

THIS AGREEMENT, dated below, is between Park Bank, a Wisconsin banking corporation and the Customer identified below. References to “we,” “us” or “our” mean Park Bank. References to “you” or “your” mean the Customer.

We are willing to perform for you our wire transfer services upon the terms, conditions and for the costs described in this Agreement. We assume a limited number of responsibilities and our liability for errors resulting from your wire transfer instructions is also very limited. Be sure to read this Agreement carefully to understand both our and your rights and obligations.

1. **Wire Transfers.** We will transfer funds at your order from your designated account(s) maintained with us to any other account you specify, whether it is owned by you or by a third-party and whether it is maintained by us or with one or more other financial institutions, subject to the procedures and rules of this Agreement. We will also credit your account(s) with us with wire transfers to such accounts. This Agreement covers both transfers from and transfers to your accounts with us. Each wire transfer will appear on your account statement and your responsibility to reconcile your account is described in Paragraph 7. You will receive a confirmation of each wire transfer as described in Paragraph 7.
2. **Method of Transfer.** We will use those commercially reasonable funds transfer systems as we in our sole discretion select from time to time including one or more automated payment networks.

We will process your wire transfer order through either the Federal Reserve Bank System or the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”). In the case where the beneficiary of your wire transfer maintains its account with us or the transmitter of funds by wire to your account(s) maintains its account with us, we may simply debit and credit the appropriate accounts as requested in the wire transfer order.

3. **Fees for Services.** At the time we execute a wire transfer or internal transfer you agree to pay us with available funds on deposit for the amount of the wire transfer plus the current wire transfer fee. If you fail to pay in accordance with this requirement, we are entitled to cancel the wire transfer or, if we are unable to timely cancel it, to undertake any other legal means to collect the amount of the transfer, including a direct withdrawal from any of your accounts with us and as detailed in our deposit agreement with you.
4. **Funds Transfer Time Frames.** We will be capable of completing wire transfers only within certain hours of any business day (“Fund-Transfer Business Day”). You may transmit transfer orders to us only during the hours when we are open for the receipt, processing and transmittal of payment orders, cancellations and amendments of payment orders. You may issue an order to us which instructs us to transfer funds (“execute the order”) only on a Fund-Transfer Business Day and only on the Fund-Transfer Business Day on which we receive the order. We will accept instructions to execute a Domestic Wire Transfer order only between the hours of Eight o’clock a.m. and Four o’clock p.m. Central Time during a Fund-Transfer Business Day. And for a Foreign Wire Transfer order only between the hours of Eight o’clock a.m. and Three Thirty p.m. Central Time during a Fund-Transfer Business Day. We will treat any wire transfer order, communication canceling or communication amending a wire transfer order which is received after the cut-off hour as an order received for execution at the opening of the next Fund-Transfer Business Day.
5. **Procedures for Wire Transfer Orders.** You may initiate wire transfers by using one of the three procedures described on the Supplement to this Agreement. You may choose to use for any one wire transfer any one of the procedures you have selected in Part One of the Supplement. Requests to execute a Wire Transfer order by email will not be honored. We will only comply with your instructions to the extent that they comply with the chosen procedure. The Authorized User or other authorized person ordering a wire transfer shall select the Part One procedure to be used.

Any individual named by you as an Authorized User on Part Two of the Supplement will be deemed by us as authorized to initiate wire transfer requests and to designate one or more persons named as Customer System Administrator (“CSA”) representatives in Part Two of the Supplement authorized to confirm wire transfers. The persons named as CSAs and/or authorized representatives and their respective phone numbers may be

changed by you only by your submission to us of a properly signed amended Part Two of the Supplement. Any such amendment shall terminate the prior Part Two and require re-designation of all authorized persons. Any amendments to any of the information set forth in Part Two must be done at least three (3) business days prior to any order and confirmed by the customers' account representative at the bank.

6. **Our Right to Rely on Your Orders.** You are responsible for the accuracy of any wire transfer order. You are also responsible for the legitimacy of the wire transfer order. We will not and are not responsible for confirming the content of any order or legitimacy of any order. We will not confirm the accuracy of the name or routing number of the receiving bank, the name or account number of the recipient of the funds, the correctness of the amount proposed to be wired, the need for or the appropriateness of the wire transfer or any other factor involved. We will not review any authorizing resolutions you may have provided to us, regardless of whether we requested such resolutions to confirm that the persons named in Part Two of the Supplement match or are consistent with the names appearing in any such resolutions. We will simply rely on the content of an order for a wire transfer made by one of the persons listed on Part Two. If the order complies with the procedure of the selected Option, we will execute your order. We will however confirm prior to order execution that you have sufficient collected funds in your account with us to transfer per the order. We are not liable to you for any loss you suffer by reason of any errors in an order or by reason of any fraud or lack of authorization on the part of one or more persons named in Part Two of the Supplement who orders a wire transfer.
7. **Wire Transfer Confirmations.** Upon our receipt of a communication from the receiving bank that the wire transfer has been completed or our receipt of funds wired to one of your accounts, we will issue a confirmation of the wire transfer to you within 24 hours of such receipt. Depending upon whether you have online access to your account from which or to which funds have been transferred, each completed wire transfer will appear either in your on-line account records or in any event on your next regular account statement for the account or both. You agree to review your on-line account records or to review your account statements after each wire transfer from such account and notify us within thirty (30) calendar days after the effective date of a wire transfer of any unauthorized wire transfer, discrepancy, error or other problems concerning the wire transfers and the relative facts relating to the error. If you do not timely notify us of any such error, discrepancy or problem, you will lose your right to claim any damages against us and we will not be liable to you for any loss of any nature you may have suffered as a result of such error, discrepancy or problem.
8. **Reasons We May Not Complete A Wire Transfer.** We may reject and not complete any wire transfer order if:
  - a. The order does not conform to the limitations, security procedures and/or the other requirements contained in this Agreement (such as an unauthorized person places and/or confirms the order or there are insufficient collected funds in your account);
  - b. The order requests a transfer to a person or entity listed on the U.S. Treasury's Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons ("an OFAC Disqualified Person");
  - c. A wire transfer to your account is from an OFAC Disqualified Person;
  - d. Any of the following conditions or circumstances exist, (i) an interruption of transmission or communication facilities; (ii) failure of our equipment or that of another bank in the transaction, the Federal Reserve System or SWIFT; (iii) war, terrorism, emergency conditions, strikes, extreme weather, acts of God, force majeure, or other circumstances beyond our control;
  - e. We are prohibited by law or by banking regulation to complete a wire transfer order.
  - f. We in our sole discretion reject an order for any reason, including but not limited to the order is ambiguous, inconsistent, conditional, canceled or amended.

If we reject a wire transfer order because an OFAC Disqualified Person is involved, federal law requires us to "block" or hold your funds until such times that the U.S. Treasury's Office of Foreign Asset Control releases the funds by a written communication to us. In that event, you will not have access to your funds until they are released.

If more than one order is made at or about the same time and available funds on deposit in the account do not cover all orders, we may, in our sole discretion, execute as many orders as available within the dollar limits of the available funds in any order determined by us.

If we reject a wire transfer for any reason, we will notify you of the rejection by telephone, electronic message, U.S. mail or overnight courier.

9. **Our Liability is Limited.** We will be responsible to you for a loss you suffer as a result of a wire transfer order or transaction only if we willfully commit an act which we know is unauthorized or illegal and we realize or should have realized you would be damaged as a result (willful misconduct) or we are grossly negligent in acting under this Agreement. Without limiting the foregoing, we will not be responsible or liable to you if: (i) we reject and/or fail to complete a wire transfer for any of the reasons we are permitted to do so under this Agreement; (ii) we comply with any laws or regulations resulting in damage to you; (iii) a third party in the wire transfer process such as the Federal Reserve, SWIFT, a sending or beneficiary's bank or a beneficiary of the funds, commits any act or omission resulting in your damage or loss, as such third parties are not our agents; or (iv) we execute an order which complies with the wire transfer procedure of this Agreement and its Supplements. We shall not be responsible for faulty instructions we receive from you and we specifically shall not be responsible for errors or delays caused by the action of public utilities or other institutions whose facilities are used for the transfer of funds.

In no event shall we be liable for special, consequential, punitive, incidental or indirect losses or damages suffered or incurred by you in connection with the transaction contemplated by this Agreement, including without limitation, loss of earnings or subsequent wrongful dishonor resulting from our acts or omissions, regardless of whether we knew or should have known such losses or damages might be incurred. If we are liable for loss of interest resulting from our error or delay, interest shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the interest to your account which was involved in the wire transfer. We shall not be responsible for your attorneys' fees. All claims arising by reason of any transfer must be submitted to us in writing within one (1) year after you received notification from us identifying the order. Any claims not so submitted shall be void.

10. **Cancellations of Orders.** We will make a reasonable effort to act on your request to cancel or amend a wire transfer order prior to the time we execute the order. We shall have no liability if the cancellation or amendments are not made, regardless of the reason.
11. **You Agree to Indemnify Us.** When we execute an order or accept funds by wire to your account(s), we may be deemed by third parties to be your agent. As a result, we may be the subject of claims made by third parties or sued by third parties due to our actions on your behalf or due to acts or omissions by you or third persons acting on your behalf. You will be liable and responsible for such claims and suits and indemnify and hold us and any of our affiliates, shareholders, officers, directors, employees and agents harmless from any and every claim, cause of action, damage, judgment, order, arbitration award, penalty, loss, liability, expense, and other cost of every nature and regardless of its basis, which may occur in connection with any and all transfers made by us, plus the costs of our defense of any such claim or suit, including our actual attorneys' fees. Similarly, if you breach this Agreement which results in our loss, you will indemnify and hold us harmless from such losses and to the extent described earlier in this Section 11.
12. **Governing Law.** The provisions of Regulation J, 12 CFR Part 210, Subpart B (including the appendices to the extent that the wire transfer request is carried out through Fed Wire) govern this Agreement. Terms used but not defined in this Agreement shall have the meaning ascribed to them in Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable operating circulars of the Federal Reserve Bank of Chicago and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply, this Agreement shall be governed by the internal laws of the State of Wisconsin.
13. **Jury Waiver.** Both parties to this agreement knowingly and voluntarily waive trial by jury in any action, proceeding, claim or counterclaim based upon, arising out of or in any way relating to this Agreement or any conduct, act or omission of both parties, and agree and consent that any such action, proceeding, claim or counterclaim shall be decided by trial to the court without a jury. Both parties acknowledge and understand that this waiver and consent constitutes a material inducement for each party.
14. **Notices.** All written notices provided to you under this Agreement shall be sent via electronic message, the U.S. mail or overnight courier to the address contained in our records or such other address provided from time to time by you. All written notices provided to us by you under this Agreement shall be sent via electronic message, the U.S. mail, or overnight courier to the address as follows: Park Bank, Attn: Wire Transfer Department, 7540 W. Capitol Dr., Milwaukee, WI 53216. Confidential information should not be sent through unsecured email.

15. **Amendments; Termination.** We may amend this Agreement at any time, and any such amendment shall become effective immediately upon your receipt of notification or upon a later date specified in such notification. You may amend your information at any time by following the procedures set forth by us. You may not amend any other part of this Agreement without our prior written consent. You may not assign this Agreement to any other person or entity without our prior written consent, at which time a new agreement will be established. This Agreement shall remain in effect until either of us terminates it, which either of us may do at any time, by giving written notice to the other. Termination is effective upon receipt by the non-terminating party of such notice. Any termination of this Agreement shall not affect any obligations arising prior to termination, and we both agree that Sections 3, 6, 9, 11 and 13 shall survive the termination of this Agreement.

16. **Entire Agreement.** The Business Account Agreement governing your account with us (the "Account Agreement") and this Agreement including its Supplement (i) constitute the entire agreement between us and you regarding the use of our wire transfer service; (ii) supersede any prior agreements between us and you regarding the use of our wire transfer service; (ii) supersede any prior agreements between us and you regarding wire transfers; and (iii) are binding upon and enforceable against us and you and your successors and assigns, respectively. If any inconsistency exists between the Account Agreement and this Agreement, the terms of this Agreement control. If any part of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

**We have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**Note:** This Agreement must be executed on your behalf by an individual who has been authorized to do so in the corporate or authorizing resolutions (or similar document satisfactory to us) of your Board of Directors or other managing body which you have provided to us in connection with the opening or maintaining of your accounts with us.

**PARK BANK:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **PARK BANK WIRE TRANSFER AGREEMENT SUPPLEMENT**

### **Part One: Wire Transfer Procedure**

1. **Assumption of Risk.** While we have established procedures designed to reduce the possibility of fraud and unauthorized transfers, the wire transfer process inherently involves risk of loss by the customer using it. By utilizing our wire transfer services, you assume that risk of loss. You may select any one of the three optional procedures described below. Option one (wire orders via telephone). Option Two (wire orders via internet banking). Or Option Three (wire orders via facsimile). It is your responsibility to select the option appropriate for your needs and to ensure that the safe guards built into the options are adequately protected and followed.
2. **Option One: Wire Orders Via Telephone.** You may initiate an order via a telephone request. Our telephone number is 1-414-616-4429. The telephone request must include complete and accurate wire transfer instructions and must be initiated by one of the authorized representatives identified on Part Two of this Supplement. Our representative will ask for a predetermined PIN number, assigned by us, from the person calling. If the PIN number is correct, the wire transfer order will be processed.

We will then initiate a telephone call back to the designated CSA at the phone number listed on Part Two for all wires \$10,000 or more. Our representative will ask for a predetermined PIN number, assigned by us, from the person answering our call back. If the PIN number is correct, the wire transfer order will be processed. Requests for orders will not be honored without confirmation by the CSA and reference to the proper assigned PIN. You and the authorized representatives and CSA's listed on Part Two are responsible for maintaining the confidentiality of the assigned PIN(s). Requests for orders will not be honored without confirmation by the CSA and reference to the proper assigned PIN. You and the authorized representatives and CSA's listed on Part Two are responsible for maintaining the confidentiality of the assigned PIN(s). Requests for orders will not be honored without confirmation by the CSA and reference to the proper assigned PIN.

We will also confirm in the call back the authorization of the order, its amount, its execution date, the beneficiary bank and the identity and account number of the beneficiary at the beneficiary bank. **Please note that the individual acting as your authorized representative and phoning in the initial wire order may not be the same individual acting as your CSA for call back confirmation, unless so specified in Part Two. However, you maintain the responsibility of ensuring this dual control feature of Option One.**

3. **Option Two: Wire Orders Via Business Online Banking.** One of your authorized representatives may initiate an internet banking wire order via an electronic communication to us through Business Online Banking. Signing on to Business Online Banking will require your authorized representative to designate a separate Personal Identification Number ("PIN") along with a token generated password. Your PIN must be a minimum of 4 numeric characters. The token device is used to authenticate the authorized representative's use. This token generates a random number generated password that will change every thirty (30) seconds. The user's PIN, along with the password on the token will be entered at time of login to the online banking site. At the point of transmitting the transaction Business Online Banking will also require an Out of Band Authentication. If the authentication fails the wire will not be released. No confirmation call back will be made by us prior to executing the order.

Unless we and you agree in writing to a different security procedure as described on an exhibit attached to this Agreement, if any, we and you agree the authenticity of orders shall be verified pursuant to the procedure followed by us, which procedure shall be deemed a commercially reasonable method of providing security against unauthorized orders.

4. **Option Three: Wire Orders Via Fax.** You may initiate an order via a written facsimile request. Our wire transfer fax number is 1-414-393-9040. The fax request must include complete and accurate wire transfer instructions and must be signed by at least one of the authorized representatives identified on Part Two of this Supplement. Once we receive the fax, we will confirm that the signature appearing on the written fax order matches the name of an authorized representative on Part Two. We will not conduct a hand writing comparison of the signature on the fax with the signatures of that individual which we have on file or with any signatures appearing on Part Two of this Supplement. We will merely determine that the identity of an authorized representative matches that on the fax order.

We will then initiate a telephone call back to the designated CSA at the phone number listed on Part Two for all wires \$10,000 or more. Our representative will ask for a predetermined PIN number, assigned by us, from the person answering our call back. If the PIN number is correct, the wire transfer order will be processed. Requests for orders will not be honored without confirmation by the CSA and reference to the proper assigned PIN. You and the authorized representatives and CSA's listed on Part Two are responsible for maintaining the confidentiality of the assigned PIN(s). We will also confirm in the call back the authorization of the order, its amount, its execution date, the beneficiary bank and the identity and account number of the beneficiary at the beneficiary bank. **Please note that the individual acting as your authorized representative and faxing the initial wire order may not be the same individual acting as your CSA for call back confirmation, unless specified in Part Two. However, you maintain the responsibility of ensuring this dual control feature of Option One.**

**Responsibility Reminder: You bear the burden of maintaining internal controls within your group of authorized representatives and CSA's. Appropriate instruction and protections should be in place to prevent the sharing of unique user id's, passwords, PIN numbers, tokens, and security images among them. You agree to immediately tell us of any breach of confidentiality of any user i.d., password, PIN number, token, or security image or other procedure which has occurred within your organization. A suspicion that such a breach has occurred shall also be reported to us. It is your responsibility to update your security by implementing changes to passwords and security images and the frequency of such changes.**

**PARK BANK WIRE TRANSFER AGREEMENT SUPPLEMENT**

**Part Two: Authorized Personnel**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Phone Number

Company Account Number(s) for these instructions: \_\_\_\_\_  
\_\_\_\_\_

**Authorized Representatives:** Each of the following persons and no others, are authorized to initiate and place wire transfer orders by one of the options available, specifying the amount, the beneficiary, the beneficiary bank and account numbers and such other information as may be requested to properly route the request. You may create a maximum wire transfer limit; if the limit is not entered the person(s) will have no maximum limit.

NAME	PHONE #	ALT. PHONE	LIMIT	E-MAIL or FAX	Confirm own Requests?
_____	_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	_____	<input type="checkbox"/>

**Customer System Administrator:** The following individuals are hereby designated as a Customer System Administrator ("CSA"). A CSA should not initiate wire transfer orders but should be one of the persons authorized to confirm wire transfer orders. You may create a maximum wire transfer limit; if the limit is not entered the person(s) will have no maximum limit.

NAME	PHONE #	ALT. PHONE	LIMIT	E-MAIL or FAX
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**E-mail Notification.** We will provide you with near real time notification of all incoming and outgoing wire transfers for up to (3) three e-mails / fax numbers.

No one person may both initiate and confirm a request in response to a callback unless specifically indicated above or in such cases where the Customer is the sole owner and signor of the account(s) related to the wire transfer Agreement.

**PARK BANK:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_