to Bank that Customer shall not initiate any Wire Transfers as contemplated in Part II, Section Four of this Booklet or any ACH Files as contemplated in Part II, Section Three of this Booklet, regardless of whether such functionality is available through a Mobile Device.

c. Eligibility/How to Register for Mobile Banking Service. To use the Service, you must have an open account at the Bank, register for Blackhawk Bank Online, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using the browser on your Mobile Device. During this registration process, you will be required to provide your Security Code that you must use each time you access the Service.

d. Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

e. Physical and Electronic Security. Because the Mobile Banking Service is similar to Blackhawk Bank Online on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your

information is the subject of a security breach as required by applicable law.

f. Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

g. Processing Internal Fund Transfers. We can process a Transfer until the designated cutoff time found in Appendix A- Treasury Management Service and Fee Schedule of this Booklet. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

h. Cancelling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use Blackhawk Bank Online and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

i. Transfers from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement cycle without regard to whether the Transfers are made using your personal computer or Mobile Device. Each fund transfer through the Service from your savings or money market deposit account is counted as one of the six (6) transfers permitted each monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts. An excess withdrawal fee designated in our Schedule of Fees will be assessed each statement cycle that you exceed the six allotted transactions.

j. Bill Payment Service and Transfers. If you have signed up for Blackhawk Bank Online, you can use this Service to initiate one-time immediate bill payments, which will be processed during the next bill pay processing time. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. Please refer to the Blackhawk Bank Online Service Section of this Agreement for the procedures that must be followed to perform these functions. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit. Other than the functions previously described that must be performed through Blackhawk Bank Online, Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with Blackhawk Bank Online.

k. Confirmation. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.

l. No Fees to Access Mobile Banking Service. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

m. Export Control and International Use. The United States controls the export of products and information containing encryption (“**Controlled Technology**”). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations (“**EAR**”). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from

locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

n. **Proprietary Rights.** Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

o. **Your Mobile Device and Your Software.** We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser (Internet Explorer Mobile®, Safari®, Mozilla Firefox,™ or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Quickbooks or any equipment you may use to access or communicate with the Service.

p. **Area of Service.** The Services described in this Agreement are solely offered to citizens and/or residents of the United States of America and may not be accessed while outside of the United States of America.

q. **Program Revisions.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

1.11 *Mobile Remote Deposit Service. If provided by the Bank, you may select the Mobile Deposit Service and upon approval by the Bank to use the Mobile Remote Deposit Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Bank's Mobile Deposit Service ("**Mobile Deposit Service**") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

a. **Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("**images**") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as a user by the Full Administrator of the Treasury Management Services.

b. **Limits.** We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Bank reserves the right to change the limits. Any such change shall be effective immediately.

c. **Provisional Credit and Funds Availability.** Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "**Provisional Credit**" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified.

d. **Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted by the state of Wisconsin. List of prohibited checks that you may not deposit:

- Checks payable to someone other than the owner of the account into which they are being deposited
- Third party checks made out to someone else and signed over to you or your business

- Checks containing unauthorized alteration
- Checks that are fraudulent
- Checks payable jointly, unless deposited into an account held by all payees
- Checks that were previously converted to a substitute check
- Checks that were previously deposited but returned unpaid
- Checks drawn on a financial institution located outside of the United States
- Checks not payable in United States currency
- Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit
- Remotely created checks (sometimes called demand drafts)
- Checks payable to “Cash”
- Money Orders
- Traveler’s Checks

(Checks described above are each a **“Prohibited Check”** and, collectively, **“Prohibited Checks”**). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank’s written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

a. Requirements. Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include your signature and the restrictive endorsement “For Mobile Deposit Only at Blackhawk Bank.” You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

b. Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before the cutoff time set forth in Appendix A-Treasury Management Service and Fee Schedule, or as otherwise established by the Bank, from time to time, on a business day that the Bank is open. A Mobile Deposit that is received after the cutoff time shall be deemed to have been received on the business day following the business day on which the Mobile Deposit is actually received by Bank. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of “pending” does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive email of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

c. Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit,

mark the Check as having been deposited. You agree to securely store the original Check for a period of thirty (30) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper-based item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

d. Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

e. Returned Deposits. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

f. Your Warranties. You make the following warranties and representations with respect to each image:

1. Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
2. Image Quality. Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
3. Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
4. No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s); further, you will place the following restrictive endorsement on each Check: For Mobile Deposit Only to Blackhawk Bank;
5. No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
6. Information. All information provided by you to Bank is true, complete and accurate;
7. Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
8. No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
9. Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
10. Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

11. Indemnity. You agree to indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

g. Indemnification and Liability; Third Party Claims. You hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (b) (i) Bank's provision of the Service, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct

SECTION TWO: BILL PAYMENT SERVICE

If offered by the Bank, this Section Two governs Customer's use of the Bill Payment Service. Bank, in its sole discretion, may not permit Customer to use the Bill Payment Services until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Bill Payment Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank. Bank offers the Bill Pay Service subject to the terms and conditions of this Service Section only in association with the accounts maintained by Customer with Bank for which Blackhawk Bank Online has been established.

To utilize the Bill Pay Service, Customer must be enrolled in and remain an active participant in Blackhawk Bank Online. Customer agrees that by using the Bill Pay Service offered herein and/or executing the Enrollment Form, Customer has read and agrees to all terms, conditions, and provisions of the Booklet, the Enrollment Form and Part II, Section One pertaining to Blackhawk Bank Online, as well as the terms and conditions pertaining to the Designated Accounts (as defined below). This Section Two sets forth the terms and conditions of the Bill Pay Service.

For purposes of this Section Two the deposit accounts designated on the Enrollment Form from which a Bill Payment will be made, as same may be amended or replaced from time to time, shall be referenced herein collectively as the "**Payment Accounts**" and individually as a "**Payment Account**."

2.1 Bill Payment Service. We are offering you the Bill Payment Service through one or more "Service Providers" that we have engaged to process your Bill Payment transactions on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Any information you provide may be used by us or any of the Service Providers to complete or otherwise deal with your transactions or comply with any laws, rules or regulations. If there is a dispute between you and us, or either of us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any bill payment), you authorize us to obtain information regarding you, your account and your bill payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include your financial and other information.

2.2 Access to Bill Payment. To gain access to Bill Payment, you must sign on to Blackhawk Bank Online by entering your Online Banking ID and Password on the Bank's web page. Select an option under "Bill Pay" from Blackhawk Bank Online menu. To use Bill Payment, you must provide information online to us to identify your Payees. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as

directed by Bill Payment screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a payment instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

2.3 Available Funds. Customer must ensure that it has funds on deposit in the selected Payment Account in amounts sufficient to pay for any payment request, as well as any other payment obligations Customer has to the Bank. The Bank reserves the right, without liability, to reject or reverse a bill payment if Customer does not have sufficient funds in the selected Payment Account to pay the payment request. Customer further agrees that Bank, in its sole discretion, may charge any of Customer's accounts with the Bank to cover such payment obligations even if such charge may create an overdraft for such account and Bank may assess the appropriate overdraft fees. If we elect to make a Bill Payment that creates an overdrawn balance, you agree to deposit sufficient available funds to cover the overdraft into the Payment Account or other account by the close of that Business Day. Any overdraft existing at the close of a Business Day is immediately due and payable without notice or demand. If we elect to make a Bill Payment that creates an overdraft in your account on one or more occasions, we are not obligated to do so in the future.

2.4 Single or Recurring Payments. You will be able to set up the following types of bill payments: (a) **Single Payment:** You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date or on the same day that you enter the Payment Instruction, provided you enter the Payment Instruction by the Cutoff Time. (b) **Recurring Payment:** You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually, or annually. If the Scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the 28th day of February.

2.5 Payment Confirmation. You will be presented a confirmation number for each payment you schedule using Bill Payment. This number is available on the Personal Payment Schedule prior to the scheduled Payment Date and on the Payment History screen under the Bill Payment menu if you need to refer to it in the future. The confirmation number will help us resolve any questions you may have concerning your transactions. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same date for the same amount as previously scheduled. A duplicated payment is different from a Recurring Payment. A Recurring Payment is scheduled for the same amount to the same Payee on a recurring schedule. The amount of any Single Payment or Recurring Payment shall not exceed the limits defined in the enrollment form. In addition, a Single Payment to a Payee must be "In Process" (hereinafter defined) before an additional Single Payment can be scheduled to the same Payee.

2.6 Payment Remittance. While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately 3-5 Business Days after your selected Schedule Payment Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than seven (7) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Payment on the next Business Day. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of the Business Days between the Recurring Payment date and the bill's actual due date. You will bear the responsibility for any and all late charges or penalties assessed by the Payee for Bill Payments not received or not received in a timely manner.

We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Payment because of the existence of any one or more of the following circumstances: (1) if, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed any overdraft limit that may be available on your account; (2) Bill Payment or Blackhawk Bank Online is not working properly and you know or have been advised by us about the problem before you execute the transaction; (3) the Payee mishandles or delays the payment sent by us; (4) you have not provided us with the correct name, address, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Payment Application, or you have otherwise provided incomplete Payment instructions; or (5) circumstances beyond our control (such as, but

not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transactions and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

2.7 Prohibited Payments. The following payments are prohibited though Bill Payment: (a) Tax payments and other governmental fees; (b) Court ordered payments, alimony and child support payments; and (c) Payments to payees outside of the United States.

2.8 Cancellation of a Scheduled Payment. A bill payment is a “Scheduled Payment” starting from the time you enter Payment Instructions until the payment is “Processed”. A bill payment is “Processed” starting at the Cutoff times on the Scheduled Payment Date. You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within Blackhawk Bank Online and Bill Payment. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment History.

We may not have a reasonable opportunity to act on any stop payments or cancellation order given after the payment is “Processed”. If you desire to cancel or stop any payment that has been processed, you must call the telephone number provided in Section 1.25 of Part I of this Booklet. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. Stop payment requests sent to us via electronic mail or in any other manner may not reach us in time for us to act on your request. The charge for each stop payment order will be the then current charge for such service, as amended from time to time.

2.9 Payment Methods. Once your scheduled bill payment is “Processed,” we will relay your payment information to a third-party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor’s sole discretion: (1) by electronic funds transfer; or (2) by mailing your Payee a check drawn on your Payment Account. The time when your scheduled bill payment is debited from your Payment Account is based on the payment method: (1) an electronic funds transfer will be debited from your Payment Account on the date the payment is schedule, or (2) a check payment will be debited to your Payment Account on the date the check is received by Bank.

2.10 Automated Clearing House Entries. Electronic payments that are made by ACH are subject to the ACH Rules, and you agree to be bound by the ACH Rules, including the rule making payment to the payee provisional until receipt by the payee’s bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. If a Bill Payment is processed electronically as an ACH entry, the ACH Entries and the transaction will also be subject to the terms and conditions of any other ACH origination agreement between you and us, to the extent applicable.

2.11 Bill Pay ACH Payroll/Employer Deposit. You may elect to use the Bill Pay Payroll/Employer Deposit and/or Tax Payment Service within the Bill Payment Service to send Payroll Direct Deposits via ACH to multiple accounts or make tax payments. This Service allows you to pay employees electronically via ACH. Before using this Service, Bank will establish limits in the Enrollment Form. The Bank uses a Third Party Provider for this Service and you agree to abide by their terms, NACHA Rules and any Operating Instructions for this Service.

2.12 eBill. The Bank’s Electronic Bill (eBill) service allows you to view and pay your bills through our Bill Payment Service. This billing option is available only to customers who have registered for the Bank’s Bill Payment Service. By using the eBill service, you are asked to provide information needed to access your Third Party accounts. You hereby authorize and permit the Bank to use Content and other information submitted by you to the Bank (such as user names and account passwords) to accomplish the purposes of the Service. The bank will not be liable if any of the Content you provide is compromised. The Bank will use its best efforts to present all of your electronic bills promptly. It is your sole responsibility to ensure that your eBills are accurate. The Bank is not liable for eBills received from other companies or the accuracy of the biller information. Your obligation to pay your eBills by the due date is not altered or modified in any way by enrolling in this service. You agree that the Bank will not be liable to you or any third party for any revision or discontinuation of the eBill service. The Bank makes no warranty that the eBill service will be uninterrupted, timely, secure, or error-free, or that the information obtained from use of the service will be accurate. You understand and

agree that at all times your relationship with each Third Party Account provider is independent of the Bank and your use of the eBill Service. The Bank is not liable for any acts of omissions by the biller or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. Furthermore, the Bank does not warrant that errors in the technology will be corrected. You may discontinue the eBill service at any time.

For as long as you are using the eBill Service, you give the Bank a limited power of attorney and appoint the Bank as your true and lawful attorney-in- fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use your Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. Once the Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you. To notify the Bank that you wish to discontinue using the Service, you must do so at the bill pay site as provided in this Agreement.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, THE BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT THE BANK, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE BANK'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) THE BANK'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

2.13 Statements. 2.13 Statements. All of your payments made through Bill Payment will appear on your monthly account statement(s). You can also view payment activity on the Online Banking Account Activity screen.

2.14 Canceling the Bill Payment Service. You may cancel your use of Bill Payment at any time by sending an electronic message or request (see the e-mail section) or by calling the Bank at the number provided in Section 1.25 of Part I of this Booklet. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Payment service until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these future payments. The Bank may cancel or suspend Bill Payment in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or obligations under this Agreement.

2.15 Returned Bill Payment Transactions. In using Bill Payment, you are requesting that we make payments for you from your Payment Account. If we are unable to complete the transactions for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Bank. In such case, you agree that: (i) you will reimburse us immediately upon demand for the transaction amount that has been returned to us; (ii) you will reimburse us for any fees imposed by the Bank as a result of the return; (iii) you will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and, (iv) we are hereby authorized to report the facts concerning the return to a credit reporting agency.

2.16 Address Changes. You agree to promptly notify the Bank of any address change, electronic mail address change, and/or any change to your telephone number.

2.17 Payee Limitation. We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.

2.18 Information Authorization. Your enrollment in Bill Payment may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Payment, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve

the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.

2.19 Closed Accounts. You are responsible for any outstanding Bill Payment payments if you choose to close your bill payment account. You are to inform the Bank of any outstanding payments at the time you close your bill payment account.

SECTION THREE: ACH ORIGATION SERVICE

This Section Three governs Customer's use of the ACH Origination Service. Bank, in its sole discretion, may not permit Customer to use the ACH Origination Services until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the ACH Origination Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the ACH Origination Service. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Customer wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH pursuant to the terms and conditions contained herein and the NACHA Rules and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "**Rules**" or "**NACHA Rules**"), and Bank is willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries. This Section Three sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Services outlined herein ("**ACH Services**"). By using the ACH Service described in this Section Three, Customer accepts and agrees to all terms, conditions, and provisions and agrees that this Section Three sets forth the terms and conditions pursuant to which Bank will provide to Customer the ACH Service outlined herein. In the event of inconsistency between a provision of this Section Three, the UCC, and/or the terms and conditions applicable to the deposit account, the provisions of this Section Three shall prevail. Terms not otherwise defined in this Section Three shall have the meaning ascribed to those terms in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry.

3.1 Compliance with Rules and Laws. Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Booklet, and any amendments to these Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Customer with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of noncompliance by the Customer and the Customer agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Customer provided in the following paragraphs of this Booklet in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of this Booklet in no way limit the requirement of complying with the Rules.

3.2 Transmission of Entries by Customer. User(s) shall initiate the debit or credit Entries on the Enrollment Form on behalf of and selected by Customer. Notwithstanding the provisions contained in Section 3.5 of this Service Section, Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 3.5 of this Service Section and permitted to initiate Entries under this Section, to be an Administrator or User. Customer shall transmit or deliver Entries to Bank in computer readable form to the location(s) specified by the Bank and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be delivered or transmitted to Bank's designated location not later than the time and the number of days prior to the Effective Date and cutoff time specified in Appendix A- Treasury Management Service and Fee Schedule and made a part hereof. Customer represents and warrants that it shall not transmit or send any Entries through a Mobile Device or through the Mobile Banking Service to Bank; provided, however, the Mobile Banking Service may be used to verify, approve or release Entries to the Bank.

For the purposes of this Booklet, "Business Day" means Monday through Friday, excluding certain federal holidays and the "Settlement Date" with respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with instructions of the Customer. The typical federal holiday schedule is set forth Appendix A- Treasury

Management Service and Fee Schedule in this Booklet. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed the limit set forth on the Enrollment Form or as subsequently requested by Customer and approved by Bank or as changed by Bank in Bank's sole discretion from time to time. Customer may not reinitiate Entries except as prescribed by the Rules.

3.3 Third Party Service Providers. Customer shall not use special equipment, services or software provided by a third party to assist it in processing Files hereunder ("**Service Provider**") without Bank's prior consent. If Bank authorizes Customer to use a Service Provider, Customer (i) agrees that Service Provider is acting as Customer's agent in the delivery of Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Booklet. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer shall provide at least 10 days advance written notice to Bank in the event it uses any such Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to enter Bank approved transactions into the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("**Service Provider Agreement**"). All of Customer's obligations and responsibilities under this Booklet will apply to the Service Provider, and Customer's separate agreement with the Service Provider must so provide. At Bank's request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as an Authorized Customer Representative and the Service Provider must also enter into a Service Provider agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as an Authorized Customer Representative or if the Third Party Service Provider has not executed the Service Provider agreement. Customer hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

3.4 Debit Entries; Records Retention. Customer shall obtain an authorization ("**Authorization Agreement**") from the Receiver whose account will be debited as the result of a debit Entry initiated by Customer and Customer shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. The Customer will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

3.5 Processing, Transmittal and Settlement by Bank. Except as otherwise provided for in this Booklet and if Bank elects to accept Entries, Bank shall (i) use commercially reasonable efforts to comply with the instructions of Customer, (ii) process Entries received from Customer to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the ACH processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("**On-Us Entry**"), Bank shall credit the Receiver's account in the amount of such credit Entry on the date ("**Effective Date**") contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section 3.2. Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer.

3.6 Payment for Credit Entries and Returned Debit Entries. Customer agrees to pay Bank for all credit Entries issued by Customer or User(s), or credit Entries otherwise made effective against Customer. Customer shall make payment at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine ("**Payment Date**"), and the amount of each On-Us Entry at such time on the Effective Entry Date of such credit Entry as Bank, in its discretion, may determine. Customer shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by Bank. Payment shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("**Authorized Account(s)**") designated on the Enrollment Form, as payment for credit Entries issued by Customer or returned or dishonored debit Entries. In the event that the Authorized Account(s) does not have sufficient

available funds on the Payment Date, Bank is hereby authorized to charge any account maintained by Customer with Bank as payment for credit Entries issued by Customer or returned or dishonored debit Entries. Customer shall maintain sufficient collected funds in Customer's account(s) to settle for the credit Entries on the Payment Date. In the event that no Customer account has collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may refuse to process the Entries or Bank may process the Entries. If Bank elects to process the Entries, the total amount of the insufficiency advanced by Bank on behalf of Customer shall be immediately due and payable by Customer to Bank without any further demand from Bank. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date of the ACH File. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank shall indicate in the Enrollment Form if pre-funding is required. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 8:00 AM Central Time two banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

3.7 Recurring ACH Payments. Customer has the ability to set ACH Payments to recur at a frequency determined and selected by Customer. If the payment date that Customer has chosen falls on a weekend or holiday, the system will make the payment BEFORE the weekend or holiday. Business Days are defined in Appendix A- Treasury Management Service and Fee Schedule. The Customer shall also be required to enter an expiration date for the ACH Recurring payment series or choose "This payment has no expiration date." Bank shall not be liable if Customer's ACH Payments expire and are not sent, or are sent and Customer wanted to cancel these payments. It shall be Customer's responsibility to verify their recurring ACH Payment series, and be responsible for when they are sent, or expire. The Bank shall not be liable for any NSF/Overdrafts that occur as a result of any recurring ACH that may pull on an earlier date as a result of the scheduled date falling prior to the weekend or holiday. The Bank shall not be liable for any NSF/Overdraft that occurs as a result of any scheduled recurring ACH that the client does not cancel in a timely manner if they want to cancel the recurrence.

3.8 Rejection of Entries. Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Customer. Bank has no obligation to notify Customer of the rejection of an Entry but Bank may do so at its option. Bank shall have no liability to Customer for rejection of an Entry and shall not be liable to pay interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

3.9 Cancellation or Amendment of Entry by Customer. Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must issue the cancellation or amendment in accordance with the Bank's Security Procedure and Bank shall use reasonable efforts to act on the request by Customer for cancellation of an Entry prior to transmitting it to the ACH processor or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but Bank shall have no liability if such cancellation is not affected. Customer must follow and comply with NACHA Rules for Reversing an Entry of File. As part of this, the Customer shall notify the Receiver of any reversing entry initiated to correct any entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing entry. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

3.10 Error Detection. Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if the Customer discovers that any entry it has initiated was in error, it shall notify the Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Bank will utilize reasonable efforts to initiate an adjusting entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as result of the error or issuance of duplicate Entries.

3.11 Prenotification. Customer, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Bank in the format and on the medium provided in the media format section of such Rules. If Customer receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Customer will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules. If Customer initiates a prenotification entry, Customer will adhere to the number or days per NACHA before sending an actual Entry to the Receiver's account.

3.12 Notice of Reject and Returned Entries and Notifications of Change. Bank shall notify Customer by e-mail, facsimile transmission mail, or other means of the receipt of a returned entry from the ACH Operator. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 3.2, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Section with respect to the original Entry. Customer shall notify the Receiver by phone or electronic transmission of receipt of each return entry no later than one Business Day after the Business Day of receiving such notification from Bank.

Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change (“**NOC**”) Entry or Corrected Notification of Change (“**Corrected NOC**”) Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

3.13 Notice of Improper Entries. Bank shall provide Customer with a periodic statement reflecting the total of each File transmitted by Bank or credited to a Receiver's account maintained with Bank. The Customer shall examine the periodic statement and notify the Bank of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the periodic statement is made available to Customer. If the Customer fails to deliver such notice, the Customer may not assert against the Bank any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If the Customer fails to deliver notice to the Bank of any unauthorized or erroneous Entries within one (1) year from the Bank's issuance of any advice or statement reflecting such Entries, Customer is precluded from asserting that the Bank is not entitled to retain the principal amount of the unauthorized or erroneous debit of Customer's account(s).

3.14 Provisional Settlement. Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Customer acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

3.15 Identification of Receiver. If Customer identifies the Receiver of the Entry by account number or identifying number, or by name and account number or identifying number, Customer acknowledges that payment of the proceeds of the Entry to the Receiver shall be made by the RDFI, or by Bank in case of an On-Us Entry, on the basis of the identifying or Bank account number even if it identifies a person different from the named Receiver. Customer is liable for and must settle with Bank for any Entry initiated by Customer that identifies the Receiver by account or identifying number or by name and account or identifying number.

3.16 Customer Representations and Warranties; Indemnity. With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries set forth in Section 3.2, (d) Customer shall perform its obligations under this Booklet in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Customer shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an

entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the entry. Customer will indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including without limitation, fines, reasonable attorney's fees and court costs at trial or on appeal that arise directly or indirectly from any breach of any of the foregoing warranties, representations or agreements.

3.17 Standard Entry Class Codes (SEC). Company may originate ACH transactions with the SEC codes listed below as defined by the NACHA Operating Rules and Guidelines if authorized to do so.

Direct Deposit & Direct Payment (PPD), Point-of-Purchase (POP), Corporate Trade Payments (CTX), Re-presentation of returned NSF checks (RCK), Internet Initiated ACH (WEB), Back Office Conversion via Remote Deposit Capture (BOC), Point-of-Sale (POS) Cash Concentration and Disbursement (CCD), Accounts Receivable Entries (ARC), Telephone Initiated ACH (TEL).

3.18 Additional Customer Warranties for Selected Standard Entry Classes. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Service Section. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer hereby indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

3.19 Delay or Failure to Transfer Funds. Bank shall not be liable to Customer or Receiver for any damages of any kind for any delay in payment, including special, consequential, punitive, or indirect loss or damage. Bank shall not be liable or responsible to Customer for any delay or failure to transfer any amount hereunder for any reason including but not limited to rules, regulations, or policies of the Federal Reserve Board which place an aggregate limit on the amount Bank can transfer from time to time during any banking day. In no event shall Bank be liable to Customer for attorney's fees incurred by Customer in any action brought by Customer under this Booklet.

3.20 Data Retention. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Customer specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

3.21 Interest Calculations. Any interest payments due by either party pursuant to Article 4A of the Wisconsin Uniform Commercial Code shall be calculated at an annual rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

3.22 Customer as Receiver. If Customer is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Customer by Bank, Customer acknowledges and agrees that Customer is obligated to Bank for the amount of the payment order and Bank is authorized to charge Customer's account(s) for any amount paid to Customer. If Bank credits Customer's account for an Entry or other funds transfer naming Customer as the Receiver, such credit Entry to Customer's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the banking day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Customer at an earlier time at Bank's option. Bank has no obligation to notify Customer of receipt of a funds transfer naming Customer as the Receiver even if payment for the funds transfer to Customer is made by credit to Customer's account or the payment order directs payment to an account. Demand by Customer for payment of a payment order for which Bank is obligated to pay Customer must be made in writing and delivered to Bank at the location designated in Part I, Section 1.25. Issuance of a check by Customer on the account to which payment was made shall not constitute notice under this section.

3.23 Same Day Entries. A Credit or Debit Entry with an Effective Date of the date of or a date prior to the date of the transmission of the Entry or File to Bank and received by Bank prior to the applicable cut-off time set forth in ACH Section of the Enrollment Form shall be considered to be a Same Day Entry. In addition to any other fees that Customer is obligated to pay Bank, Customer hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Customer. Same Day ACH Files will be in accordance with Company's allowable SEC Codes and limits established in the Treasury Management Application and Enrollment form and in accordance with NACHA Rules.

3.23 EDI. Customer may enroll in EDI (Electronic Data Interchange) Service. This is a process in which Customers may transmit invoice information electronically. If Customer has Online Banking access to the account(s) listed above, they may view the EDI detail when it is available if opted into this Service. If Customer does not have Online Banking access, the EDI information will be provided monthly and is included in the account statement.

SECTION FOUR: WIRE TRANSFER OF FUNDS

This Section Four governs Customer's use of the Wire Transfer Service. Bank, in its sole discretion, may not permit Customer to use the Wire Transfer Services until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank. The defined terms "Customer," "Customer Equipment," "Designated Accounts," "Identification Codes," "Users" and "Password" shall have the same meaning as those terms have in this Booklet.

In accordance with procedures established from time to time between the Customer and the Bank, both parties agree that all "Funds Transfers," as defined in Section 4A-104 of Article 4A of the UCC (hereafter cited as Sections thereof) will be processed in accordance with the terms and conditions listed below. This Section Four will not apply to transfers which are covered under Consumer Financial Protection Bureau Regulation E, and the Electronic Fund Transfer Act of 1978.

4.1 Procedures and Conditions. Customer agrees to strictly follow all procedures and conditions established for the Blackhawk Bank Online and initiation of wire transfers via Blackhawk Bank Online, which may be issued from time to time by Bank and any amendments thereto including, without limitation, all procedures and conditions set forth in this Booklet. Customer acknowledges and agrees that Customer has sole responsibility for the security of the Identification Codes, Passwords, Security Devices, Security Procedures utilized by the Administrator and all Users.

4.2 Coverage. This Agreement covers all funds transfers made or received by Customer, including domestic wires and international wires. However, this Agreement does not apply to any part of a funds transfer if that part of the transfer is governed by the Electronic Fund Transfer Act. See the Bank's Regulation E, Electronic Fund Transfers Disclosure.

4.3 Authority to Transfer Funds. Customer authorizes Bank to accept or execute any Payment Order as that term is defined in UCC Article 4A Section 4A-103(a)(1) ("Wire Transfer") and charge the applicable Designated Account, without limitation as to amount, when such request is received via Blackhawk Bank Online in accordance with the Security Procedures. The Designated Account(s) are listed on the Enrollment Form and made a part hereof. Customer acknowledges and agrees that such Wire Transfer will be conclusively presumed to be a proper transfer authorization by Customer; and that Bank shall have no responsibility for the accuracy, legitimacy or completeness of the data received from Customer.

Without limitation on the foregoing, Customer specifically authorizes Bank to do the following:

- a. Transfer funds from a Customer account(s) with Bank to any other Customer account(s), whether such account(s) is/are with Bank or other institution(s); and
- b. Transfer funds from a Customer account(s) with Bank to any account(s) of a third party, whether such third-party account(s) is/are with Bank or other institution(s).

4.4 Recurring/Future Dated Wires. Customer shall have the ability to enroll in the Bank's recurring/future dated wires service by indicating this on the Enrollment Form. Customer shall be responsible for the date of their wire. The Bank shall not be held liable if a payment does not go immediately, or if Customer future dated a wire, or the wire did not go because it was not scheduled correctly or if there were any errors in setup and transmitting the wire.

If the payment date that Customer has chosen falls on a weekend or holiday, the system will make the payment BEFORE the weekend or holiday. Business Days are defined in Appendix A - Treasury Management Service and Fee Schedule. The Customer shall also be required to enter an expiration date for the Wire Recurring transfer series or choose "This payment has no expiration date." It shall be Customer's responsibility to verify their recurring Wire transfer series, and be responsible for when they are sent, or expire. The Bank shall not be liable for any NSF/Overdrafts that occur as a result of any recurring Wire that may pull on an earlier date as a result of the scheduled date falling prior to the weekend or holiday. The Bank shall not be liable for any NSF/Overdraft that occurs as a result of any scheduled recurring Wire that the client does not cancel in a timely manner if they want to cancel the recurrence.

4.5 Wire Transfer Procedures. Bank is hereby authorized to honor, execute and accept each and every Wire Transfer received by it in the name of the Customer as sender and initiated by an Administrator or User via Blackhawk Bank Online. If Bank elects to accept a Wire Transfer issued by Customer, Bank shall use reasonable efforts to comply with the Wire Transfer in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Wire Transfer if Bank is not also the beneficiary's bank. Customer shall issue the Wire Transfer to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any Security Procedures required in order to initiate Wire Transfers under this Booklet to be a User. Bank may, in all cases, rely on and accept Wire Transfers issued on behalf of Customer by any individual(s) authorized by Customer to sign checks on any of Customer's depository accounts with Bank. Customer represents and warrants that it shall not transmit or send any Wire Transfers through a Mobile Device or through the Mobile Banking Service to Bank; provided, however, the Mobile Banking Service may be used to verify, approve or release Wire Transfers to the Bank.

4.6 Security Procedures. In addition to, and without limiting the generality of, the Security Procedure provisions of Part I of this Booklet, Customer shall comply with any additional "Security Procedures" required by Bank and communicated to Customer, and Customer acknowledges and agrees that the Security Procedures, including any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Wire Transfers. Customer agrees that Bank will use such procedures to verify a Request prior to accepting Customer's Request. The Security Procedures are included on the Enrollment Form. Customer furthermore agrees that any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Customer, shall be deemed effective as Customer's authorized request. Customer acknowledges that the Bank reserves the right to change its security procedures from time to time. Customer understands and agrees that if it declines to use any enhanced security procedures, it will be liable for any losses that would have been prevented by such procedures. The Bank shall have the right to delay the execution of a Customer request pending completion of a callback verification of PIN number or other security measure which is satisfactory to the Bank. If the Bank is unable to obtain verification acceptable to it, the Bank in its sole discretion, may refuse to execute the Customer's Request. In no event shall the Bank be liable for any delay in executing a Customer's Request or for failure to execute a Customer's Request due to the absence of verification acceptable to it.

4.7 Method of Issuance of Payment Orders Other than via Blackhawk Bank Online.

a. **Issuance of Payment Orders.** The most secure method for the issuance of Payment Orders and the method recommended by Bank is through Blackhawk Bank Online. Customer acknowledges and agrees that the commercially reasonable security procedure offered by Bank is the security procedure used in conjunction with Blackhawk Bank Online. In addition to issuing Wire Transfers via Blackhawk Bank Online, Customer may issue Wire Transfers orally by phone or in person to a Bank employee only if (a) a separate PIN agreement is on file with the Bank, and (b) calling into our recorded line at 800-209-2616. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Bank will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time is found in Appendix A- Treasury Management Service and Fee Schedule. The dollar amount of Wire Transfers issued via phone may be limited in accordance with the wire transfer limits set forth on the Enrollment Form. Customer acknowledges that the Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Customer further acknowledges that Bank is not responsible for detecting any Customer error contained in any Payment Order sent by the Customer to the Bank. Bank may, at its

option, record electronically all telephonic instructions received by Bank from Customer without further notification and may retain such recordings for any period of time selected by Bank. Customer consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

b. **Repetitive Instructions.** The Bank will transfer funds on a repetitive basis to other Customer accounts or third-party accounts as described in written instructions to the Bank in the Wire Agreement. The transfers will be considered repetitive if they are to be affected at least monthly with the original written instructions remaining constant except for the date and dollar amount of the transfer involved. Client will need to call and tell the Bank what amount to send and provide their unique PIN at the time they wish to authorize the Wire.

4.8 Authorization Changes. For non-online Wire Transfers, Customer agrees that only those persons authorized on the Wire Transfer Authorization of the Enrollment Form ("**Authorization**") may initiate and/or verify Wire Transfers with Bank in connection with Wire Transfers initiated by telephone. Customer agrees that only those persons who are authorized signers on Customer's deposit account may initiate and/or verify Wire Transfers with the Bank in connection with Wire Transfers initiated in person. Furthermore, Wire Transfers may be initiated only from the account numbers designated on the Authorization. Changes by Customer in any information supplied to Bank or any changes in the designated account numbers or authority of the persons named on the Authorization must be in writing, signed by Customer or an authorized signer on Customer's deposit account. Such changes shall not be binding, upon Bank until Bank has received actual written notice of the changes at the address of Bank designated in Part I, Section 1.25 of this Agreement and has had reasonable time to implement them.

4.9 Overdrafts. Customer agrees that Bank may, but is under no obligation to, honor any Wire Transfers which exceeds the Customer's available balance in Customer's deposit account. If the Bank creates an overdraft in completing a Request, Customer agrees to repay the Bank, promptly upon demand, the amount of the overdraft, together with any and all overdraft fees, interest and charges that may be assessed against Customer's deposit account.

4.10 Settlement. The Bank is not obligated by this Booklet or this Section Four to honor, execute, or accept any Wire Transfer. If Bank elects to accept Wire Transfers issued by Customer, Customer agrees to settle for all Wire Transfers issued by Customer, Customer's Administrator(s) or User(s), or Wire Transfers otherwise made effective against Customer. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Customer ("**Designated Account**") as settlement for Wire Transfers issued by Customer. Customer shall designate the Designated Account on the Enrollment Form. Customer shall maintain sufficient collected funds in the Designated Account to settle for the Wire Transfer at the time that the Wire Transfer is issued. Bank may, in its sole discretion, transfer funds from the Designated Account in excess of the collected balance and thereby create an overdraft. In this event, Customer shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as a Designated Account if Bank accepts the Wire Transfer and the Designated Account does not have sufficient balances to settle for the Wire Transfer. Bank may process Wire Transfers in any order convenient to Bank and Bank may charge items, including settlement for Wire Transfers, in any order or sequence selected by Bank.

4.11 Errors in Wire Transfers. Customer agrees that Bank shall have no obligation to discover errors in Wire Transfers and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Wire Transfer. Bank shall likewise have no duty to discover and shall not be liable for duplicate Wire Transfers issued by Customer. In the event that Customer makes an error or issues a duplicate Wire Transfer, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the wire transfer.

4.12 Use of Account Numbers. The Customer is notified, and hereby acknowledges, that in executing or otherwise acting on a Wire Transfer the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Wire Transfer may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Customer is liable for and must settle with

Bank for any wire transfer initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Wire Transfer and the Customer shall be responsible for any inconsistencies. The Customer shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation..

4.13 Amendments and Cancellations.

- a. A Wire Transfer may be canceled by the Customer, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Wire Transfer.
- b. The Bank is not obligated to amend or cancel a Wire Transfer after acceptance, but if in Bank's sole discretion, it agrees with Customer to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer and any amendment of a Wire Transfer by the Bank shall relieve the Bank of any obligation to act on such Wire Transfer in its un-amended form.
- c. Customer acknowledges and agrees that after a Wire Transfer has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds.

If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

4.14 Rejection of Wire Transfer. Customer agrees that Bank has no obligation to accept a Wire Transfer and therefore may reject any Wire Transfer issued by Customer. Bank has no obligation to notify Customer of the rejection of the Wire Transfer issued by Customer but Bank may so notify at its option. Bank shall have no liability to Customer for rejection of a Wire Transfer and shall not be liable to pay interest to Customer even if the amount of Customer's Wire Transfer is fully covered by a withdrawable credit balance in a Designated Account of Customer or the Bank has otherwise received full payment from Customer.

4.15 Use of Correspondents, Agents, and Systems.

- a. The Customer agrees that in executing any Wire Transfer the Bank may make use of such correspondents, agents and Wire Transfer and communication systems as it deems necessary or desirable to execute such Wire Transfer. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Wire Transfer by such correspondents, agents and Wire Transfer and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Wire Transfer and communication systems, all such risk being borne by the Customer.
- b. Each Wire Transfer, amendment or cancellation thereof, carried out through a wire transfer system will be governed by all applicable wire transfer system rules, whether or not the Bank is a member of the system. Any Wire Transfer or cancellation thereof may be transmitted by any bank by use of the wire transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Customer with respect to any Wire Transfer, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Customer acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Wire Transfer is subject to the laws, regulations, circulars, and rules described in this Section Four

4.16 Account Statement and Information. All funds transfers will be reflected on Customer's periodic bank statement. Information on wire transfers posted to Customer's account is available on the internet for those customers with

Internet Banking. In some cases, Bank will also notify Customer in writing, electronically, or by a report produced by one of Bank's information reporting services. Customer should review each statement or other such Bank notice for any discrepancies in connection with fund transfers. If Customer thinks a funds transfer is wrong or needs more information about a funds transfer, Customer must contact Bank in writing upon discovery of the error or within 10 days after Customer receives the first notice (either by notice from the Bank or by Customer's access to Customer's account on the internet) or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve the Bank of any obligation to pay interest on or otherwise compensate Customer for the amount of an unauthorized or erroneous funds transfer. The Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Wire Transfer referenced in a statement of account for the Designated Account or in an individual advice, and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

4.17 International Wire Orders. Subject to the terms and conditions of this Section, and subject to any instructions we provide, you may use the Service to make funds transfers denominated in U.S. dollars to beneficiaries located outside of the United States. Such fund transfers may be finally paid to the beneficiary either in the foreign currency of the country to which the funds are transferred, in U.S. dollars, or in other currency, according to our policies and procedures, the policies and procedures of the beneficiary's bank, and/or the policies and procedures of any intermediary banks participating in the transaction, subject to applicable exchange rates. You specifically agree that we may, in our discretion, prior to or upon execution of any international Wire Transfer submitted by you, convert the U.S. dollar amount to the currency of the destination country at our exchange rate in effect at the time of conversion. It is your responsibility to advise your beneficiary of the possibility and effect of currency conversions in the course of the execution of any Wire Transfer. If we make any refund of an international Wire Transfer to you, we will make such refund in the U.S. dollar amount of the transaction. You bear all risk of loss due to fluctuations in the rate of currency exchange. You hereby acknowledge and agree that any and all Wire Transfers issued by you under this Section Four are for business purposes only and not for personal, family, or household purposes and are not subject to the provisions of the Electronic Funds Transfer Act and/or Consumer Financial Protection Bureau Regulation E.

4.18 Furnishing Information. Upon request the Customer will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Wire Transfers, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

4.19 Transactions with Banks. If the Customer is a bank (as defined in UCC 4A), and under applicable law the Customer is not deemed the originator of the order to which a Wire Transfer relates, the Customer agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Customer had been an originator.

4.20 Interest. The Bank shall assume no responsibility for lost interest with respect to the refundable amount of any unauthorized transfer or error unless the Bank is notified within thirty (30) days of notification by the Bank of the acceptance of such transfer. (UCC Section 4A-204).

SECTION FIVE: REMOTE DEPOSIT CAPTURE SERVICES

This Section Five governs Customer's use of the Remote Deposit Capture Services. Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Bank offers the Service under this Service Section only in association with one or more deposit accounts maintained by

Customer at Bank.

5.1 General Description of Remote Deposit Capture Service. Subject to the terms, provisions and conditions of this Booklet, Bank shall provide the Service to Customer, which allows Customer to make deposits to Customer's deposit accounts listed on the Enrollment Form and made a part hereof (each such deposit account an **"Account"** and, collectively, the **"Accounts"**) from Customer's office by scanning checks on a desktop scanner and delivering the images and information required hereby to Bank or Bank's designated processor (a **"Processor"**). The terms Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an **"Image"** and, if more than one, **"Images"**), must read and capture the MICR line on each check and must read and capture all such other data and information as is required by this Booklet. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and all batched ACH (as herein defined) data and other required information (each such file a **"File"** and, if more than one, **"Files"**) to Bank or Processor via the Internet. Customer will not initiate an electronic check entry with respect to any customer of Customer without first being in possession of a proper check, which is made payable to Customer. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Booklet, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains on the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the **"Deposit Agreement"**) and this Service Section. In addition, or as an alternative to transmitting Images of Checks, Customer may use the Remote Deposit Capture Service to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository banks by means of the ACH Network pursuant to the terms of Part II, Section 3 (ACH Origination Service), the Rules and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, and Bank is willing to act as an ODFI with respect to such Entries. Customer and Bank agree that Customer shall be and remain the Originator and Bank shall be the ODFI, as those terms are defined in the Rules. Customer and Bank agree that Bank may convert the Images to ACH entries on Customer's behalf. Customer hereby appoints Bank as Customer's agent for the specific purpose of making the determination and decision to convert the Images to ACH entries. Customer and Bank agree that Customer shall be and remain the Originator and Bank shall be the ODFI, as those terms are defined in the NACHA Rules. Customer understands and agrees that Customer must execute, and Bank must approve and accept, Bank's then current agreement pertaining to the provision of ACH services (such agreement the **"ACH Agreement"**) before initiating ACH debit entries. Customer shall receive credit for ACH debit entries in accordance with the terms of the ACH Agreement. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of the Service or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party. Customer hereby agrees that Bank shall be the exclusive provider of the Service provided in accordance with this Service Section and that Customer will not use the same or similar services of any other party.

5.2 Hardware and Software. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. If Customer provides the Scanner, Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of Customer or third-party employees. In connection with its use of the Service, Customer shall only use the hardware described in the hardware list provided by Bank to Customer (as the same may be amended or supplemented, the **"Hardware List"**) or such other hardware as is approved in advance by Bank and shall only use such software as is approved in advance by Bank. The Hardware List shall be provided on the Enrollment Form.

If requested by Customer, Bank will assist Customer in installing the equipment and software compatible with Bank's system and equipment and conducting an initial test of such equipment. If Customer requests such assistance from Bank, Customer agrees to pay Bank's standard hourly fee for Bank's employees performing those services for Customer. The scope of the services to be provided will be set forth in a separate written document between Customer and Bank.

If requested by the Customer, Bank shall provide Customer with the required scanner compatible with Bank's systems

and equipment. Such equipment shall remain the property of Bank. Customer agrees to configure equipment and software according to the requirements of Bank. Customer agrees to use the equipment in a manner consistent with the terms of this Agreement. The Customer is prohibited from utilizing the equipment provided hereunder in another fashion, manner, use or in conjunction with any other remote deposit processing service. Bank will provide a replacement scanner for any Bank owned scanners. The Customer agrees to be bound by all of the terms and conditions of the maintenance contract. The Customer shall be responsible for any loss, theft, damage or destruction of the equipment from any cause until the equipment is returned to Bank. The equipment shall be returned to Bank within fifteen (15) days of termination of this Agreement in the condition as originally provided to the Customer, except for only ordinary wear and tear. The Customer shall reimburse Bank for any damage to the equipment caused by any abuse or misuse of the equipment by the Customer. The Customer shall pay to Bank the fee for such equipment set forth in this Agreement and any Schedules hereto.

5.3 Checks Deposited and Security Interest. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (“**Reg CC**”). You agree that the image of the check that is transmitted to Bank (each such check and other item a “**Check**” and, if more than one, “**Checks**”) shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted by the state of Wisconsin.

List of prohibited checks that you may not deposit:

- Checks payable to someone other than the owner of the account into which they are being deposited
- Third party checks made out to someone else and signed over to you or your business
- Checks containing unauthorized alteration
- Checks that are fraudulent
- Checks payable jointly, unless deposited into an account held by all payees
- Checks that were previously converted to a substitute check
- Checks that were previously deposited but returned unpaid
- Checks drawn on a financial institution located outside of the United States
- Checks not payable in United States currency
- Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit
- Remotely created checks (sometimes called demand drafts)
- Checks payable to “Cash”
- Money Orders
- Traveler’s Checks

(Checks described above are each a “**Prohibited Check**” and, collectively, “**Prohibited Checks**”). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank’s written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

5.4 Scanning of Checks and Transmission of Files. Customer shall properly install and use all Software and Hardware required by this Service Section or otherwise required for, or related to, the use of the Service. Customer shall (a) physically endorse each Check to be deposited with the Company name and For Deposit Only to Blackhawk Bank, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of the MICR line from and all other required data and information from or pertaining to such Checks, and all batched ACH data and other information, to Bank or its Processor in accordance with the Operating Instructions. Prior to your initial use of the Service, the Bank will provide you with a Login ID and a Password, which you must use to access the Service. You will be required by the Bank to change the Password the first time the Service is accessed and to select your Multi-Factor Identification Image and Challenge Questions (collectively, the Login ID, Password, Multi-Factor Identification Image and Challenge Questions are called the “**Login ID and Password**”). The Multi-Factor Identification Image and Challenge Questions are applicable to Web Client users only. Your Login ID and Password are personal and confidential to you and/or persons designated by you to use the Service (“**Designated Users**”). The use of the Login ID and Password with the Service is a security method by which we are helping you to

maintain the security of your Account(s). You agree to develop adequate internal procedures to prevent disclosures of such information. **You are responsible for the unauthorized use and/or misuse of the Service by any person using your Login ID and Password or your Designated User's Login ID and Password. You agree to take all reasonable precautions that no one else learns your Login ID and Passwords.**

The Bank is not responsible for any breach of security caused by your failure to maintain the confidentiality of the Login ID and Password. You agree to notify the Bank immediately by telephone and speak directly with one of our representatives (a voicemail message or email is not sufficient notice) in the event of loss or theft of the Login ID and Password, or if you believe the confidentiality of the Login ID and Password may be or has been compromised in any way, or in the event you learn about a possible or actual use of the Service by an individual who is not a Designated User. We will have a reasonable period of time after receipt of such notice to act on it. The Bank hereby reserves the right to revoke your Login ID and Password at any time, and without prior notice to you or any Designated User, in the event the Bank believes that there is a threat to the security of the Service or any proprietary and/or confidential Bank information. We will not assign new credentials until the affected computer(s) has been examined by a reputable third-party service provider acceptable to us to ensure that there are no viruses, spyware, malware, worms and/or message or transfer interception software present. You also hereby agree not to attempt, in any way, to manipulate, change or alter the Service.

All uses of the Services through a Login ID and Password will be deemed to be authorized by and binding on you. You assume the entire risk for unauthorized use of your Login ID and Password and any unencrypted electronic transmissions. We assume no responsibility to discover or report to you any possible breach of security or unauthorized disclosure of Login ID(s) and Password(s).

You acknowledge and agree that we have employed commercially reasonable security measures to protect the integrity of data you transmit to us over the internet and to protect against unauthorized access to your Account(s) ("**Security Procedures**"). You agree that any interception of data that occurs notwithstanding the security measures is beyond our control and we are not responsible for any such interception. You also agree that if we abide by the Security Procedures applicable to your Account(s), you are liable for any losses that occur through unauthorized use of your Account(s), unless otherwise expressly required by law. Any physical access to your computer obtained by any person will be deemed authorized use and authorized access resulting in an authorized transaction. These rules supersede any contrary statements in any other agreement or disclosure including, without limitation, any disclosure received from us in connection with your deposit Account(s).

To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File. Customer may send multiple Files to Bank or Processor throughout the day, not to exceed the number of Files specified in the Operating Instructions. The total dollar value of the Files sent by Customer to Bank on any day shall not exceed the dollar amount specified on the Enrollment Form (the "**Deposit Limit**"). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified in Appendix A - Treasury Management Service and Fee Schedule (the "**Cut- Off Time**"). A File is considered received by Bank when a complete copy of such File has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-Off Time, the entire File must be received by Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Bank's records shall be determinative. A File which is not balanced or which is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof. Customer may contact Bank at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

5.5 Maintenance and Destruction of Original Check. Customer shall stamp the original Check "ELECTRONICALLY PROCESSED" before or during the process of scanning the Check in accordance with Part II, Section 5.4 of this Booklet. Customer shall securely store all original Checks for a period of thirty (30) calendar days after Customer has received notice from Bank that the File containing the images of such Checks has been accepted (such period the "Retention Period"). During the Retention Period, Customer shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall also implement proper security procedures and internal

controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by Customer. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction approved by Bank to destroy original Checks after expiration of the Retention Period. Customer will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

5.6 Image and MICR Quality. Each File transmitted by Customer to Bank shall contain Images of the front and the back of the Checks scanned and remotely deposited by Customer. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image: (a) the amount of the Check; (b) the payee of the Check; (c) the signature of the drawer of the Check; (d) the date of the Check; (e) the Check number; (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Each Image shall also meet all standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Customer shall also capture and transmit to Bank the full-field MICR encoding on each Check. Customer shall ensure that the following information is captured from the MICR line of each Check: (a) the American Bankers Association routing transit number (“RTN”); (b) the number of the account on which the Check is drawn; (c) when encoded, the amount of the Check; and (d) when encoded, the serial number and the process control field of the Check.

5.7 Receipt of File. Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Bank or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or the Images or other information contained therein. Bank shall have no liability to Customer for the rejection of a File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a File submitted by Customer, Bank may examine such File and the Images and other information contained therein to ensure that Customer has complied with this Service Section and followed the instructions provided to Customer by Bank. If Bank determines that Customer has not complied with this Booklet or followed the instructions or if errors exist in the Images or other information contained in the File, Bank, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a “Corrected File”). As a form of correction, Bank may credit Customer’s Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Files submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such File or the Images or other information contained therein. If after examination of a File and the Images and other information contained therein, Bank determines that Customer has complied with this Booklet, the File is balanced and the Images meet the requirements of Section 5.6 of this Service Section, then Bank shall accept the File (an “Accepted File”) for deposit to Customer’s Account. Upon acceptance of the File, Bank shall electronically notify Customer of receipt and acceptance of the Accepted File for deposit. Notwithstanding the fact that Bank has accepted a File for deposit, any credit made to Customer’s Account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

5.8 Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank shall grant Customer’s Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, “Provisional Credit” means that the credit is made to Customer’s Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank’s Funds Availability Disclosure.

5.9 Laws, Rules and Regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks

and drafts and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (“**FTC**”), the Board of Governors of the Federal Reserve, Electronic Check Clearing House Organization (“**ECCHO**”) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the “Rules”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Booklet and the Rules, the Rules will control.

5.10 Collection of Checks. Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Bank’s selection of the clearing agents shall be considered to have been designated by Customer. Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

5.11 Contingency Plan. Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Bank, or otherwise process a deposit, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Bank and deposit original Checks with Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Booklet. Notwithstanding the foregoing, and to the extent applicable, Part II, Section 5.12 of this Booklet dealing with warranties shall apply to the deposit of original Checks.

5.12 Warranties. Customer represents, warrants and covenants the following to Bank:

- a. Checks Deposited. Customer shall only deposit Checks that are authorized by this Booklet, and the Deposit Agreement;
- b. Image Quality. Each Image transmitted by Customer to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Service Section;
- c. Accuracy of Information. All data and other information submitted by Customer to Bank, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Service Section;
- d. Business Purpose Only. Customer is not a consumer, and the Service shall be used for business purposes only;
- e. No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- f. No Loss. No Subsequent transferees of the Item(s), including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- g. Information. All information provided by Customer to Bank is true, complete and accurate and properly reflect the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Bank;
- h. Authority and Legality. (i) Customer is authorized to enter into, and perform its obligations under, this Booklet; (ii) the person signing the Enrollment Form on behalf of Customer is duly authorized to execute the Enrollment Form (iii) this Service Section is valid and enforceable against Customer in accordance with its terms; and (iv) the entry into, and performance of, this Service Section by Customer will not violate any law, or conflict with any other agreement, to which Customer is subject;
- i. No Litigation. There is no action, suit or proceeding pending or, to Customer’s knowledge, threatened which, if decided adversely, would impair Customer’s ability to carry on its business substantially as now conducted or which would adversely affect Customer’s financial condition or operations.
- j. Transactions. All Checks and business transactions of Customer are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- k. Rule Compliance. Customer conducts its business, and submits Checks and Files in compliance with this Booklet, applicable law and the Rules.
- l. Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.

5.13 Returned Checks.

a. **Chargeback of Returned Checks.** If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintained the original Check or has destroyed the original Check in accordance with Section 5.5 of this Service Section, the original Check will not be returned, and Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer.

b. **Special Instructions.** Customer may request that Bank re-present returned Images of Checks to the drawee or process returned Images of Checks according to instructions provided by Customer to Bank (the "Special Instructions"). These Special Instructions may be given to Bank in a separate document in conjunction with or subsequent to the execution of the Enrollment Form. Bank shall not be bound by such Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to Customer Account to which the Checks were deposited. In the event that Customer has requested that returned Images of Checks be re-presented, in no event will Bank re-present an Image of a Check or an ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by the Rules. Customer may change or amend the Special Instructions by providing Bank a written request to change or amend the Special Instructions. Changes or amendments to the Special Instructions shall not become effective until acknowledged and accepted in writing by Bank. Customer hereby agrees to pay Bank the fees for processing returned Checks and Special Instructions contained in Bank's then current schedule of fees for such services.

5.14 Errors or Discrepancies. Transaction confirmation is generally provided through Customer's periodic account statements issued by Bank pursuant to separate deposit account agreements between Bank and Customer and may be provided through Internet access to Customer's Account information (provided Customer has enrolled in certain Internet-delivered Services).

a. Customer agrees to promptly examine Customer's account statements and any other notices or confirmations provided by Bank with respect to Service transactions and to notify Bank immediately in the event of any errors or any discrepancies between Customer's records and information received from Bank. Customer also agrees to notify Bank immediately of any error or discrepancy Customer may find in reviewing Customer's Account information via the Internet.

b. Bank and Customer agree that thirty (30) days is a reasonable period of time for Customer to notify Bank of errors and discrepancies (including, without limitation, unauthorized transactions), unless any other applicable administrative documents, operating rules, agreements or laws provide for a shorter notification period, in which case such shorter period shall apply, and if Customer fails to notify Bank in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Bank of the documentation reflecting such error or discrepancy, Customer shall be precluded from asserting such error or discrepancy against Bank.

c. Customer agrees to provide Bank with all information Bank reasonably requests in connection with investigating any error or discrepancy.

d. This Service Section does not modify error or discrepancy notification requirements that may be set forth in deposit agreements between Bank and Customer governing Customer's Account(s) (including, without limitation, notification regarding checks paid without a properly authorized signature), except to the extent that any errors or discrepancies specifically relate to Service transactions.

5.15 Limits on Services. Bank, in its discretion, reserves the right to establish from time to time limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on Customer's Account balances, the terms and provisions of other agreements in effect between Customer and Bank with respect to specific transactions to be performed hereunder, applicable law, systems limitations, and other factors deemed significant by Bank in its sole discretion. Customer agrees to abide by and be bound by all limitations and restrictions imposed from time to time by Bank.

5.16 Indemnification and Liability; Third Party Claims. Customer hereby indemnifies Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses

(including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Booklet, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Customer's (i) failure to report required changes, (ii) transmission of incorrect data to Bank (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, or (vi) deposit of a prohibited check; (b) Bank's (i) provision of the Service, or (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's warranties, representations and/or obligations under this Booklet or any other agreement between Customer and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Booklet and/or (d) Customer's breach or violation of any Rules; provided, however, Customer is not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

5.17 Third Parties; Maintenance.

a. **Service from Others.** Customer may be using special equipment, services or software provided by a third party to assist it in processing Checks and Files hereunder (each a "Third Party" and, if more than one, "Third Parties"). Customer (i) agrees that any Third Party is acting as Customer's agent in the delivery of Checks and Files to Bank, an (ii) agrees to assume full responsibility and liability for any failure of that Third Party to comply with the Rules or this Booklet. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by a Third Party or a malfunction of equipment provided by a Third Party. Customer shall provide at least 10 days advance written notice to Bank in the event it uses any such Third Party. Customer is solely responsible for maintaining compliance with the requirements of any Third Party, including obtaining any software updates. Bank shall not have any responsibility for any Check or File handled by a Third Party until that point in time when Bank accepts and approves a Check or File from such Third Party for processing.

b. **Equipment Maintenance.** If Customer provides the equipment, Customer shall be solely responsible for obtaining and properly maintaining its equipment and system requirements, its electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to use the Service. Bank shall not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

SECTION SIX: POSITIVE PAY

This Section Six governs Customer's use the Positive Pay Service. Bank, in its sole discretion, may not permit Customer to use the Positive Pay Services until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Positive Pay Service, and until Bank has had a reasonable opportunity to receive and review for proper execution by an authorized signatory and activate the Service Section. In any event, Customer agrees that the use by Customer of any Service Section shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service Section as may be in effect as of the time of such usage, whether set forth in this Booklet or otherwise prescribed by Bank.

Bank offers the Positive Pay Service subject to the terms of this Booklet only in association with the Customer Accounts, and this Booklet supplements but does not replace the terms and conditions governing the Account.

To utilize the Positive Pay Services described herein Customer must be enrolled in and be an active participant in Blackhawk Bank Online. Customer agrees that by using the Positive Pay Services described in this Section Six, Customer has read and agrees to the Terms and Conditions pertaining to the Designated Accounts (as defined below).

6.1 *Check Positive Pay Service. Customer may use the Positive Pay Service to quickly identify and act upon fraudulent checks as well as quickly reconcile Customer's Designated Accounts. Customer shall provide the Bank with a Check Issue File or "File" in the manner described and defined below, detailing all checks Customer has issued on the Designated Accounts. This File is to be imported into the Bank's system for comparison to checks presented for payment against Customer's Designated Accounts. "Designated Accounts" are the deposit accounts designated for Positive Pay on the Enrollment Form. Customer must log into Blackhawk Bank Online to utilize the Positive Pay Service described herein.

a. **Check Issue File.** A "**Check Issue File**" (referenced sometimes herein as the "**File**") is a file issued by Customer to the Bank which provides a list of all outstanding checks issued by Customer against the Designated Accounts which were not previously listed on a Check Issue File. If Customer has selected the "Payee Name Validation" on the

Enrollment Form, Customer shall also provide the name of the Payee on the Item in the Issue File. The File transmitted to Bank shall constitute the signature of Customer for purposes of determining whether a Presented Check is properly payable. **“Presented Check”** means a check drawn on a Designated Account and presented to Bank for payment. By transmitting the File, Customer expressly warrants that all Presented Checks that match the information in the File are properly payable. The File must accurately state the check number, issue date, and exact dollar amount on each check drawn on the Designated Accounts. Customer may upload Files to Bank’s system on a monthly, weekly, daily and/or hourly basis. Before beginning the Positive Pay Service and providing its first File, Customer must provide Bank a list of all outstanding checks on the Designated Accounts. As noted herein, any Presented Check that does not appear in a File received by Bank or that is not manually uploaded by Customer, shall appear in the Check Exceptions. In order to avoid having a large number of items in the Check Exceptions, due to checks being presented before Bank has had an opportunity to match them to the uploaded checks, Customer should upload the File or checks to Bank’s system at least one (1) Business Day before a check is delivered to the payee.

In the event of system failure, either that of Customer or of the Bank, and the File cannot be or is not received by the Bank for any reason or the Bank cannot process the file for any reason, the File shall be considered as not received, even if the Bank has possession of the File. The Bank shall have no responsibility for a File that is not received and all checks presented on a Designated Account for which no File is received will be listed on the Check Exceptions as provided below.

b. **Software.** It is not required that Customer have any type of accounting software to utilize this Positive Pay Service, because Customer also has the ability to manually upload outstanding checks via Blackhawk Bank Online. Customer may upload a file to Bank’s system using a spreadsheet format that meets the requirements of Bank that may be established from time to time. Bank shall have the right to reject any file that is presented in a format that cannot be uploaded by Customer or processed by Bank. If you do have software that will create a Positive Pay file, our system may be customized to fit your software formatting requirements. We do ask that if you are going to use software to upload a Positive Pay file to our system that you send us a test file at least five (5) business days before activating this service. This will allow us to test compatibility of your software file format.

c. **Printed Check requirement.** If you order or print checks from any check-printing vendor other than the Bank’s approved vendors, you agree to ensure the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Positive Pay violations and additional costs to you.

d. **Payment of Presented Items and Reporting of Exception Issues.** Bank shall compare each Presented Check (other than checks not covered as discussed in subsection 6.5) to the checks identified in the File received by the Bank from the Customer. Unless Customer has selected the Payee Name Validation service in the Enrollment Form, Bank will not review or attempt to match the payee on the check even if Customer has provided Bank with the payee information. Unless Customer has selected Positive Pay service, the Bank is directed otherwise and agrees, Customer has sole responsibility for matching the payee on the checks identified by Customer in the File. If Customer has selected Payee Name Validation, Customer acknowledges and agrees that Bank shall use reasonable efforts to match the name of the Payee on the Item in the Issue File to the Presented Check and that Bank shall not be liable to Customer if Bank is not able to match the Payee designated in the Issue File to the Presented Check, even in circumstances where the Payee on the Presented Check does match the Payee on the Item in the Issue File. In the event that the check number and the amount of the Presented Check match the Item in the Issue File but the Payee does not match, the Presented Check shall be designated as an Exception Item subject to further review by Customer. It is your responsibility to work and clear your Positive Pay exceptions daily by the cutoff time listed in Appendix A- Treasury Management Service and Fee Schedule.

A **“Matched Check”** is a Presented Check that matches a check identified in the File by check number, issue date, and exact dollar amount.

The Bank shall provide to Customer, via Blackhawk Bank Online, a list of any Presented Checks on the Designated Accounts (other than checks not covered as discussed in subsection 6.5), that do not exactly match (per the criteria identified above) the checks identified in the file (**“Exception Check”**) in a form entitled **“Check Exceptions.”** Bank shall make the Check Exceptions available to Customer, via Blackhawk Bank Online, by 12:00 PM Central Time each Business Day. Customer may set up an Alert in Blackhawk Bank Online and Bank will send an Alert via email, or text message when the Check Exceptions form is available. The Customer must log into Blackhawk Bank Online to review the Check Exceptions. Customer must log into Blackhawk Bank’s Online Banking to review the Check Exceptions no later than the cutoff time listed in Appendix A- Treasury Management Service and Fee Schedule.

6.2 ACH Positive Pay/ ACH Debit Blocking Service. Company will provide criteria for blocking to the Bank per the Bank’s requirements. Company may specify specific Company names and Company IDs to block or a maximum amount for Entries. The Bank may also return an Entry for any reason that an Entry may be returned under the NACHA Rules. The

Service does not apply to transactions between Company and the Bank. When ACH Debit Blocking is terminated for any reason, the Bank will no longer be obligated to monitor Entries against Company's authorization criteria and the Bank will receive and accept or return Entries to Company's account in accordance with the Bank's normal procedures. Company will still retain the right to return Entries in accordance with the NACHA Rules. If Company also subscribes to the Bank's ACH Positive Pay Services as described, Company will still need to make Company's pay or return decisions under Company's ACH Positive Pay Services. Such decisions will supersede the terms contained in the ACH Debit Blocking Service.

ACH Debit Blocking excludes SEC codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded are any incoming returns and corrections. You understand that all ACH items being returned will be returned to the sender/originator as a "Stop Payment" order.

ACH Positive Pay allows you to verify and accept ACH items being presented against your account before the item posts to the account. ACH Positive Pay only allows you to view debit ACH transactions. ACH Positive Pay excludes SEC codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded are any incoming returns and corrections. You understand that all ACH items being returned will be returned to the sender/originator as a "Stop Payment" order. ACH Positive Pay allows you to verify and accept ACH items being presented against your account before the item posts to the account. ACH Positive Pay only allows you to view debit ACH transactions. ACH Positive Pay excludes SEC codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE, POP, RCK, SHR, TRC, TRX, and XCK since these transactions are either non-monetary or are checks which have been converted to electronic format. Also excluded are any incoming returns and corrections.

In order to participate in ACH Positive Pay, you must be enrolled as a Treasury Management customer, and all of your Bank accounts that you intend to enroll in ACH Positive Pay must be on your Business Online Banking.

It is your responsibility to view your ACH Positive Pay items each Business Day no later than the cut-off time specified in Appendix A- Treasury Management Service and Fee Schedule, and indicate your desire to have the item paid or returned. If Bank does not receive an indication from you prior to the specified cut-off time, the item will be returned. You understand that all ACH items being returned will be returned to the sender/originator as a "Stop Payment" order.

6.3 Pay Request/Return Request. Prior to the cutoff time listed in Appendix A - Treasury Management Service and Fee Schedule, or upon Bank's notification if Customer has elected to receive an Alert, a Positive Pay Contact (defined below) of Customer will either confirm the validity of the Exception Item and request the Bank to pay the Item ("Pay Request") (in which case Bank will pay the Exception Item provided Customer responds within the time specified below), or will instruct Bank to dishonor (return) the Exception Item ("Return Request"). Bank may rely upon instructions received from any one Positive Pay Contact. Bank is not required to obtain approval or confirmation from Customer, from any Administrator or from any other Positive Pay Contact. Customer agrees that a Positive Pay Contact will respond to Bank concerning each Exception Item using the electronic service by the cutoff time listed in Appendix A- Treasury Management Service and Fee Schedule. Customer agrees to pay Bank the Exception Item's fee, plus interest if applicable, for each Exception Item presented to Bank. Notwithstanding the provisions contained in this Section 6.3, Bank may return (without providing Customer notification prior to such return) each Exception Item that is personally presented by an individual to Bank for payment.

Customer shall designate Authorized Users on the Enrollment Form who are authorized to instruct Bank concerning the disposition of Exception Items ("**Positive Pay Contacts**"). Any Administrator may, from time to time, add or delete Positive Pay Contacts or change contact information by providing Bank a revised list, and completing a Treasury Management Application and Enrollment Form Amendment. No such change in Positive Pay Contacts or contact information shall be effective until Bank receives the revised list and has a reasonable period of time to act thereon. Bank shall not be responsible for any claims, liabilities, losses, damages, costs or expense resulting from, or relating to, Bank's payment or return of a Presented Check, or Bank's other action or inaction, that is based upon: (i) an Unauthorized Person's instructions to pay or return an Exception Item or other instructions; (ii) an Unauthorized Person's failure to respond to Bank's notification concerning an Exception Item; or (iii) an Unauthorized Person's revision to the list of Positive Pay Contacts. "**Unauthorized Person**" means any person included in the Positive Pay Contacts list that is, however, not authorized to act on Customer's behalf, whose name remains on the list because of an Administrator's failure to update the list or because of other Customer error.

Each Matched Check or check within the Check Exceptions which Customer authorizes Bank to pay in accordance with this Service will be paid without Bank performing its customary (or any other) check verification procedures. Bank will have no liability whatsoever for paying such Matched Check or Customer authorized check even if its serial

number or amount is altered, or even if it is a counterfeit, bears a forged or unauthorized signature or was otherwise not validly issued. Customer acknowledges and agrees that each Presented Check which Bank pays in accordance with this Section Six will be conclusively deemed to be properly payable.

Subject to subsection 6.7 Bank shall not pay any Presented Check for which Bank has received from Customer a “stop payment” order request consistent with the Terms and Conditions agreement between the parties governing the Designated Accounts.

6.4 Default. THE FAILURE OF CUSTOMER TO COMMUNICATE EITHER A PAY REQUEST OR RETURN REQUEST AS TO THE CHECKS WHICH ARE ITEMIZED AS CHECK EXCEPTIONS, OR THE FAILURE OF BANK TO RECEIVE ANY SUCH PAY OR RETURN REQUEST FROM THE CUSTOMER, SHALL BE CONCLUSIVELY DETERMINED TO BE A PAY OR RETURN REQUEST BY DEFAULT AS INSTRUCTED BY CUSTOMER IN THE ENROLLMENT FORM. BANK SHALL NOT BE LIABLE TO CUSTOMER FOR PAYING OR RETURNING SUCH CHECK EXCEPTIONS AND SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH PAID CHECKS.

6.5 Checks Not Covered. This Positive Pay Service does not cover a Presented Check which the Bank has already cashed, negotiated or paid or which the Bank is already committed to honor or pay under applicable laws, regulations or rules governing such items. All transactions presented to Bank for immediate payment, such as Presented Checks presented over the counter (i.e. at a teller window or drive through) to be cashed or paid, will not be matched to the File or sent as an Exception Check prior to payment of such checks.

Notwithstanding any other provision of this Section Six, Customer authorizes Bank to return the Presented Check which fits the criteria in the preceding paragraph. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

6.6 Errors. The Bank is not responsible for detecting any Customer error contained in any File, Pay Request or Return Request communicated by the Customer to the Bank or for any File, Pay Request or Return Request not timely received by Bank via Blackhawk Bank Online.

6.7 Stop Payment and Return Decisions. The Positive Pay Service will not be used as a substitute for Bank’s stop payment service. Customer will follow Bank’s standard stop payment procedures if it desires to return a Matched Check or other check that was validly issued. Nothing in this Section Six will limit Customer’s right to stop payment on any Matched Check or other check or Bank’s right to return any Matched Check or other check that Customer has authorized Bank to pay in accordance with this Section Six if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank’s agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.

6.8 Communication. The Customer is solely responsible for setting up Blackhawk Bank Online, for providing accurate electronic addresses for communication in connection with transactions contemplated in this Section Six, for all security of Customer’s systems and devices used to access Blackhawk Bank Online.

6.9 Limitation of Liability.

a. **Wrongful Dishonor.** Bank’s liability to Customer for any Presented Check erroneously paid by Bank in breach of this Section Six (“**Bank’s Wrongful Honor**”) shall be limited to the lesser of the amount of the wrongfully paid Presented Check, ACH or Customer’s actual damages resulting from Bank’s payment of the Presented Check or ACH. Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank’s Wrongful Honor discharged for value an indebtedness of Customer. Bank also retains the right to assert Customer’s failure to exercise reasonable promptness or ordinary care under the UCC. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the UCC. Bank’s liability for wrongful dishonor of a Presented Check shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns a Presented Check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts. Customer agrees that Bank exercises ordinary care whenever it pays or returns a Presented Check consistent with the provisions of this Section Six.

b. **Loss Recovery Efforts.** The Customer agrees to cooperate with Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Positive Pay Service. The Customer acknowledges that the fees of Bank for the Positive Pay Service, has been established in contemplation of: (a) these limitations on our

liability, (b) the responsibility of the Customer to review statements, confirmations, and notifications promptly and to notify Bank immediately of any discrepancies or problems, and (c) the responsibility of the Customer to assist Bank in any loss recovery effort.

c. **Hold Harmless.** Customer shall accept liability to any party and indemnify and hold the Bank harmless for any damages, losses, fines, fee, taxes, legal expenses, or actions at law arising from the return (dishonor) of any Presented Check if such return resulted from the correct application of any Pay or Return Request of Customer.

d. **Properly Payable Debit.** Any Presented Check that is paid in accordance with the Positive Pay Service shall conclusively be considered properly payable and Customer agrees that Bank shall have no liability to Customer for paying Presented Checks in accordance with the Positive Pay Service.

6.10 Security Procedures. Without limitation on the security precautions or procedures set forth in Part II, Section One pertaining to Blackhawk Bank Online, the Customer agrees:

a. In its sole and absolute discretion Bank may elect to specify security procedures which relate to this Positive Pay Service and Blackhawk Bank Online. When such procedures are specified, Customer agrees that the purpose of the security procedures is to verify the authenticity of any Pay Request and Return Request submitted to Bank by Customer. Customer's continued use of this Positive Pay Service following receipt of any security procedure specifications from Bank constitutes Customer's acceptance of such security procedure, Customer's acknowledgement that such security procedures are commercially reasonable, and Customer's agreement that all Pay Request and Return Request communicated by Customer hereunder will comply with such security procedures.

b. Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Pay Request and Return Request and to limit access to the Positive Pay Service procedures to only those individuals whom Customer has authorized to act on its behalf with respect to this Service, and shall otherwise comply with the procedures and security precautions set forth herein pertaining to Blackhawk Bank Online. Any Pay Request or Return Request (including a request for cancellation, amendment, or reversal of any such request or instruction) or other communication received by Bank that purports to have been submitted or authorized by Customer in accordance with this Section Six and/or Section One pertaining to Blackhawk Bank Online, with the user name, password, or other identification codes designated by Customer shall be effective and binding upon Customer even if such request or instruction was not in fact authorized by Customer, provided Bank has acted in good faith.

c. If Customer believes the security procedures have been compromised or that confidential information regarding the use of this Positive Pay Service has become known to any individual who might initiate unauthorized Pay Requests or Return Requests, Customer agrees to promptly notify Bank to initiate such corrective action as might be necessary to prevent unauthorized access to the Positive Pay Service.

SECTION SEVEN: SWEEP SERVICE

Sweep Service Terms and Conditions

7.1 Scope of Sweep Services. As described below, Blackhawk Bank ("Bank") offers its Customers the following Sweep Service options:

1. Target Balance Sweeps (including zero balance)
2. Business Interest Sweep
3. Commercial Line of Credit Sweep (including an optional one-way sweep)

Services are automatic and occur on any Business Day after the final posting of Items in the Primary Account.

7.2 Definitions:

"Available Credit": For purposes of the Commercial Line of Credit Sweep, the principal amount available to Customer under the terms of the Line of Credit, which will at no time exceed the stated principal amount of the Note, less the principal amount thereof then outstanding.

"Available Funds": The net funds in the Primary Account(s) that are eligible to be swept at the end of a Business Day after considering all deposits and Checks and other Items drawn on the Account. The funds availability policy of Bank will apply to deposits in the Primary Account.

"Loan Documents": For purposes of the Commercial Line of Credit Sweep, the promissory note ("Note") and any business loan agreement, mortgage, commercial security agreement, or other document or instrument executed in connection with the note evidencing Customer's line of credit provided by Bank as designated on the Set-up Schedule ("Line of Credit").

"Primary Account": An Account at Bank, as shown on the Account Set-Up below, which Customer has designated as being covered by the Sweep Service described herein and on which Customer authorizes Bank to transfer out on a

daily basis funds in the amount of any Target Balance Excess, and/or in some Sweep Services to transfer funds in the amount of any Target Balance Deficit so that at the opening of each Business Day the Primary Account will have the Target Balance.

“Sweep Account”: The Account at Bank, as shown on the Account Set-Up below, that Customer has designated as being covered by the Sweep Service described herein and on which Customer authorizes Bank to transfer Available Funds, on a daily basis, to or from a Primary Account in order to achieve the selected sweep of funds.

“Target Balance”: The Available Funds balance designated on the Account Set-Up below, that Customer wishes to maintain in the Primary Account and which Bank will sweep funds out of or into to maintain that balance. For Zero Balance Sweeps, the Target Balance will be zero.

“Target Balance Excess”: The amount of Available Funds in the Primary Account at the end of any Business Day in excess of the Target Balance.

“Target Balance Deficit”: On any Business Day, the amount by which the Available Funds balance in the Primary Account is less than the Target Balance.

“Zero Balance Account”: The Primary Account used when the Target Balance is zero.

7.3 Target Balance Sweeps. This Sweep Service will transfer on each Business Day to one or more non-interest-bearing Sweep Accounts the amount of Target Balance Surplus in a Primary Account and, as needed, will transfer on each Business Day from one or more Sweep Accounts to the Primary Account amounts necessary to cover any Target Balance Deficit. In each event, the funds will be swept in increments as provided on the Set-up Schedule.

If the Target Balance is zero, the following provisions will apply:

a. Customer shall make arrangements for there to be sufficient Available Funds in the Sweep Account to cover all items drawn on the Zero Balance Account presented for payment on the Business Day on which presentments are made. Items drawn on the Zero Balance Account shall conform to check specifications provided by Bank to Customer. Issuance of Items, which have not received Bank’s prior approval as to compliance with Bank’s check specifications, may result in charges for extra processing.

b. Bank will automatically transfer funds from the Sweep Account to the Zero Balance Account to cover Items that are presented for payment. To the extent that such Available Funds, in the Sweep Account, are insufficient to cover such Items, Bank is authorized to transfer Available Funds by provisional credit to the Zero Balance Account in an amount equal to the total of all amounts payable on all Items, which are presented to Bank. If the Available Funds on deposit in the Sweep Account are insufficient for such purpose, Bank may in its sole discretion revoke the provisional credit to the Zero Balance Account and return the Items which created such provisional credit unpaid, or Bank may in its sole discretion provisionally advance the necessary additional funds to Customer and transfer such provisional credit in the amount thereof to the Zero Balance Account (any such transfer or provisional credit shall remain revocable, at all times, by Bank in its sole discretion prior to midnight of the day following presentment of the Items). If Bank should provisionally advance any funds to Customer, such action shall not establish a course of dealing between the parties that shall require Bank to provisionally advance any additional funds. If Customer fails to repay any such provisional advance on the Business Day on which Bank notifies Customer of such advance, Bank shall, without any requirement of prior notice to Customer, automatically reverse such provisional credit, initiate a Debit in the amount of the original advance to the Zero Balance Account, and return any or all affected Items unpaid. Bank also may return any items, which Bank determines, are not properly payable. Customer agrees to pay any and all overdraft fees, interest and charges that may be accessed against customer’s deposit account.

7.4 Business Interest Sweep. Under this Sweep Service, Bank will sweep any Target Balance Excess in the Primary Account on any Business Day in increments selected on the Account Set-Up below, to a Sweep Account that earns interest. Funds will automatically sweep back to the Primary Account, subject to any maximum limitations established by law.

7.5 Commercial Line of Credit Sweep. The commercial line of credit sweep will sweep funds to and from the Primary Account under paragraphs a) and b) below or, if selected by Customer, it may only sweep from the Line of Credit to the Primary Account to cover overdrafts as provided in paragraph b).

a. **Loan Sweep.** Bank will sweep funds out of the Primary Account as described below in the increments provided in this Sweep Agreement in order to pay down the amount due on the Note.

i) If there is a Target Balance Excess at the end of a Business Day, Bank will (A) debit the Primary Account for the amount of any unpaid principal balance under the Note, up to the amount of the Target Balance Excess, and (B) apply the amount of the Debit to the unpaid principal balance of the Note.

ii) In no event will Bank debit the Account pursuant to these Service Terms & Conditions to pay any interest that shall accrue under the Note, but this shall not affect Bank’s right to set-off against the Account any monies due Bank

under the Note, including, but not limited to, principal and interest, and Bank hereby expressly reserves such right of set-off and any other rights under the Loan Documents.

b. **Extension of Credit under Note.** Bank will sweep funds into the Primary Account in increments as provided on the Set-up Schedule according to the following terms and in the following order:

i) If there is a Target Balance Deficit, including an overdraft, Bank will extend credit to Customer to the extent provided in subparagraphs (ii) and (iii) below.

ii) If the Available Credit at such time equals or exceeds the Target Balance Deficit, Bank will (A) extend credit to Customer by making an advance under the Note in the amount of the Target Balance Deficit and (B) Credit the amount of the advance to the Primary Account to eliminate the Target Balance Deficit, as applicable.

iii) If the Available Credit at such time is less than the Target Balance Deficit, Bank will (A) extend credit to Customer by making an advance under the Note in the amount of the Available Credit and (B) credit the amount of the advance to the Primary Account to reduce the Target Balance Deficit.

c. **Advances.** All advances under the Note made pursuant to these Service Terms & Conditions shall be evidenced by, bear interest at the rate provided in, and be repaid in accordance with the terms of the Note and shall be secured by any and all collateral securing the Note. In no event shall Bank have any obligation to make advances under the Note in excess of the Available Credit.

d. **Authorizations.** Customer authorizes Bank to charge and credit the Account, make advances and payments on behalf of Customer under the Note in accordance with the terms of these Service Terms & Conditions, all without further notice to or authorization by Customer or any authorized person, if any, identified in the Note.

e. **Effect on Loan Documents and Other Agreements.** The terms of the Loan Documents are hereby modified to include the terms and provisions of these Service Terms & Conditions, including, without limitation, Section 5(a) and (b) hereof. However, these Service Terms & Conditions are not intended to and shall not be construed to modify or supersede the Loan Documents or the respective rights and obligations of Customer and Bank as therein provided or any other agreements, terms, conditions, rules or regulations of Bank as may be applicable to the Line of Credit or the Primary Account, including, without limitation, any requirements relating to minimum balances and service or other charges. In the event of any conflict between these Service Terms & Conditions and the Loan Documents, the Loan Documents will prevail with respect to the Line of Credit.

7.6 Fees and Processing. Customer agrees to pay the Bank for performing the services set forth in Appendix A- Treasury Management Service and Fee Schedule in this Booklet. This shall follow section 1.19 Payment for Services and Processing Time Cutoff section of this Booklet.

Appendix A - Treasury Management Service and Fee Schedule

Bank and Company agree to the following schedule of Service Fees, Service Hours and Cut-Off Times for Treasury Management Services. This schedule may be modified from time to time with notification of Company in writing, through email or through publication. Continued use of the services described herein constitute acceptance of the modification of Service Fees, Services Hours and/or Cut- Off Times.

Monthly fees cited below are estimates only, and Company will be charged finalized fees based on their Treasury Management Fee Proposal. Monthly fees will begin in the month following enrollment for the service. Maintenance charges will not be refunded for any month where there is no activity. Treasury Management charges will be deducted from the primary checking account designated by you on your application, or if requested, billed to your analyzed checking account. Excess balances maintained in your Analysis Checking account may be used to pay for all or part of these fees.

Business Online Banking

Basic Services

Monthly Maintenance Fee - Basic Services (includes balance reporting, internal funds transfer, alerts, and statements)..... No Charge
 Mobile Banking No Charge
 Multi-level User Controls..... No Charge
 Secure Virtual Token..... No Charge
 Stop Payment, (each)\$15.00
 Secure Physical Token Replacement.....\$25.00

ACH Monthly Access.....\$25.00
 ACH, per Item.....\$0.12
 Same Day ACH File, emergency\$100 +.20 per item
 Same Day ACH, per file..... \$10.00
 Same Day ACH, per item..... \$0.20
 Monthly 3rd Party ACH Sender \$10.00
 Hard Copy NACHA Rules & Regulation..... \$50.00
 Returned ACH Origination Fee \$7.00

Wire Monthly Access.....\$25.00
 Outgoing Domestic Wire, per wire.....\$15.00
 Outgoing International Wire, per wire \$50.00

Remote Deposit Capture (RDC)

Monthly Access \$40.00
 RDC Items deposited \$0.10
 Scanner Monthly RentalBased on scanner type
 Corrections.....\$0.35
 Balancing Corrections.....\$1.75
 Business Mobile Deposit Service Monthly Access\$25.00
 Lost or unreturned terminal\$1000.00
 ACH, per item..... \$0.08

Treasury Bundles

ACH & Wire Transfer \$40.00
 ACH & RDC.....\$55.00
 ACH , Wire Transfer, & RDC.....\$75.00

Bill Pay No Charge
 Bill Pay Payroll \$10.00

Smart Pay Express, per month..... \$50.00
 Credit Card Gateway.....\$15.00
 Transactions Processed\$0.12
 Return Item Fee..... \$1.00
 SmartDetect Account Validation (per validation)\$0.25

Electronic Data Interchange (EDI) \$1.00

Positive Pay

Check Positive Pay No Charge
 ACH Positive Pay No Charge
 ACH Blocks..... No Charge

Monthly Investment Cash/LOC Sweep.....\$100.00

CD-ROM

Monthly \$30.00
 Quarterly \$60.00
 Annually.....\$100.00

Training Demo, New Administrator..... No Charge

Monthly Money Service Business Fee \$20.00

Merchant Processing..... Per Contract

Armored Car Service Per Contract

ATM Services Per Contract

BUSINESS DAY – Mondays through Fridays, except for Federal holidays. Federal holidays in the United States are generally the ten holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday or any Federal holiday will be processed by the Bank on the next Business day.

EFFECTIVE DATE – Date when the transaction is set to occur. The Effective Date must be a Business Day or the record will be processed on the first Business Day following the Effective Date.

SERVICE HOURS – Generally, Blackhawk Bank’s Online Banking is available 24 hours a day, every day of the year, although transactions will only be processed on Business Days and certain cut-off times apply. The Bank does not, however, guarantee continuous, uninterrupted access, and you understand that service may be temporarily unavailable as the result of power outages, hardware or software malfunctions, interruptions in communications, and hardware and software maintenance and upgrades, or any other issue beyond the Bank’s reasonable control, and the Bank will not be liable for your inability to initiate transactions because of any of the foregoing conditions.

CLIENT SERVICES HOURS – To contact us regarding unauthorized transactions, change in services, or any other issues, you may contact us at 1-800-209-2616 Monday – Friday 8:00 AM – 6:00 PM Central Time (CT) and Saturday 8:30 AM – 12:30 PM CT. You may also contact us through email at: treasurymanagement@blackhawkbank.com, or by sending us a secure message through your Blackhawk Bank Online Banking. We, generally, respond to electronic messages within one Business Day of receipt.

PROCESSING TIME CUT-OFFS – In order to meet applicable deadline windows at the Federal Reserve Bank and to ensure transactions are posted on the Effective Date contained in the files that are transmitted from the Bank, the following cut-off times have been established:

TRANSACTION TYPE	CUT-OFF TIMES (all times are in Central Standard Time)	DAY OF DELIVERY
ACH Debit Transactions	4:00 PM	One Business Day prior to Effective Date
ACH Credit Transactions	4:00 PM	Two Business Days prior to Effective Date
Same Day ACH (Debit or Credit)	11:00 AM	Current Business Day for items
Account Transfers	7:00 PM	Effective Date
ARP/Positive Pay	11:00 AM	Next Business Day after the Bank provides Customer notification of Exception
Loan Payment or Advance	7:00 PM	Effective Date
Online Bill Payment (through Blackhawk Bank’s Online Banking)	2:00 PM	Dependent on payment method accepted by Payee. Approximate Day of Delivery is given at time of Bill Pay input.
Remote Deposit Capture	6:00 PM	Effective Date
Remote Deposit Capture and Mobile Deposit Service	7:00 PM	Current Business Day for Check; Effective Date for ACH
Stop Payment	7:00 PM	Effective Date
Wire Transfer	3:30 PM	Current Business Day

HOLIDAY SCHEDULE

The following dates are Federal Holidays. Blackhawk Bank will not process ACH files on these dates, even if the Bank is open for business. Please ensure these dates are not used as Effective Dates in your ACH files.

Holiday	Date
New Year's Day	January 1*
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

*If January 1, July 4, November 11, or December 25 fall on a Sunday, the following Monday will be considered a Federal Holiday.