PARK BANK

This Business Online Banking Service Agreement (the "Agreement") is entered into by and between the "Customer" and Park Bank; a Wisconsin based Company (the "Bank"). Any references to "we", "us" or "our" means the Bank. Any references to "you" or "your" means the Customer. The Bank and the Customer agree that the Park Bank Business Online Banking Services described below are subject to the Terms and Conditions set forth in this Agreement.

A. Online Banking Service Agreement

The Agreement governs the use of certain online banking services known as Business Online Banking **(the "Services")** and applies only to Business Customers. Business Online Banking provides access to your Deposit Account(s), and/or Loan Account(s) via the Internet or a mobile device. You agree that no transactions will be made using Deposit Accounts or Loans Accounts established primarily for personal, family or household purposes. You execute this Agreement on behalf of you and all of your users. In addition, you agree that by giving any person access to the Services you expressly accept all liability under the Agreement from your or any of the authorized use.

B. Review and Acceptance of Agreement

The Customer understands that the Customer and all authorized users should read this Agreement carefully before enrolling for Business Online Banking Services and before accepting the Agreement in accordance with the Terms and Conditions stated below.

C. Compliance with All Laws

IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE CUSTOMER AGREES NOT TO USE THE BANK'S SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF WISCONSIN OR THE UNITED STATES.

D. Relation to other Park Bank Agreements

Deposit Account(s), Loan Account(s) or any other accounts accessed through the Bank's Services continue to be governed by any applicable depository, loan, or other Agreements. The Customer understands that the execution of this Agreement does not alter any terms and conditions of any agreements governing the Bank accounts unless expressly altered herein. The Customer acknowledges they have read and understand these related agreements and statements before they use Park Bank Services.

E. System Requirements

In order to access the Site and use the Bank's Services, you must obtain access to the Internet by subscribing to an Internet Service Provider ("ISP") of your choice and use compatible hardware, software, and web browser. You are solely responsible for any fees associated with your access to the Internet, including the fees of your ISP. To protect the security of your confidential account information, Park Bank requires you use a web browser that supports adequate security measures including the use of Secure Socket Layer (SSL) encryption technology, as determined from time to time by the Bank. At the time you access a Service where confidential account information is available, the Bank will advise you if you do not have a currently acceptable web browser version. Obtaining and maintaining adequate Internet access is the Customer's responsibility, and the Customer is solely responsible for any computer related virus or related problems that may be associated with the use of Park Bank Services via the Internet.

F. Virus Protection

The Bank is not responsible for any electronic virus or viruses that the Customer may encounter. The Bank encourages the Customer to routinely scan their PC and other electronic media using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy programs, files and hardware.

G. Internet Security Information

The Customer understands that while the Bank and its service providers have established certain security procedures, such as firewalls, a Secure Socket Layer ("SSL") encryption technology for all components of the Business Online Banking System, multifactor authentication, security devices, as well as out of band authentication 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 further 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 are not responsible for any such delays, malfunctions, or inconveniences and that the Bank is not responsible for the acts of third parties. In addition to the security measures described above, there may be other security notices posted on the Bank's

web site regarding security issues. It is the Customer's responsibility to read all applicable notices. The Bank's Business Online Banking System utilizes a combination of Company ID, User ID, Password, or Passcode used in conjunction with a Secure Token, Multifactor Authentication and Out Of Band Authentication for Customer's security. The Customer agrees to establish, maintain, and update commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") that will safeguard the security and integrity of Customer's computer system and information from unauthorized use, intrusion, takeover or theft, and prevent the Customer's Log In credentials from unauthorized discovery or use (collectively "Internal Security Breaches"). Customer bears all risk of fraudulent transactions and other losses arising from your Internal Security Breaches or from the interception of the Customer's communications prior to their receipt by us (collectively "Internal Security Losses"). We will not reimburse you in connection with Internal Security Losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Log In Credentials. You are encouraged to consider purchasing insurance to cover any Internal Security Losses.

H. E-mail Communications and Security Warnings about Phishing, Spoofing, and other Forms of Identify Theft The Customer may send secure messages to the Bank over the Internet by logging into Park Bank Business Online Banking with their Company ID, User ID and Password or Passcode, and by selecting the "Contact Us" button available on each screen on the Business Online Banking System. The Bank strives to maintain the privacy and security of Customer confidential data and information. In addition, Customer understands and is aware of certain types of Internet scams commonly referred to as "Phishing" and "Spoofing" whereby fraudsters attempt to make Internet users believe they are receiving e-mails from a trusted source, or that they are securely connected to a trusted web site, when that is not the case. Many of these scams attempt to collect confidential information so that the perpetrators can commit bank fraud, or other forms of identity theft. The Bank will never send an e-mail requesting any of the following confidential information to be returned to the Bank via e-mail, and the Customer shall not return such information via e-mail in response to any e-mail even if it appears to come from the Bank: complete account number with Bank, tax identification number, complete ATM/Check Card numbers or PINs, User ID, Password, or any other confidential and private information. The Bank will also never send an e-mail asking the Customer to "click here" or "click on this link" to update confidential account information. Legitimate e-mail messages from the Bank will instruct the Customer to log into Park Bank Business Online Banking or Park Bank's website in order to update or transmit any confidential or private information.

I. Accounts

The Customer may request access to any account the Customer owns or is an authorized signer on. If the Customer desires payment initiation or account transfer services, the Customer must obtain the required withdrawal authority over the account in order to complete the transaction. By using Business Online Banking Services, the Customer agrees to maintain one or more accounts with the Bank and to keep sufficient balances in any account to cover any transactions and fees that are assessed by or related to the Business Online Banking System. If the accounts added to Business Online Banking Services have multiple signers, the Customer agrees that access to the information and all transactions initiated by the use of the Company ID, User ID and Password or Passcode are authorized unless the Bank has been notified in writing to cancel the Service. The Customer must notify the Bank immediately in person at any Bank location, or in writing at Park Bank, Attn: Treasury Management, 7540 W Capitol Dr., Milwaukee, WI 53216, if any authorized signer has been removed from their bank account, in order to terminate access to the Online Banking System. The Bank shall not be held liable if the Customer fails to provide this notification to the Bank. If an Account the Customer designates for Business Online Banking Services has a dual or special signature requirement (for account transaction and/or inquiries) in the Deposit Agreement, the Customer agrees that access to the information and all transactions initiated by the use of the Company ID, User ID and Password or Passcode on the Business Online Banking System are authorized unless the Bank has been notified in writing to cancel the Service.

J. Services Offered

The Customer may use Business Online Banking Services to access Deposit Account(s) or Loan Account(s) on which they are a signer or for which they have unrestricted right to withdraw or perform transactions. The Bank reserves the right to limit the type of accounts that Customer may access, or may restrict access to Deposit, Loan or other account(s) for any reason and in its sole discretion.

Business Online Banking Services include:

- a) Real time account balances
- b) View check images and statements
- c) Internal transfers
- d) Stop payments
- e) Bill payments

- f) Historical transactional downloads
- g) Account alerts
- h) Loan Payments & Advances
- i) Automatic Reset of Passwords
- j) Activate & deactivate Mobile Banking
- k) Activate & deactivate e-Statements

Optional Business Online Banking Services that require an additional Agreement include:

- a) ACH Origination
- b) Check Positive Pay
- c) ACH Positive Pay
- d) Account Reconciliation
- e) Wire Transfer Initiation

K. Terms for Transfers, Stop Payments and Bill Payment Services

If the Customer is entitled to Transfers, Stop Pay, and/or Bill Payment Services described herein, the following terms and conditions shall apply:

- a) **Transfers** The Customer acknowledges that the Transfers feature of Business Online Banking Services is an alternate entry system for transferring funds between accounts at the Bank. Transfers initiated through the Online Banking System before 10:00 pm Central Standard Time (CST) on a business day are posted to the Customer's account the same day. Transfers completed after 10:00 pm (CST) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The Customer understands that the Bank maintains the right to limit the dollar amount of Transfer requests executed by the Customer via the Online Banking System.
 - i. A Transfer request delivered to the Bank via the Online Banking System will be verified as an authentic Transfer request of the Customer by the procedures and protocols specified by the Bank and pursuant to the identification protocols used by the Bank with respect to transmissions it receives via the Online Banking System.
 - ii. The Customer understands there must be available balances in their account(s) with the Bank that are equal to or greater than the amount of the Transfer request(s).
 - iii. According to Federal regulations, the Customer may not make more than a total of six (6) pre-authorized or automatic transfers or bill payments from Customer's Money Market Deposit Account or Savings Account during a given monthly statement period.
- b) Stop Payment Request The Customer acknowledges that the Stop Payment feature is an alternate entry system for issuing Stop Payment orders between the Customer and the Bank. When utilizing this feature, the Customer warrants that the information describing the check, including the check date, its exact amount, the check number and payee, is correct. The Customer acknowledges that the exact amount of the check is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for stopping payment on the item. The Customer agrees that the Stop Payment Request must be received by the Bank within a reasonable amount of time for the Bank to act on the order prior to final payment of the check. A Stop Payment Notice will be mailed to the Customer for an authorized signature. Upon receipt of the signed Stop Payment Notice by the Bank, the Stop Payment will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. This Service is not available to cancel payments scheduled through the Bill Payment Services. The Customer agrees that they will first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to the Customer's entry of the request, the Bank shall not be liable for any loss or expense incurred by the Customer.
- c) Bill Payment Services Bill Pay Service available through Business Online Banking Services allows the Customer to instruct the Bank to transfer funds, either by Bill Payment Check or Electronic Payment to the payee. By using this Bill Pay Service, the Customer authorizes the Bank to choose the Payment option which is the most efficient method to process the Customer's transaction.
 - i. Limitations The Bank currently limits the Bill Pay Service to Checking Accounts. In the event that the Bank removes this limitation and allows bill payments from Money Market Accounts and Savings Accounts, transfers are limited by law to a maximum of six (6) pre-authorized, automatic transfers, or bill payments per statement cycle. The Bank reserves the right to refuse to honor any request for any payment and/or to limit the frequency and/or amount of any request for payment. The Bank will notify the Customer if a payment instruction will not be completed. However, notifications will not be sent if the

Customer attempts to make payments that are prohibited under this Agreement. The Bank reserves the right to restrict types of payees to whom payments may be made using the Bill Pay Service from time to time. Customers should not use the Bill Pay Service to make payments to settle securities purchases, make tax payments or make court ordered payments. Payments to such payees will be the Customer's sole responsibility if not processed, delayed or improperly processed or credited.

- ii. **Insufficient Funds** The Bank reserves the right to not pay any debit or other item that is drawn against insufficient or unavailable funds. If the Bank in its sole discretion pays an item against uncollected or insufficient funds, it shall assess the usual fees and charges as set forth in the Bank's current Deposit Account Agreement or any other fee schedule.
- Payment Scheduling Although payments may be scheduled for the current business day or any date in iii. the future at any time Customer may only edit or delete a bill payment previously authorized for that business day while the payment is in the "pending" status. Anything scheduled on a non-business day, or after the cut-off time, will not be processed until the following business day. Since the Bank must forward the funds and billing information to the payee, some lead-time for payments is necessary. The time frames generally will be determined by the way the payment is sent to the payee. If the Bank sends a bill pay check in the U.S. Postal System, the Bank suggests sufficient time i.e. five (5) to seven (7) business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, the Bank generally defines sufficient time as three (3) to five (5) business days prior to the payee receiving the payment. If the Customer fails to provide proper instruction or authorization in a timely manner as described herein, resulting in the payment being subject to additional fees or expenses, the Bank will not be responsible for the additional fees, expenses, or any other consequence or penalty as a result of the tardy receipt of the payment. Neither is the Bank responsible if, in spite of the payments being made in a timely manner, the payee does not immediately act on receiving the payment or there is a delay by the postal service or in any method of delivery used for any reason. Notwithstanding the provisions in the Deposit Account Agreement, as well as any other agreement with the Bank, the Customer agrees that all bill pay debits and/or checks issued on the Customer's authorized bill pay instructions will be the same as if actually signed by the Customer.
- iv. Reoccurring scheduled bill payments may only be edited or canceled during the period of time when the payment is designated to be "pending" on the Online Banking System. If the Customer chooses to cancel payment instructions, the cancellation will only be effective if initiated through the use of the Business Online Banking System.
- v. Liability It is the Customer's responsibility to correctly enter the payee information including name, address, payment date, and account number to be credited (if any). Additionally, it is the Customer's responsibility that the correct amount is entered in order to cover that particular payment. The Bank will not be responsible for any errors made by the Customer in providing payee or payment information that may result in delayed, non-receipt or insufficient payments due to the payee. The Bank will not be liable for failure of the Online Banking System to create a bill payment if any of the following occurs:
 - i. Funds are insufficient, uncollected, or unavailable in Customer's account to make the Bill Payment on the date a payment is scheduled to be sent;
 - ii. Funds are subject to legal process or other encumbrances restricting the payment or transfer;
 - iii. The Customer had knowledge of or questions about the possible malfunction of the Online Banking System when the Customer initiated the transaction and failed to notify the Bank;
 - iv. There are any delays in the handling of the payment by the payee.
- L. Liabilities The Customer accepts full responsibility for monitoring its accounts. The Customer agrees to notify Park Bank at:

Park Bank Treasury Management Department 20300 Water Tower Blvd, #100 Brookfield, WI 53045 (414) 466-8000

Immediately by phone or in writing if the Customer becomes aware of:

- a) Any loss, theft, or unauthorized use of Passwords or Passcodes, or account number(s):
- b) Any failure to receive a confirmation message from Park Bank indicating that the transactions was completed successfully;

- c) Any notice of a transaction that the Customer did not authorize;
- d) Any inaccurate information in any account balances or transaction history.
- e) Any other problem, suspicion of a problem, or potential discrepancy.
- M. Jury Waiver Both parties to this Agreement knowingly and voluntarily waive trial by jury in any action, proceeding, or counterclaim based upon, arising out of or in any way relating to this Agreement or any conduct, act or omission of both parties hereunder. Both parties further agree and consent that any such action, proceeding, claim or counterclaim shall be decided by trial to the court without a jury. Finally, both parties acknowledge and understand that this waiver and consent constitutes a material inducement for each party to enter into this Agreement.
- N. Headings The headings used in this Agreement are for convenience only, and shall not be construed as part of the parties' agreements and understandings.
- O. Governing Law This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. In addition, the Customer agrees to comply with the terms of the FFIEC Guidance or any other applicable Federal or State law, statute or regulations.
- P. Cancellation of Park Bank Business Online Banking The Customer's use of the Business Online Banking System may be canceled at any time by the Bank in whole or in part without prior notice due to insufficient funds in one of the Customer's accounts or due to other circumstances that may create an unanticipated liability to the Bank. The Customer will remain responsible for all transactions approved by the Online Banking System prior to the cancellation, and for any other fees associated with the Business Online Banking Services. After cancellation, Business Online Banking Services may be reinstated in the sole discretion of the Bank.

Q. General Provisions

- a) The Customer agrees to comply with the requirements of any help tutorials instructions, online documentation, or other user terms and conditions, as modified from time to time.
- b) 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 or Federal law, statute, 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.
- c) No Other Modifications. Except as noted in section Q (b), this Agreement may only be modified or amended in 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.
- d) Assignment; Binding on Parties and Successors. The Customer may not assign its interest or rights under this Agreement without the prior written consent of the Bank, and any purported assignment in violation of this Agreement shall be void. This Agreement is not for the benefit or any other person or entity, and no other person or entity shall have any rights against the Bank of the Customer hereunder.

R. Company Information for Business Online Banking

ber
ber

FOR BANK USE ONLY		
Company CIS Number:	Company ID:	

S. Business Online Banking Options (all plans require a Park Bank Business Checking Account – check the box next to your choice)

		BASE USER	STANDARD USER
Cost per Month	\$0	\$12	\$25
Deposit Accounts Included	3	3	3
Micro Account Reporting	X (micro)	N/A	N/A
Premium Account Reporting	N/A	Х	X
Bank Administration	N/A	Х	x
Account Transfers	X	Х	X
Stop Payments	N/A	N/A	\$15 each
Web Connect	N/A	N/A	X
Loan Module	Х	Х	X

Customized A La Carte Services to choose from: (check all applicable):

 Additional Accounts - \$6 per account
 Wire Module - \$20
 Positive Pay - \$15 per company, \$35 per account

 Special Report Download - \$20
 ACH Module:
 \$5 (1-30 items)
 \$15 (31-75 items)
 \$20 (75+ items)

 Account Reconciliation - \$15 per company, \$35 per acct.
 Combined POS Pay & Account Recon - \$15 per company, \$50 per acct.

 Bill Pay: Funding account number
 Second Post Pay
 Second Post Pay & Account Recon - \$15 per company, \$50 per acct.

T. Business Online Banking Account Details

Balance Reporting & Transactional Information* - In order to use Park Bank Business Online Banking, you must have a Park Bank Checking Account. For additional Park Bank accounts, enter in an account description which best describes the function of that account.

	A/C/D**	Park Bank Account Number	Account Description/Name
Loan #			
Account 1			
Account 2			
Account 3			

*Please list any additional accounts on Appendix A. ** A = Add C = Change D = Delete ***This form is available at www.parkbankonline.com.

U. Customer Authorization - The Account Agreement governing your account with us (the "Account Agreement" and this Agreement (i) constitute the entire agreement between the Bank and the Customer regarding the use of the Business Online Banking Service; (ii) supersede any prior agreements between the Bank and the Customer regarding the use of the Service; and (iii) are binding upon and enforceable against the Bank and the Customer and your successors and assigns, respectively. If any inconsistency exists between the Account Agreement and this Agreement, the terms of this Agreement control.

Date	PARK BANK
Company Name (please print)	Park Bank Representative
Authorized Signer's Name & Title (please print)	Title
Authorized Signer's Signature	Signature

V. Entire Agreement - The Account Agreement governing your account with us (the "Account Agreement" and this Agreement (i) constitute the entire agreement between the Bank and the Customer regarding the use of the Business Online Banking Service; (ii) supersede any prior agreements between the Bank and the Customer regarding the use of the Service; and (iii) are binding upon and enforceable against the Bank and the Customer and their successors and assigns, respectively. If any inconsistency exists between the Account Agreement and this Agreement, the terms of this Agreement control.

Please return to your branch office, fax to 414-393-9035, or mail to: Park Bank - Treasury Management, 20300 Water Tower Blvd, Brookfield, WI 53045

Business Online Banking Agreement & Application - Appendix A

Business Name

	A/C/D**	Park Bank Account Number	Account Description/Name
Account 4			
Account 5			
Account 6			
Account 7			
Account 8			
Account 9			
Account 10			
Account 11			
Account 12			
Account 13			
Account 14			
Account 15			
Account 16			
Account 17			
Account 18			
Account 19			
Account 20			
Account 21			
Account 22			
Account 23			
Account 24			
Account 25			
Account 25			
Account 27			

** A = Add C = Change D = Delete *** This form is available at www.parkbankonline.com.

PARK BANK

Safeguarding Internet Banking Access: Customer Roles & Responsibilities

Park Bank has implemented the best available and latest security solutions to ensure your financial and personal information is safe and protected from hacking, viruses, other malicious computer programs, and other Internet attacks.

However, you play the most important role in reinforcing this security system to ensure your online security and account information are not compromised. As a joint effort, Park Bank recommends that you implement and maintain the following security practices on a day-to-day basis.

Login

- 1. Before entering your password, ensure the web site you are visiting belongs to Park Bank. This can be verified by the URL displayed in the "address" bar. You are also advised to check that the website's digital certificate is issued to Park Bank (ParkBankOnline.com) or ebanking-services.com.
- 2. Ensure your session is encrypted. The website address should begin with https:// and a security icon that looks like a lock or key should appear on the status bar of your web browser.
- 3. Keep your passcode or password confidential at all times.
- 4. If issued one, safeguard your SECURE token at all times and do not allow anyone to keep, use or tamper with your SECURE token.
- 5. Do not reveal the One Time Password generated by your SECURE token to anyone.
- 6. Do not divulge the serial number of your SECURE token to anyone.

Logout

- 1. Log off from your online session when you leave the computer unattended and switch off your computer when not in use.
- 2. Clear your Web browser cache and history after logging out and close your Web browser to ensure all your account information is removed.

Internet Use

- 1. Do not disclose your personal and financial information to suspicious web sites or other suspicious inquiries.
- 2. Check your account information and transaction histories on a regular basis to ensure there are no unauthorized transactions. Park Bank encourages daily checks whenever possible.
- 3. Protect yourself against computer viruses by installing the latest virus detection software and firewalls, particularly if you are linked to the Internet via broadband connections, cable modems or digital subscriber lines.
- 4. Update your virus detection software and firewall frequently with security patches or newer versions. Keep anti-virus subscriptions and definitions up to date.
- 5. Avoid downloading or installing any files or programs from unknown sources.
- 6. Scan any attachments you receive via email using your virus detection software and immediately delete any suspicious email messages and all attachments.
- 7. You are encouraged to delete junk or chain emails. Do not open any email attachments from persons you do not know or trust.
- 8. Use a Web browser which supports 128-bit or higher encryption to ensure the highest level of security available.
- 9. Deactivate any "Auto Complete" function of your browser. This will prevent storage of the data you have entered.
- 10. If you are using a Windows Operating System on your computer, disable the "File & Printer Sharing" feature.
- 11. Do not use the same password for different websites, applications or services, particularly when they relate to different entities.

Best Practices

- 1. Do not use a computer or device that cannot be trusted for online banking, such as a public or Internet café computer.
- 2. If using a home PC, insure that the PC is secure, has up to date virus protection, and a firewall in place.
- 3. When you log into Park Bank Business Online Banking, take note of your last login date and time to ensure that there was no unauthorized access into your account.
- 4. Update us immediately of any changes to your contact numbers and address.
- 5. Refrain from using unsecured publicly available wireless networks.
- 6. Make a regular backup of your critical data.

Considerations

- 1. Consider the use of encryption technology to protect highly sensitive data.
- 2. Consider contacting your insurance provider to discuss coverage for losses due to fraudulent activity.
- 3. Consider implementing the alert, and approvals features of Business Online Banking.

Reporting Any Suspected Security Breach and/or Fraud to Park Bank

If you suspect your security has been breached, you have lost your token, there may have been unauthorized access to, or any fraud has occurred with respect to your Park Bank Business Online Banking account, you should contact Park Bank Ready Serve immediately at (414) 466-8000.

Please sign below to acknowledge that you, as the undersigned customer (the "Customer") understands the above warnings, agree to the described responsibilities, and understand the Customer liability for loss if the Customer computer system is compromised due to hacking, viruses, other malicious computer programs or other Internet attacks.

Company Name (please print)	Date
Authorized Signer Name & Title (please print)	Park Bank Representative Name & Title (please print)
Authorized Signer Signature	Park Bank Representative Signature