

ONLINE SERVICES AGREEMENT

RECITALS

- A. The Customer desires to obtain various banking services (the "Services") from Park Bank Milwaukee (Park Bank) from time to time through the Internet.
- B. Park Bank Milwaukee will provide the Services selected by the Customer on the Park Bank Business Express Package Application to the Customer through the Internet.

AGREEMENT

1. **Services Selected.** The Customer understands that various current and future Services are made available through Park Bank Business Express. The terms and conditions for each Service are set out in this Agreement by entering into this Agreement and the Park Bank Express Package Application, the Customer is agreeing to the terms and conditions for each Service, which it has selected.
2. **Communications.**
 - 2.1 **Hardware.** The Customer is responsible for selecting any and all necessary hardware including, but not limited to, modems, analog lines, or PC's. The Customer acknowledges that Park Bank will not provide any hardware or recommendations for hardware. The Customer assumes full responsibility for any defect, malfunction, or interruption in service or security due to hardware failure.
 - 2.2 **Internet Access.** The Customer is responsible for selecting a means of accessing the Internet, via an Internet Service Provider and communications software, or by other means. The Customer acknowledges that Park Bank will not provide any software or recommendations for an Internet Service Provider. The Customer assumes full responsibility for any defect, malfunction, or interruption in service or security due to its Internet communications software or Internet Service Provider.
3. **Risks of Using the Internet.** The Customer understands and acknowledges that the Internet is an unsecured, unstable, unregulated, and unpredictable environment and that its ability to use the Services is dependent upon the commercial or internal online service the Customer has chosen and is using, as well as the Internet and equipment, software, systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). The Customer understands that, while Park Bank and its service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to accounts or transactions of the Customer, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the Services will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. The Customer also understands that there may be times when access to the Services is unavailable for transactions. The Customer understands and agrees that Park Bank, and its affiliates, is not responsible for any such delays or malfunctions, and is not responsible for the acts of third parties.
4. **Passwords and Access Codes; Unauthorized Access to My Account.** Postal Mail shall provide the Customer with their Company ID number, User Name and Password ("Codes") upon enrollment for the Services. The Customer will be provided with a single User Name and Password for Park Bank Business Express. The user of the User Name and Password (the "Administrator") and the Customer are responsible for creating and maintaining subsequent user accounts for the Customer, including assigning and revoking access privileges for those users and providing new and subsequent Codes to those users. The 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 the Administrator grants these privileges to a user, that user will also be considered an Administrator. The Customer will be required to use the Codes every time it accesses the Services. It is the Customer's responsibility to maintain the confidentiality of its Codes. The Customer agrees to accept full responsibility over the control of its Codes. It is the Customer's responsibility to maintain and delete Codes for each individual user and Park Bank will not be liable for any losses caused by improper or negligent maintenance. The Customer agrees that Park Bank and its affiliates are not responsible for any actions of a third party as a result of unauthorized use of that Customer's Codes. THE CUSTOMER UNDERSTANDS THAT STATE AND FEDERAL STATUTES MAKE IT A CRIME TO GAIN ACCESS INTO PARK BANK'S COMPUTER NETWORK AND THAT VIOLATORS WILL BE PROSECUTED.
5. **Fees.** The Customer agrees to pay any applicable fees for Park Bank Business Express. The Customer understands that any applicable charges for Internet access remain their sole responsibility. The Customer further agrees to pay fees for any services initiated through the product. For ap-

plicable fees, see fee disclosures.

6. **Accurate Entry of Transactions.** The Customer acknowledges and agrees that it is the Customer's responsibility to accurately enter all data necessary to perform a transaction in its accounts and for verifying all instructions transmitted to Park Bank. In the event that the Customer believes that there is a discrepancy or error between a transaction it performed or authorized and any confirmation or account statement it received, the Customer agrees to promptly notify Park Bank in writing of such a discrepancy or error. The Customer must examine all statements and any enclosed items or advices upon receipt and report any problems to Park Bank promptly. The Customer notifies Park Bank within a reasonable time (not more than 30 days after the date Park Bank mailed or made statements or items available to the Customer on Park Bank Business Express) of any errors, improper charges or other problems. The Customer is precluded from commencing legal action against Park Bank based on such errors, improper charges or other problems unless the Customer has given Park Bank notice as provided above and also initiated legal action with 90 days after Park Bank mailed or made statements or items available to the Customer.
7. **Liability.** The Customer accepts full responsibility for monitoring its accounts. The Customer agrees to notify Park Bank at:
Park Bank
Treasury Management Department
7540 W. Capitol Drive
Milwaukee, WI 53216
Immediately in writing if the Customer becomes aware of:
 - 7.1 Any loss, theft, or unauthorized use of the Codes, or account number(s);
 - 7.2 Any failure to receive a message from Park Bank indicated that a transaction request was received and/or a transaction was completed;
 - 7.3 Any advice of a transaction that the Customer did not authorize; or
 - 7.4 Any inaccurate information in its account balances or transaction history.
8. **General Provisions.**
 - 8.1 The Customer agrees to comply with the requirements of any help screens, instructions, online documentation, or other user terms and conditions, as modified from time to time.
 - 8.2 Amendment by Park Bank. Park Bank may amend the Agreement from time to time upon written notice to Customer. In the event that performance of services under this Agreement would result in a violation of any present or future state, regulation or governmental policy to which Park Bank is subject, then this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, Park Bank may terminate this Agreement if it deems such action necessary or appropriate under the circumstances. Park Bank shall have no liability to the Customer as a result of any such violation, amendment or termination.
 - 8.3 No Other Modifications. Except as provided in Section 9(2), this Agreement may only be modified or amended by writing, signed by both parties. Any practices or course of dealing between Park Bank and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement, nor shall they be construed as an amendment to this Agreement.
 - 8.4 Assignment; Binding on Parties and Successors. The Customer may not assign its interest or rights under this Agreement without the prior written consent of Park Bank, and any purported assignment in violation of this Section shall be void. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against Park Bank or the Customer hereunder.
9. **Headings.** The headings used in this Agreement are for convenience only, and shall not be construed as part of the parties' agreements and understandings.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Customer's Park Bank is chartered or has its main office.

PARK BANK AUTOMATED CLEARING HOUSE SERVICES

RECITALS

- A. The Customer desires to initiate Entries through Park Bank Business Express for (i) deposit of funds to accounts of other parties maintained at Park Bank and/or at other Participating Depository Financial Institutions, and (ii) the payment of funds from third parties' accounts at Participating Depository Financial Institutions to the Customer's account at Park Bank (either or both together, the "Service").
- B. Park Bank is a Participating Depository Financial Institution with respect to Entries by the Customer, but only on the terms and conditions stated below.

AGREEMENTS

1. Compliance with Rules and Laws.

- 1.1 The Customer shall at all times comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), the Operating Rules of the Wisconsin Automated Clearing House Association ("WACHA"), and Park Bank's operating rules and procedures for electronic entries (collectively, the "Rules"), both as they now exist and as they may be amended, modified or supplemented from time to time.
- 1.2 The terms of the Service shall in no way limit the Customer's obligation to comply with the Rules. In some places, the Service refers to or summarizes certain Rules; however, those references to specific Rules do not mean or imply that the Customer is excused from complying with any of the other Rules that are not specifically mentioned herein.
- 1.3 The Customer specifically acknowledges that it may not originate any Entry that does not comply with the laws of the United States. This prohibition includes, but is not limited to, laws and regulations of the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC") relating to transactions and/or Receivers (as defined below) that are the subject of economic sanctions or embargo programs or other similar restrictions.

2. Definitions; Construction.

- 2.1 General Definitions. When they are used in connection with the Service, the following terms have the meanings indicated:
- a. ("ACH") mean Automated Clearing House, and includes any Automated Clearing House Operator.
 - b. ("Authorized ACH Representative") means the employees or agents of the Customer who are authorized to add, amend and delete Entries and/or files on behalf of the Customer and to provide instructions, requests and other communications to Park Bank that are binding on the Customer, as identified on the Park Bank Business Express (Funds Transfer Agreement).
 - c. ("Business Day") means a day on which Park Bank is open, other than a Saturday, Sunday or Federal Reserve Holiday.
 - d. ("Entry") and ("Entries") have the meanings provided in the Rules, and also mean the data received from the Customer under this Agreement, from which Park Bank prepares Entries.
 - e. ("Debit Entry") means an Entry for the payment of funds from the account of a Receiver.
 - f. ("Credit Entry") means an Entry for the deposit of funds to the account of a Receiver.
 - g. ("On-Us Entry") means an Entry to or from a Receiver's account maintained at Park Bank.
 - h. ("Effective Entry Date") means the settlement date with respect to a particular Entry.
 - i. ("ODFI") means Originating Depository Financial Institution.
 - j. ("RDFI") means Receiving Depository Financial Institution.
 - k. ("Receiver") means a party whose account(s) at Park Bank or an RDFI is/are credited or debited by means of Entries submitted by the Customer.
 - l. ("Customer Account") means a depository account maintained by the Customer at Park Bank for the purpose, among others, of funding and receiving Entries.
 - m. ("ACH Processing Limits") means the maximum amount of credit that Park Bank will provide to the Customer for settlement of Entries on any one day. Absent a separate, written agreement to the contrary, the ACH Processing Limits shall be initially established by Park Bank in its sole discretion, and may be changed from time to time by Park Bank, in its sole discretion and without advance notice to the Customer.
- 2.2 Definitions from Rules. Any terms that are not specifically defined in this Agreement shall have the meanings provided in the Rules.
- 2.3 Time. In this Agreement all references to time are Central Time.

3. **Processing, Transmittal and Settlement of Entries by Park Bank.** Subject to the provisions of Sections 4, 5 and 7, Park Bank shall (a) process Entries received from the Customer in accordance with the procedures and requirements set forth in this Agreement and the Rules; (b) as an ODFI, transmit such Entries to an ACH processor selected by Park Bank in its sole discretion; and (c) settle such Entries as provided in the Rules.

4. Prerequisites to Park Bank's Duty

- 4.1 Prerequisites Identified. Park Bank shall not be obligated to process, transmit or settle Entries unless all of the following requirements and conditions have first been satisfied or are waived by Park Bank, in its sole discretion:
- a. Delivery Requirements. The Customer has delivered the Entries to Park Bank in compliance with the formatting and other requirements as established by Park Bank.
 - b. ACH Processing Limit. The total dollar amount of the Entries delivered by the Customer to Park Bank for settlement on any one day do not exceed the ACH Processing Limits.
 - c. Receiver Authorization. The Customer has obtained from each Receiver an authorization to initiate one or more Entries to the Receiver's account. Such authorization must (a) have been obtained before the Customer initiated the first Entry to that Receiver's account; (b) remain valid and not revoked at the time of each subsequent Entry (c) relate to a Receiver whose arrangement with the Customer has not been terminated; (d) be immediately available for inspection by Park Bank upon its request; and (e) otherwise comply with the Rules.
 - d. Deadlines. Park Bank must have received the Entries before the cut-off time on the applicable deadline. For Consumer Debit and Credit Entries, the deadline is at least two (2) Business Days prior to the Effective Entry Date of such Entries. For Corporate Debit and Credit Entries, the deadline is at least one (1) Business Day prior to the electronic transmission, the cut-off time is 5:00 p.m. Central Time. In addition, the Effective Entry Date for each Entry must be not more than 90 Calendar days after receipt of the Entry by Park Bank.
 - e. Sufficient Funds. The Customer must have sufficient collected funds available in the Customer Account to pay all Credit Entries that will be settled on any particular Effective Entry Date, together with all Adjustment Entries, fees and other amounts that the Customer is obligated to pay Park Bank under this Agreement. In its sole discretion, Park Bank may, before transmitting one or more Credit Entries, require that the Customer have collected funds in the Customer Account sufficient to pay those Credit Entries.
 - f. Adherence to Processing Calendars. Park Bank must receive entries on the dates indicated in the current ACH Processing Calendar on file with Park Bank for the specific type of Entries being processed. The Customer must submit ACH Processing Calendars to Park Bank for a 12-month period upon the inception of this Agreement, and at least annually thereafter.
 - g. ACH Open. The ACH must be open for business on the Business Day that Entries are delivered to Park Bank.
- 4.2 No Implied or Mandatory Waivers. Waiver of any of the prerequisites identified above shall always remain completely discretionary with Park Bank. Waiver by Park Bank of a prerequisite with respect to one or more Entries on one or more occasions shall not create a requirement or give rise to a presumption of future waivers with respect to other Entries. Park Bank shall never be obligated to waive any of the prerequisites based on a pattern or practice of waivers, or based on any verbal agreements, understandings or representations that such waivers would be made.

5. **On-Us Entries.** Except as provided in Section 7, Park Bank will credit or debit the Receiver's account for the amount of an On-Us Entry on the Effective Entry Date, if all requirements, of Sections 4.1.a. through 4.1.e. are satisfied.

6. **Processing of Late Entries.** If the Customer delivers Entries to Park Bank that fail to meet one or more of the deadlines in Section 4.1.d., Park Bank will use reasonable efforts to transmit such Entries to the ACH by its net available deposit deadlines. In the case of On-Use Entries received after the applicable deadlines, Park Bank will use reasonable efforts to debit or credit the Receiver's account in the amount of such Entry on the next Business Day following the Effective Entry Date.

7. Rejection of Entries

- 7.1 Authority to Reject: Notification. Park Bank may reject any Entry for any reason. Park Bank shall notify the Customer of such rejection not later than the Business Day after the Effective Entry Date for a rejected Entry.
- 7.2 No Liability for Rejection. Park Bank shall not be liable to the Customer for (a) rejection of an Entry, (b) the Customer's failure to receive or delay in receiving notice given by Park Bank, (c) Park Bank's choice of one means of notification rather than another, or (d) the failure to give notice of the rejection to the Customer at an earlier time than provided herein. Park Bank shall not be required to pay the Customer interest or any other losses relating to a rejected Entry.

8. **Cancellation or Amendment of Entries.** The Customer shall have no right to cancel or amend an Entry after it has been delivered to Park Bank. Any request for cancellation or amendment of an Entry must be accompanied by a Reversal/Cancellation Request form and signed by an Authorized ACH Representative. If such a request is received by Park Bank before

the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), Park Bank will use reasonable efforts to cancel or amend the Entry as requested, but Park Bank shall have no liability if the cancellation or amendment is not effected.

9. Reversals of Entries.

9.1 General Procedure. Upon proper and timely request by the Customer, Park Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (a) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (b) be accompanied by a Reversal/Cancellation Request form, signed by an Authorized ACH Representative; and (c) comply with all of the Rules. In addition, if the Customer requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Customer Account equal to that Entry or File.

9.2 No Liability: Reimbursement to Park Bank. Under no circumstances shall Park Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Customer shall reimburse Park Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Customer's request for reversal of an Entry.

10. Notice of Returned Entries. Park Bank shall notify the Customer of the receipt of an Entry returned by the ACH no later than one (1) Business Day after Park Bank's receipt of the returned Entry. Park Bank shall have no obligation to re-execute or retransmit a returned Entry.

11. Provisional Credit. For any Debit Entry originated on behalf of the Customer, Park Bank shall have the right to defer any corresponding credit to the Customer Account until Park Bank receives final settlement for the Debit Entry. Any credit provided prior to final settlement shall be provisional only. Upon receiving notice that final settlement of a Debit Entry has not occurred, Park Bank shall have the right to immediate repayment of such credit from the Customer. In addition, upon receiving notice that any Debit Entry has been returned or rejected Park Bank shall have the right to immediate payment from the Customer to the extent it has previously received credit for the returned or rejected Debit Entry.

12. Customer's Relationship With Receivers.

12.1 Credit Entries are Provisional. Under the Rules, a Credit Entry is a provisional payment by the RDFI to the Receiver until the RDFI receives final settlement for the Credit Entry. The Customer acknowledges that it has received, reviewed and agrees to be bound by that Rule. Accordingly, if a final settlement is not received with respect to a Credit Entry initiated by the Customer, the RDFI will be entitled to a refund of the amount it has credited to the Receiver's account, with the result that the Customer will not be deemed to have paid the Receiver for the amount of the Credit Entry.

12.2 Receivers Right to Refund of Debit Entry. Under the Rules, a Receiver has the right under certain circumstances to obtain a refund of funds debited from the Receiver's account pursuant to a Debit Entry. The RDFI, in turn, has the right to obtain payment of the amount of the Debit Entry from Park Bank as ODFI, by transmitting an adjustment Entry in the amount of such refund (an "Adjustment Entry"). The Customer acknowledges that it has received, reviewed and agrees to be bound by the Rules governing refunds of Debit Entries and application of Adjustment Entries. The Customer further agrees to pay Park Bank the amount of any Adjustment Entry upon the receipt by Park Bank. With respect to a refunded On-Us Debit Entry, the Customer will immediately pay Park Bank the amount of such refund.

12.3 Pre-notification. The Customer may deliver to Park Bank pre-notification in a format and in the medium set for in the Park Bank Business Express Application and /or prescribed by the Rules, to be transmitted to the REDI at which a Receiver's account is held, within the time limits set forth in the Rules. If the Customer receives notice that such pre-notification has been rejected by the RDFI within the prescribed period, the Customer shall not initiate any corresponding Entry until the cause for rejection has been corrected and another pre-notification has been submitted to any accepted by the RDFI.

12.4 Customer's Notice of Changes to Consumer Receivers.

a. If the amount of a Debit Entry to a Receiver's account varies in amount from the previous Debit Entry relating to the same authorization or pre-authorized amount, the Customer shall send the Receiver written notice of the amount of such Debit Entry and its Effective Entry Date. The notice must be sent at least ten (10) Calendar Days before the Effective Entry Date of the Debit Entry. However, such notice is not required if the Receiver has previously been notified of its right to receive such notice and has elected to receive such notice only when the Debit Entry elected to receive such notice only when The Debit Entry does not fall within a specified range of amounts or varies from the most recent Debit Entry by more than an agreed amount.

b. If the Customer makes any change in the scheduled Effective

Entry Date of one or more Debit Entries, the Customer shall send the Receiver a written notice of the new Effective Date. Such notice must be sent at least seven (7) Calendar Days before the Effective Entry Date of the first Debit Entry to be effected by the change.

c. The notice requirements in this Section 12.4 apply only to the extent mandated by the Rules, and only to Receivers who are entitled to such notices under the Rules. In the event of any inconsistency between the Section 12.4 and the Rules, the provisions of the Rules shall govern.

13. Inconsistent Entries.

13.1 Inconsistency Between Name and Account Number. If an Entry transmitted by Park Bank to an RDFI describes the Receiver inconsistently by name and account number, the RDFI might make payment solely on the basis of the account number, even if it identifies a party different from the named Receiver. The Customer understands and acknowledges that its obligations to pay the amount of the Entry are not excused by such circumstance.

13.2 Inconsistency Between RDFI Name and Transmit/Routing Number. If an Entry describes the RDFI inconsistently by name and transmit/routing number, the Entry might be received by an RDFI on the basis of the transmit/routing number even if it identifies and RDFI different from the RDFI. Such RDFI might process the Entry on the basis of the account number contained therein. The Customer understands and acknowledges that its obligations to pay the amount of the Entry are not excused by such circumstances.

14. Security Procedures.

14.1 Purpose of Security Procedures. The Customer agrees that the purpose of designating Authorized ACH representative and emergency contacts with the Park Bank Business Express Application (ACH Agreement) is to verify the authenticity of the Entries submitted to Park Bank in the name of the Customer and not detect an error in the content of any Entry. The Customer and Park Bank have agreed upon no security procedure for the detection of such errors.

14.2 Protection of Security Procedures

a. The Customer has the sole responsibility to establish and maintain procedures to adequately safeguard against unauthorized Entries.

b. The Customer warrant that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and the Customer will take responsible steps to maintain the confidentiality of any passwords, codes, security devices and related instructions provided by Park Bank in connection with the services agreed to hereunder. If the Customer believes or suspects that any security information or instructions are known or have been accessed by unauthorized persons, the Customer shall notify Park Bank immediately.

c. The Customer may add or delete any Authorized ACH Representative(s) at any time by a properly executed amendment to the Park Bank Business Express Application (ACH Agreement), which shall be effective on the second Business Day following Park Bank's receipt of it. The Customer must immediately provide a revised Park Bank's Business Express Application (Funds Transfer Agreement) to Park Bank as changes occur which require that Authorized ACH Representatives be added or deleted in order to ensure continued security.

14.3 Unauthorized Entries. An Entry (including a request for cancellation or amendment of an Entry) or other communication delivered to Park Bank that purports to have been submitted or authorized by the Customer in accordance with the Rules shall be effective and binding upon the Customer even if the Entry was not in fact authorized by the Customer, provided Park Bank has accepted the Entry in compliance with the Park Bank Business Express Application (Funds Transfer Agreement) and has been acted in good faith.

14.4 Authorized Entries. If an Entry received by Park Bank was submitted or authorized by the Customer, it shall be effective as the Customer's Entry, whether or not (a) Park Bank complied with the Park Bank Business Express Application (Funds Transfer Agreement) with respect to that Entry, (b) that Entry was erroneous in any respect, (c) the error, if any, could have been detected by Park Bank, or (d) Park Bank processed, transmitted or settled the Entry even though one or more of the prerequisites of Section 4 were not satisfied.

14.5 Notice to Park Bank and Receivers. If the customer discovers an erroneous or unauthorized Entry, the Customer will immediately notify Park Bank in writing and the affected Receiver(s). Upon receiving such notice, Park Bank will use reasonable efforts on behalf of the Customer to correct the Entry in a manner consistent with Rules. If the Customer fails to notify Park Bank or the affected Receiver of any erroneous Entry, the Customer will be liable for any losses Park Bank may incur.

15. The Customer's Account at Park Bank.

15.1 Credit Entries. On any particular day, the Customer shall have sufficient collected funds available in the Customer account to pay the amount of all Credit Entries originated by the Customer for which that day is the Effective Entry Date, together with all Adjustment

- Entries, fees and other amounts that The Customer is obligated to pay Park Bank in connection with the Service.
- 15.2 Debit Entries. The Customer shall at all times have sufficient collected funds in the Customer Account to pay the amount of all returned or reversed Debit Entries, in addition to the amounts stated in section 15.1
- 15.3 Right of Setoff; Other Remedies. Park Bank may, without prior notice, obtain payment of any amount due and payable to it under this Agreement by debiting the Customer Account or any other account maintained by the Customer with Park Bank, and may also credit the Customer Account for any amount to which the Customer is entitled under this Agreement. If there are insufficient funds available in the Customer Account or any such other accounts to pay any amount that the Customer owes to Park Bank under this Agreement, the Customer shall pay any amounts due immediately upon demand. If the Customer fails to pay when demanded, Park Bank may exercise any remedies or right it has under this Agreement and/or applicable law.
- 15.4 Account Statements: Notices of Entries. In accordance with the Rules, Park Bank is not required to and will not provide the Customer or Receiver(s) with notice of the receipt or execution of individual Entries.
- 16. Customer's Representation and Warranties.** For each Entry that the Customer delivers to Park Bank, the Customer represents and warrants that: (a) The Entry complies with the terms of the Service and the Rules; (b) there has not been and shall not later be any breach of any warranty by the Customer as an Originator; (c) the Customer has not breached any warranty in connection with Service or the Rules; and (d) the Entry complies with all local, state and federal regulations; including but not limited to Regulation E- The Electronic Fund Transfer Act, the Uniform Commercial Code, and all OFAC regulations and policies.
- 17. Payment for Bank Services.** The Customer shall pay fees to Park Bank for the services provided by Park Bank under this Agreement in accordance with rate schedules, which may change from time to time. Such changes do not include payment of any sales, use excise, value added, utility or other similar taxes relating to the services provided for under this Agreement, all of which shall be the sole responsibility of the Customer. Park Bank may change fee schedules upon notice to the Customer as required by law.
- 18. Liability of Park Bank. Limitations of Liability.**
- 18.1 Performance of Park Bank. Park Bank shall be responsible only for performing the services it expressly agrees to perform in connection with the Service, subject to all of the limitations provided herein.
- 18.2 No Liability for Acts/Omissions of Others. Park Bank shall not be responsible or liable for (a) any acts or omissions of the Customer, including without limitation, the amount, accuracy, timeliness of delivery or Receiver authorization of any Entry delivered by the Customer, or (b) any acts or omissions of any other person, including without limitation, NACHA, any Federal Reserve Financial Institution, any ACH or transmission or communications facility, any data processor company, any Receiver or any RDFI. No such person or entity shall be deemed Park Bank's agent.
- 18.3 Limit on Damages. Park Bank shall be liable only for direct damages caused by its gross negligence in performing agreed-upon services. In no event shall Park Bank be liable for any consequential, special, punitive, or indirect loss or damage, which the Customer may incur or suffer in connection with this Agreement, including without limitation, any loss or damage from subsequent wrongful dishonor resulting from Park Bank's acts or omission in providing the Service.
- 18.4 Uncontrollable Events: Contrary Laws. Park Bank shall not be responsible for any failure to act or delay in acting if such failure, war, emergency conditions, or other circumstances beyond Park Bank's reasonable control. In addition, Park Bank shall be excused from any failure to transmit or any delay in transmitting an Entry if such transmittal would, in Park Bank's reasonable estimation, result in Park Bank having violated any policy or provision of any present or future risk control program of the Federal Reserve, or any Rule or regulation of any other governmental or regulatory authority.
- 18.5 Interest. Subject to the foregoing provision for this Section, in the event Park Bank is found to be liable for any direct damages caused by gross negligence, any liability which Park Bank may have for loss of interest for an error or delay in performing its services hereunder shall be calculated by using a rate equal to the Average Federal Funds Rate of the Federal Reserve Bank of New York for the period involved, less any applicable reserve requirements.
- 19. Indemnification.** The customer shall indemnify, and hold harmless Park Bank and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (a) any breach of any of the agreements, representations or warranties of the Customer contained in this Agreement, or (b) any act or omission of the Customer or any other person acting on the Customer's behalf, including but not limited to the parties described in Section 18.2
- 20. Termination.**
- 20.1 By Park Bank. Park Bank may terminate delivery of the Service at any time without reason by notifying the Customer. Park Bank may terminate delivery of the Service without notification if the Customer breaches any of its obligations in connection with the Service or under the Rules.
- 20.2 By the Customer. The Customer may terminate this Agreement at any time up to ten (10) Business Day's prior written notice to Park Bank.
- 20.3 Effect of Termination. Termination of use of the Service shall not affect any of Park Bank's rights or the Customer's obligations hereunder with respect to any Entries initiated by the Customer prior to such termination. Termination of use of the Service does not relieve the Customer of its obligations under Sections 17,19,21 Or 22 of these terms and conditions, which shall remain enforceable by Park Bank.
- 21. Confidentiality.** The Customer acknowledges that it will have access to certain confidential information regarding Park Bank's execution of Entries. Related security procedures, and the services contemplated by these terms and conditions. The Customer shall not disclose any confidential information of Park Bank and shall use such confidential information only in connection with the transactions contemplated in these terms and conditions.
- 22. Treatment of Tapes and Records.**
- 22.1 Retention by the Customer. The Customer shall retain every Receiver authorization, and all other documents relating to any Entries submitted or made pursuant to such authorization, for a period of two (2) years after the authorization is terminated.
- 22.2 Park Bank Access to Documents and Records. On request by Park Bank for any reason, the Customer shall make available any Receiver authorizations or other documents in its possession relating to Entries originated by the Customer and processed by Park Bank.
- 22.3 Other Records Used by Park Bank. All Entries, security procedures and records used by Park Bank for transactions contemplated by this Agreement shall be and remain the property of Park Bank. Park Bank may in its sole discretion, make such information available upon the Customer's request. The Customer shall pay Park Bank for any expenses it incurs in making such information available to the Customer, or to a third party at the Customer's request.
- 23. Instructions and Notices**
- 23.1 Park Bank entitled to Rely. Park Bank shall be entitled to rely and act upon any verbal or written notice, response, request or other communication believed by Park Bank to be genuine and provided by an Authorized Ach Representative whose name is set forth in the Park Bank Business Express Application (ACH Agreement). Any such communication shall be deemed to be genuine and to be provided by such person on the Customer's behalf.
- 23.2 No General Duty. Except as otherwise expressly provided in these terms and conditions Park Bank shall not be required (a) to act upon any notice or instruction received from the Customer or any other person, or (b) to provide notice or advice to the Customer or any other person with respect to any matter.
- 23.3 Means of Notice to Park Bank. Except as otherwise provided herein, any notice to Park Bank under these terms and conditions must be in writing and either fax, delivered by messenger or express carrier, or sent by U.S. mail, unless Park Bank provides the Customer with a substitute address in writing. Any notice shall be deemed given to Park Bank when it is actually received by Park Bank.
- 23.4 Means and Meaning of Notification by Park Bank. Whenever these terms and conditions provides for Park Bank to "notify" the Customer or give "notification" or "notice" to the Customer, that requirement may be satisfied by telephone, facsimile, electronic transmission (including "e-mail"), messenger or express carrier delivery, or the U.S. mail. Notification shall be deemed given to the Customer (a) in the case of telephone communication, upon verbally conveying the required information to an employee of the Customer or by leaving a voicemail or other recorded message; (b) in the case of facsimile or electronic transmission, upon transmission of the required information by Park Bank; and (c) in the case of writing, upon its receipt at the Customer's place of business.
- 24. Financial Information.** Park Bank may from time to time request financial information from the Customer in order to evaluate a continuation of the Service and/or adjustment of the ACH Processing Limits. The Customer agrees to provide the requested financial information immediately, of the type and in the form required by Park Bank. If the Customer refuses to provide the requested financial information, or if Park Bank concludes in its sole discretion that the credit risk of the Customer is unacceptable, Park Bank may terminate this Agreement as provided in Section 20.
- 25. General Provisions.**
- 25.1 Entire Agreement. This Agreement constitutes the entire agreement. In the event there is any inconsistency between this Agreement and Park Bank's Terms and Conditions for Deposit Accounts or

- the Depository Agreement, these terms and conditions shall govern.
- 25.2 Amendment by Park Bank. Except as provided in Section 17, Park Bank may amend these terms and conditions from time to time upon written notice to the Customer. In the event that performance of the Service would result in a violation of any present or future statute, regulation or governmental policy to which Park Bank is subject, then these terms and conditions shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, Park Bank may terminate the services if it deems such action necessary or appropriate under the circumstances. Park Bank shall have no liability to the Customer as a result of any such violation, amendment or termination.
 - 25.3 No Other Modifications. Except as provided in Sections 17 and 25.2 these terms and conditions may only be modified or amended by writing, signed by both parties. Any practices or course of dealings between Park Bank and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of these terms and conditions or the Rules, nor shall they be construed as an amendment to these terms and conditions or the Rules.
 - 25.4 Assignment: Binding on Parties and Successors. The Customer may not assign its interest or rights in the Service without the prior written consent of Park Bank and any purported assignment in violation of this Section shall be void. These terms and conditions shall be binding upon and effective for the benefit of the parties' hereto and there respective legal representatives, successors and permitted assigns. These terms and conditions are not for the benefit of any other person or entity, and no other person or entity shall have any rights against Park Bank or the Customer hereunder.
 - 25.5 Headings. The headings used in these terms and conditions are for convenience only, and shall not be construed as part of the parties' agreements and understandings.
 - 25.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin in which the customer's Park Bank is chartered and has its main office.

2. The services, the Customer's equipment, the software, or any communication link is not working properly and the Customer knows or has been advised by Park Bank about the malfunction before the Customer attempted to execute the transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
3. The Payee mishandles or delays posting a payment or refuses or is unable to accept a payment.
4. The Customer has not provided the service with the correct names or account information for Payees.
5. The Customer's subscription to the service has been terminated for any reason.
6. If circumstances beyond Park Bank's control including, but not limited to, fire, flood or interference from an outside force, prevent the proper execution of the transaction.
7. The transfer of the Customer's funds is restricted by legal process or holds.
8. Other exceptions stated in this agreement or related agreements, rules or disclosures.

Provided none of these circumstances are applicable, if the service causes an incorrect amount of funds to be removed from the Customer's Designated account or causes funds from the Customer's Designated Account to be directed to an improper person, Park Bank shall be responsible for returning the improperly transferred funds to the Customer's Designated Account and for directing to the proper Payee any previously misdirected payments or transfers.

MISDIRECTED PAYMENTS SHALL CONSTITUTE ITS ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY. IN NO EVENT SHALL PARK BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF PARK BANK HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT SOFTWARE OR THE SERVICE.

The Customer may not use the service to pay taxes, or make other payments to governmental agencies or pay court-directed alimony or support.

BILL PAY SERVICE AGREEMENT

Park Bank offers Bill Payment services to the Customer to enable the Customer to pay bills from the Customer's checking account in amounts and on dates the Customer requests via a personal computer. By using this service, including installing software or attempting to connect to a service, the Customer agrees to be bound by these terms and conditions related to the service and to comply with applicable service instructions and help screens.

PAYMENT SCHEDULING

The Customer authorizes the service to follow the payment instructions that it receives through the Park Bank Business Express bill payment system. When the service receives a payment instruction, the Customer authorizes it to charge the Customer's designated checking account with Park Bank ("Designated Account") on dates scheduled by the Customer's (Date(s) to Initiate") or up to two business days later and initiate payments on the Customer's behalf to payees designated by the Customer ("Payees"). Normally, Payees should then receive payments within one to three business days after the Customer's Designated Account is charged.

The date the Payee credits a payment depends upon the Payee's payment processing procedures, any specific requirements for payments and delays in the Payees receiving a payment. Park Bank will not be responsible for delays in crediting payments which are the result of these procedures, the Customer's failure to follow a Payee's payment requirements, the customer's failure to schedule a Date to Initiate sufficiently in advance of the date a payment is due, delays in any mail service or other exceptions stated in this agreement.

For those reasons, Park Bank recommends that the Customer schedules Dates to Initiate payments at least 5 to 7 business days in advance of the date the payment is actually due. If the Company follows the procedures described in this agreement and help screens or instructions, and the service fails to send a payment within 2 business days after charging the Customer's Designated Account, Park Bank will reimburse the Customer for a late charge penalty (\$50 maximum) assessed by a Payee because the Customer's payment was received late. In any other event, the risk of incurring and the responsibility for paying any and all late charges or other damages or penalties shall be borne by the Customer.

The Customer authorizes the service to make payments by electronic; paper or other means Park Bank thinks are appropriate.

LIABILITY LIMITATIONS

The service will use good faith efforts to make all the Customer's payments properly. However, Park Bank and its agents will incur no liability if the service is unable to complete any payments or transfers initiated via the service because of any one of the following circumstances.

1. The Customer's Designated Account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of the Customer's Designated Account's overdraft line.

PAYMENT DELETION (CANCELLATION) FOR NON-PROCESSED PAYMENTS

The Customer may delete a Current Payment (that is, a single payment the Customer schedules to initiate the next time they transmit payments) up to 10:00 p.m. Central Time on the Date to Initiate. A "Future Payment" (that is, a payment the Customer schedules to be initiated within the next 10 days) must be deleted by 10:00 p.m. Central Time at least one business day prior to the Date to Initiate or two business days prior to the Date to Initiate if the Date to Initiate is a Saturday, Sunday or holiday.

CONFIDENTIALITY OF CODES: UNAUTHORIZED TRANSFERS

The Customer should not disclose their Codes. These Codes are solely for the Customer's use and should be kept confidential by the Customer. Park Bank may require the Customer to change these Codes periodically. The Customer will be liable for unauthorized transfers of funds. The Customer should contact Park Bank immediately if they believe someone has obtained the Codes or may have access to the Customer's accounts without their permission. Telephoning Park Bank at 414-466-8000 during normal business hours is the best way of minimizing the Customer's losses.

In case of errors or questions about the customer's electronic transfers or payments, the customer should:

1. Call Park Bank at 414-466-8000 during normal business hours
2. Fax Park Bank at 414-466-6600
3. E-mail Park Bank using the software
4. E-mail Park Bank at parkbankonline.com
5. Write Park Bank at:

Park Bank
Treasury Management Department
7540 W. Capitol
Milwaukee, WI 53216

FEES

The Customer agrees to pay fees for Bill Pay Services in accordance with applicable Fee Schedules and disclosures as established by Park Bank from time to time. Park Bank may automatically deduct these fees from the Customer's Designated Account or a related account even if they create an overdraft.

CHARGES

This agreement and all applicable fees and service charges may be altered or amended by Park Bank from time to time. Unless an immediate change is necessary to ensure the security of the service or the Customer's Designated Account, Park Bank will send the Customer written notice at the last address the Customer has given Park Bank at least 21 days before the effective date of any changes if required by law.

Any use of the service after Park Bank sends the Customer a notice of change will constitute the Customer's agreement to such change(s). Further, the service may, from time to time, revise or update the bill payment

programs, services and/or related material and these changes may render prior versions obsolete. Consequently, the service reserves the right to terminate this agreement as to all such prior versions of the bill payment programs, services, or related material and limit access to the service's most recent revisions and updates.

TERMINATION OR DISCONTINUATION

In the event the Customer wishes to discontinue the service, the Customer must contact Park Bank in writing. Written notice of service discontinuance must be supplied 10 business days prior to the actual discontinuance date and must be sent to:

1. Fax Park Bank at 414-466-6600
2. E-mail Park Bank using the software
3. E-mail Park Bank at parkbankonline.com
4. Write Park Bank at: Park Bank
Treasury Management Department
7540 W. Capitol
Milwaukee, WI 53216

Park Bank reserves the right to terminate the Customer's use of the services in whole or in part at any time. Upon termination the Customer will be responsible for making arrangements to pay any future or recurring payments. Neither termination nor discontinuance shall affect the Customer's liability or obligation under this agreement. The service reserves the right to refuse to pay a Payee if the Customer's Designated Account has insufficient funds, a payee refuses to accept a payment, the Customer attempts to make tax or court related payments or other good cause.

Since service cancellation requests take up to 10 days to process, the Customer should cancel all outstanding payment or transfer orders in addition to notifying Park Bank of the Customer's desire to terminate the service. Park Bank will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by the Customer of service termination or discontinuance for any reason.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Park Bank has the right to obtain and disclose information regarding the Customer's Designated Account or transactions on the Customer's Designate Account from or to a Payee or financial institution to resolve paymentposting problems.

MISCELLANEOUS

- Transactions performed after the cut-off time or on any day which is not a Business Day, are treated as though they were performed on the next Business Day.
- The Customer's monthly checking account statement will contain information about any bill payment transaction the Customer has performed during the statement period.
- In the event of a dispute regarding their services, the Customer and Park Bank agree to resolve the dispute by looking to the terms and conditions contained in this agreement and the Park Bank Account Rules and Regulations booklet as they may be amended from time to time, and not to representations made by our employees or agents
- This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin in which Park Bank is chartered, as has its main office.

WIRE TRANSFER AGREEMENT

By entering into this Agreement, the customer agrees as follows

1. In addition to the authority otherwise given by the Customer, any one of the persons designated to Park Bank in writing from time to time through the Park Bank Business Express Application (Repetitive Wire Transfer Form) by the Customer (each an "Authorized Wire Transfer Representative") is authorized to request additions, deletions or amendments for those repetitive wire transfers. Any one of the persons designated electronically through Park Bank Business Express by the Customers Administrator (each a "Person") is authorized to order transfer of funds by wire or other electronic transmission from any account designated by the Administrator (each an "account") for credit or payment to another account or to other persons designated by the Person (each a "payment order"). The Customer agrees to pay a fee for this service as set forth in Park Bank's fee schedule provided in connection with the Account, and Park Bank may deduct such fees and the amount of the payment order from any Account.
2. a. If Park Bank is obligated to compensate the Customer for loss of the use of funds due to delay in execution of a payment order or the failure of a funds transfer. Park Bank may, at its option, make such payment by crediting an Account or by adjusting average balances or fees owed to Park Bank or by other means, effectively negating the delay or failure.
b. International Transfers processed through Park Bank's Wire Transfer Department are subject to the additional terms and conditions contained in an International Wire Transfer addendum within this Agreement.
c. The Customer agrees that the authenticity of payment orders shall be the sole responsibility of the Customer.

- d. The Customer should establish all requests for international funds transfers on the Park Bank Business Express Application (Repetitive Wires Form). The transaction will be executed in U.S. dollars, or if required, in non-U.S. dollars at the exchange rate established by Park Bank at the time of the request.
- e. Park Bank will request that any intermediary institution(s) honor the stated value date, but Park Bank has no responsibility for the actual value date applied for crediting funds to the payee.
- f. In the event that payment of a transfer cannot be made for any reason, Park Bank will refund to the Customer the proceeds, net of charges and expenses incurred by or on behalf of Park Bank, in U.S. dollars. If the original transfer was affected in non-U.S. dollars, Park Bank will set the exchange rate, at its sole discretion, upon receipt of the non-U.S. dollars.
- g. For transfers payable in actual U.S. dollars or foreign currency, Park Bank does not guarantee that its correspondents or agents can or will make payment in actual U.S. dollars or foreign currency, nor does Park Bank guarantee that there will not be a charge made by some other bank effecting any transfer initiated by Park Bank.

Notwithstanding any applicable law to the contrary, in no event shall Park Bank be liable for any incidental, indirect or consequential damages, including lost profits or attorney's fees.

International Funds transfers are also subject to the laws and regulations of the foreign government, taxing or postal authority, or their agency in the country where funds are to be transferred.

DESIGNATION OF PERSONS AUTHORIZED TO MAKE TRANSFERS

The Persons who may issue payment orders to Park Bank are those who have been electronically designate through Park Bank's Business Express by the Customer's Administrator. Any one of the Persons may issue a payment order on any Account electronically designated for that Person by the Customer's Administrator through Park Bank's Business Express.

These designations supersede all previous payment order designations and are effective until Park Bank receives written notice of revocation or modification.

Additional Wire Transfer Provisions

1. Payment orders may be transmitted to Park Bank only by electronic communication. Park Bank may transfer funds by using any commercially reasonable funds transfer system, and the transfer may be made in whole or in part through the automated payments network operated by the Federal Reserve System called Fedwire. Park Bank is authorized to record electronically all payment orders and confirmations. Payment of a payment order may be made to a person or account on the basis of an identifying routing number provided by the Customer in the payment order even if it identifies a person different from the person named in the payment order. If the payment order identifies a bank to which the order is to be issued by an identifying number, Park Bank may rely on the number as the proper identification of the bank even if it identifies a bank different from a bank identified by name in the payment order. Payment orders may be transmitted to Park Bank during that part of any Business Day when Park Bank is open. The Customer agrees to not issue a payment order that instructs Park Bank to execute the order is received by Park Bank, and Park Bank may execute the order on a business day of its receipt even though it specifies a later execution date, unless Park Bank agrees to follow such instructions.
2. Park Bank may decline to execute a payment order for any reason, including but not limited to Park Bank's belief that the payment order (a) was not initiated in accordance with Park Bank's procedures for such orders, (b) would result in a charge against funds that are deemed by Park Bank not to be collected or sufficient funds, (c) inaccurately describes the beneficiary or the beneficiary's bank, (d) is ambiguous, (e) is conditional, (f) has been cancelled or amended, or (g) cannot be executed because of equipment failure. Park Bank's rejection of a payment order is effective when given if the notice of rejections is given by the same means the payment order was transmitted to Park Bank or by any other means that is reasonable under the circumstance. If an overdraft in the Account occurs, the Customer agrees to pay Park Bank on demand an amount equal to the overdraft together with Park Bank's normal charges for overdrafts and costs of collection, including reasonable attorney's fees. If more than one payment order is made at or about the same time, and available funds on deposit in the Account do not cover all of the payment orders. Park Bank may, at its option, execute as many payment orders as possible within the dollar limits of the available funds in any order determined by Park Bank.
3. Any authorized Wire Transfer Representative may cancel a payment order if Park Bank receives the communication canceling the order at a time on a business day and in a manner affording Park Bank a reasonable opportunity to act on it before execution of the order. The effect of cancellation of a payment order is to treat the order as never having been issued by the Customer. If Park Bank accepts the cancellation; the customer holds harmless Park Bank from and indemnifies Park Bank against any and all losses and expenses including reasonable attorneys fees, incurred or suffered by Park Bank as a result of the cancellation or attempted cancellation. Any

amendment addition or deletion of a file must be submitted in writing in a new Park Bank Business Express Application (Repetitive Wire Transfer Form).

4. Any authorized Wire Transfer Representative may cancel a payment order if Park Bank receives the communication canceling the order at a time on a business day and in a manner affording Park Bank a reasonable opportunity to act on it before execution of the order. The effect of cancellation of a payment order is to treat the order as never having been issued by the Customer. If Park Bank accepts the cancellation, the Customer holds harmless Park Bank from and indemnifies Park Bank against any and all losses and expenses, including reasonable attorneys fees, incurred or suffered by Park Bank as a result of the cancellation or attempted cancellation. Any amendment, addition or deletion of a file must be submitted in writing in a new Park Bank Business Express Application Package (Repetitive Wire Transfer Form).
5. Park Bank may establish from time to time a cut off time on a Business Day for the receipt and processing of payment orders, cancellations or amendments, and any payment order or communication canceling or amending a payment order received after the cut off time, may be treated as received at the opening of the next business day.
6. The Customer agrees to inform Park Bank promptly and in writing whenever there are deletions from or additions to the list of Authorized Wire Transfer Representatives or Accounts. The Customer agrees that the Customer's Administrator will control and change electronically any and all Person access privileges. Until Park Bank is in receipt of a new designation changing Authorized Wire Transfer Representatives or Accounts; it may continue to act pursuant to designations on file.
7. The funds transfer service is provided as a convenience to the Customer. The Customer assumes full responsibility for all transfers made by Park Bank in accordance with this Agreement and at the request of any Person authorized by the Administrator. Notwithstanding any other agreement with Park Bank to the contrary, the Customer refuses and waives callback security procedures to verify a request to transfer funds including repetitive transfers and agrees to be bound by requests for payments received by Park Bank whether or not in fact authorized by the Customer. Park Bank may assume that the Persons are properly using all Codes. Park Bank shall have no responsibility for any inaccuracy, interruption delay or failure in transmission or for any claims occasioned by any actions or inactions of any kind or nature beyond the control of Park Bank, including mechanical, electronic or equipment failure or acts of third parties.
8. The Customer agrees to notify Park Bank of any unauthorized payment order or amended payment order, any payment to a beneficiary not intended by the Customer, any payment in an amount greater than the amount intended by the Customer, and any payment order duplicative of a payment order previously sent by the Customer, along with the relevant facts relating to the error, within 20 days after the Customer receives notice from Park Bank that the payment order was accepted by Park Bank or that an Account was debited with respect to the order. The Customer shall be liable to Park Bank for any loss Park Bank incurs as a result of the Customer's failure to discover the error and notify Park Bank. This duty on the part of the Customer to discover errors and notify Park Bank shall also apply to amendments to payment orders. Park Bank shall not be liable for indirect, incidental, or consequential damages, including loss of earnings, or attorneys' fees. All claims arising by reason of any transfer must be submitted to Park Bank in writing within one year after the Customer received notification from Park Bank identifying the order. Any claims not so submitted shall be void.
9. Park Bank may terminate this transfer service at any time with or without notice to the customer.
10. Except as provided below, the transfer services are governed by the internal laws of Wisconsin in which Park Bank is located, provided, however, that the transfer services shall be governed by Subpart B or Regulations J promulgated by the Federal Reserve Board if all or any part of the funds transfer is made through Fed wire. The transfer services shall also be subject to any other rules or agreements governing or referring to the Account or payment orders. In cases of inconsistency or conflict between the other rules or agreements and these terms and conditions, the other rules or agreements governing or referring to the Account or payment order will control.

PARK BANK MILWAUKEE-BANKING FUNDS TRANSFER AGREEMENT

(Non-Business Express E-banking Transfers)

In consideration of the services provided by Park Bank, Milwaukee under this Agreement, the undersigned Customer represents, warrants and agrees to authorize Park Bank to receive, honor, execute and charge our account(s) at the Bank for all telephonic, telegraphic, oral or written requests or orders for funds transfers when such requests are received from an authorized representative of the Customer, as listed on the Funds Transfer Agreement and in compliance with the Bank's funds transfer procedures.

Pursuant to this agreement, customer further authorizes Park Bank as follows:

1. Transfer funds from specific Customer account(s) with the Bank to any specified Customer bank account(s), whether such account(s) is with Park Bank or other bank(s). Transfer funds from account(s) with Park Bank to

any account(s) of a third party, whether such third party account(s) is with Park Bank or other bank(s). The Customer agrees to pay the Bank's fees for providing this service as set forth in the Park Bank fee schedule provided in connection with the account and Park Bank may deduct such fees and the amount of the payment order from any account maintained by the Customer with Park Bank.

2. Payment orders may be transmitted to Park Bank by any means approved by Park Bank, including oral, written or electronic communication. Park Bank may transfer funds by using any commercially reasonable funds transfer system and the transfer may be made in whole or in part through an automated payments network operated by the Federal Reserve System called Fedwire. Payment orders may be transmitted to Park Bank during the part of any business day during which Park Bank is open for the receipt, processing and transmittal of payment orders and cancellations and amendments of payment orders ("funds-transfer business day"). The Customer agrees to not issue a payment order that instructs Park Bank to execute the order on a funds-transfer business day that is later than the funds-transfer business day in which Park Bank receives the order.
3. Park Bank is authorized not to effect a transfer that, in Park Bank's sole and absolute discretion, Park Bank believes is not initiated in accordance with Park Bank's procedures, is not initiated by an authorized representative of Customer, would result in a charge against funds that are deemed by Park Bank not to be collected, insufficient or unavailable, that inaccurately describes the beneficiary or the beneficiary's bank, is ambiguous, is conditional, is canceled or amended, is not possible because of equipment failure or for any other reason. Park Bank's rejection of a payment order is effective when given if the notice of rejection is given by the same means the payment order was transmitted to Park Bank or by any other means that is reasonable under the circumstances. If more than one payment order is made at or about the same time, and available funds on deposit in the account do not cover all of the payment orders, Park Bank may, at its option, execute as many payment orders as available within the dollar limits of the available funds in any order determined by Park Bank.
4. Park Bank may establish a cut-off time on a funds-transfer business day from time to time for the receipt and processing of payment orders, cancellation or amendments, and any payment order or communication canceling or amending a payment order received after the cut-off hour, may be treated as a payment order or communication canceling or amending a payment order received at the opening of the next funds transfer business day.
5. Maintain a written record of all telephonic instructions received by Park Bank's Funds Transfer Center from the Customer and retain the records for sixty-one (61) days following such requests. Customer agrees to notify Park Bank of any unauthorized payment order or amended payment order, any payment to a beneficiary not intended by the Customer, any payment in an amount greater than the amount intended by the Customer and any payment duplicative of a payment previously sent by the Customer, along with the relevant facts relating to the error, within ten (10) business days after the Customer receives notice from Park Bank that the payment order was accepted by Park Bank or that the Customer's account was debited with respect to the order. The Customer shall be liable to Park Bank for any loss Park Bank incurs as a result of the Customer's failure to discover the error and notify Park Bank. This duty on the part of the Customer to discover error and notify Park Bank shall also apply to amendments to payment orders. Park Bank shall not be liable for indirect, incidental or consequential damages, including loss of earnings or attorneys' fees. All claims arising by reason of any transfer must be submitted to Park Bank in writing within one (1) year after the Customer received notification from Park Bank identifying the order. Any claims not so submitted shall be void.
6. Customer agrees to indemnify and hold Park Bank harmless from and against any claims, liability, damages or expense which may occur in connection with any and all transfers made by Park Bank in good faith in accordance with these procedures and agrees that Park Bank shall be conclusively deemed to have discharged its duties to act in good faith and to have exercised ordinary care if it has followed these procedures or if the Customer has not followed them. Park Bank shall not be responsible for faulty instructions it receives from the Customer and Park Bank specifically shall not be responsible for errors or delays caused by the action of the public utilities or other institutions whose facilities are used for the transfer of funds.
7. This funds transfer service is provided as a convenience to the Customer. The Customer assumes full responsibility for all transfers made by Park Bank in accordance with this Agreement and at the request of any authorized person or anyone who identifies himself or herself to be an authorized person. If a security procedure is in effect at Park Bank with respect to orders received by it from the Customer, the Customer is bound by any payment order if the Bank complied with the security procedure or the Customer did not comply with security procedure. Unless Park Bank and the Customer agree in writing to a different security procedure as described on an exhibit attached to the Agreement, if any, Park Bank and the Customer agree that the authenticity of payment orders shall be verified pursuant to procedure followed by Park Bank, which the authenticity of payment orders shall be verified pursuant to procedure followed by Park Bank, which procedure shall be deemed a commercially reasonable method of providing security against unauthorized payment orders. Park Bank shall have no responsibility for any inaccuracy, interruption, delay or failure in transmission or for any claims occasioned by any actions or inactions of any kind or nature beyond the control of Park Bank, including mechanical, electronic or equipment failure or acts of third parties.

8. Park Bank will assign, to authorized representative(s) of Customer, a Personal Identification Number ("PIN") for identification in making transfers. Requests for funds transfer will not be honored without reference to the proper assigned PIN and the corporate authorizing official who is responsible for maintaining the confidentiality of the assigned PIN(s). Any breach of confidentiality should be reported promptly to Park Bank's Funds Transfer Center.
9. The Customer agrees to promptly inform Park Bank in writing whenever there are deletions from or additions to the list of authorized persons. Until Park Bank is in receipt of a new certificate changing authorized persons; it may continue to act pursuant to designations on file.
10. This agreement shall continue and remain in full force and effect until Park Bank thereof has received written notice of termination and Park Bank has afforded a reasonable opportunity to act on such notice. Park Bank may terminate this Agreement as any time with or without notice to the Customer.
11. This Agreement shall be subject to the Uniform Commercial Code, Article 4A, Funds Transfers, approved by the national Conference of Commissioners on Uniform State laws and the American Law Institute and the same is hereby incorporated in this Agreement by reference except as such article may be expressly modified, amended or preempted by Wisconsin law and applicable federal law. The agreement shall also be subject to any other rules or agreements governing or referring to the account or payment orders. In cases of inconsistency or conflict between the other rules or agreements and this agreement, the other rules or agreements governing or referring to the account or payment orders will control.

PARK BANK

DRIVEN BY YES®

