

# BUSINESS BANKING SERVICES AGREEMENT

## STATE BANK OF CROSS PLAINS

### Download our Business Banking Services

#### MASTER ENROLLMENT FORM - Business Banking Services

The person signing this document is an officer, owner, principal, member or other authorized individual of the business organization identified below ("Client"). By signing below, you acknowledge receipt of the Business Banking Services Agreement Terms and Conditions ("Agreement") as of the date hereof, and you and we agree that the terms and conditions set forth therein will be binding and that certain service charges may be charged to your account each month. You also agree that the terms contained in any enrollment forms related to the services provided pursuant to the Agreement shall govern. By utilizing ACH Origination, wire transfer, eCourier, positive pay, bill payment, ACH Filter, or other services as they become available, you acknowledge and agree that the terms related to each of these respective services appear as Exhibits to the Agreement and shall apply to your use of any such services, as applicable, in addition to the terms of the Agreement. In the event any terms in the Exhibits conflict with the terms otherwise provided in the Agreement, the terms in the Exhibits shall govern. You warrant to us that you are properly authorized to bind the Client to the terms of the Agreement and to deliver this document and any document related to it. This acknowledgment shall supersede any previous acknowledgments you may have provided to us.

- Schedule A must be completed if Client wishes to enroll related parties for eCorp.
- Security Schedule must be signed by Authorized Individual for Company acknowledging security controls

COMPANY NAME:

TAX ID NO.:

PRINCIPAL ADDRESS:

AUTHORIZED SIGNER:

PRINTED NAME:

PRINTED TITLE:

PHONE NUMBER:

DATE:

[www.sbcpl.bank](http://www.sbcpl.bank)



Belleville ■ Black Earth ■ Brooklyn ■ Cross Plains ■ Evansville ■ Janesville ■ Madison ■ Middleton  
Mount Horeb ■ New Glarus ■ Oregon ■ Verona ■ Waunakee

Future Accounts. Client hereby authorizes the Bank to provide access to any account that is opened subsequent to the signing of this Agreement, provided the Authorized Signer identified above is also an Authorized Signer on such subsequently-opened account.

## SCHEDULE A

### Related Clients

If this Schedule A is completed, then you desire that certain related companies ("Related Clients") listed below be enrolled in eCorp and, where applicable, that you be given access to the Related Clients' accounts. Each person signing below certifies that he or she is an officer, owner, principal, member or employee of each Related Client listed and is duly authorized to sign documents, conduct banking transactions and otherwise enter into contractually binding arrangements for each entity listed herein. Each Related Client desires to have its account relationships linked with those of the Client and with each other and understands that by doing so, the Client will have access to the Related Client's account information and the authority to conduct transactions on the Related Client's account. Each Related Client, through an express action by its board of directors, partners, members and/or owners, as applicable, has duly authorized the appointment of the Client as an agent with full power and authority to act on behalf of the Related Client in connection with any depository activities regarding the Related Client's accounts, including, specifically, but without limitation, the power and authority to: (a) link the Related Client's accounts to the Client's eCorp profile; (b) view the Related Client's accounts through eCorp, including any transactional information related thereto; (c) issue instructions regarding the Related Client's accounts, including authorizing debits and withdrawals through eCorp or other electronic means; and (d) enroll in specific additional services on Related Client's behalf. By signing below, each Related Client releases and holds the Bank harmless from and against any claims or losses arising from the authority provided to the Client herein. The entities below also agree to be bound by all terms of the Agreement. If a Related Client wishes to enroll in additional services, the Related Client, or the Client on the Related Client's behalf, must complete the applicable enrollment forms. This Exhibit shall be effective as of the date last signed below.

Related Client Tax ID:

Company

Address

City, State

By:

Authorized Signer

Title

Date

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

Future Accounts. Client hereby authorizes the Bank to provide access to any account that is opened subsequent to the signing of this Agreement, provided the Authorized Signer identified above is also an Authorized Signer on such subsequently-opened account.

## Security Schedule

(Effective 03/28/2022)

This Security Schedule (“Schedule”) to the Business Banking Services Agreement Terms & Conditions (the “Agreement”) sets forth the required security procedures that shall apply to all Services (as defined in the Agreement) used by you.

1. Scope; Definitions. By signing below and through your use of the Services, you agree to be bound by the terms and conditions hereof. It is understood and agreed that this Schedule shall supplement and is hereby incorporated into the Agreement and any related Schedules. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Agreement. Any reference to “we”, “us”, or the “Bank” shall refer to State Bank of Cross Plains, and any reference to “you” or the “Company” shall refer to the company countersigning this Schedule below.

2. Background. The Services require the use of eCorp. In order to mitigate the risks to you and us, and to clearly establish each party’s expectations, liability, and responsibilities regarding the Services, we have developed this Security Schedule. By signing below and by your continued use of the Services, you agree that these procedures are commercially reasonable and that you agree with and accept the terms and conditions set forth below. You understand that the security procedures are for verification of authenticity of any transaction or access request and are not intended to detect errors in the transmission or content of any entries. You and we have not agreed upon any security procedures for the detection of any such errors.

3. Commercially Reasonable. YOU HEREBY AGREE TO THE SECURITY PROCEDURES HEREIN AND ACKNOWLEDGE THAT SUCH SECURITY PROCEDURES ARE A COMMERCIALY REASONABLE METHOD OF PROVIDING SECURITY AGAINST UNAUTHORIZED TRANSFER OF FUNDS, PAYMENT INSTRUCTIONS AND OTHER TRANSACTIONS. You confirm that you have assessed the security procedures for eCorp and have determined that these features, in combination with your own security measures, are adequate for your Account(s). If you use any method other than the security procedures set forth herein in connection with eCorp or to communicate, deliver, or transmit any instruction to us, you reject the security procedures set forth herein and are deemed to have chosen an alternative security procedure. In such case, you agree that such alternative security procedures may not be found to be commercially reasonable, and agree to be bound by any instruction or any other transaction, whether or not authorized, that was issued in your name, or otherwise, and accepted by us using the alternative security procedures selected by you.

4. Bank Duties. We will do the following, as applicable:

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

4.1 Provide multi-factor authentication that utilizes user IDs and passwords (“Codes”), to identify clients when logging into eCorp, plus, for high-risk transactions involving access to client information or the movement of funds to other parties, at least one other method of security such as a security device (“Token”), callback, or some other “out-of-band” control. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.

4.2 Set up limits for bill payment, funds transfer, wires, ACH, and other cash management services.

4.3 Provide secure sign-on which provides visual cues when you sign on so you know that you are on our website and it is safe to enter information.

4.4 Publish minimum best practices for online banking security on our website at [www.crossplainsbank.com](http://www.crossplainsbank.com). We will also offer client education and awareness programs pertaining to the prevention of security breaches of online banking.

5. Customer Duties. You will do the following, as applicable:

5.1 Investigate, implement, and maintain adequate online banking security practices and procedures related to access to and use of eCorp.

5.2 Set up, maintain and regularly review security arrangements concerning access to, and use of, eCorp and the Services. This includes, but is not limited to, a device, computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents; the control of your Internet access services; and the control of your Codes and Tokens.

5.3 Install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following, without limitation:

5.3.1 Firewall to prevent unauthorized access.

5.3.2 Anti-virus protection to prevent your personal computers from being victimized by the latest viruses and other destructive or disruptive components.

5.3.3 Anti-spyware protection to prevent spyware from providing potential tracking information about your Web activities.

5.3.4 A product that indicates the Web site you are on, or an Internet browser that indicates the site name.

5.4 Install, update, maintain and properly use industry standard operating systems and desktop applications with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability. We require your browser to be, at a minimum, a fully SSL-compliant, 128 bit encrypted browser.

5.5 Follow these minimum general safety guidelines:

5.5.1 Never walk away from your computer while logged on to eCorp.

[www.sbcpl.bank](http://www.sbcpl.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

5.5.2 Check your Account balances and activity daily and report any suspicious activity immediately by calling 608-401-4716.

5.5.3 Memorize your Codes and change them regularly (or upon our request).

5.5.4 Never disclose your Codes to any other person, and take all reasonable actions to maintain their confidentiality. If someone identifies himself as one of our employees and asks for your Codes, that person is an imposter.

5.5.5 Choose Codes that are not easy to guess. Passwords must comply with our minimum requirements.

5.5.6 Read and stay abreast of the best practices for online banking security as published on our website. From time to time, these best practices may be updated.

5.5.7 Call us immediately at 608-401-4716 if you know of or suspect any unauthorized access to eCorp or any unauthorized transaction or instruction, or you believe your Codes or Tokens have been stolen or compromised.

6. Breaches of Security Procedures. You assume full responsibility for any transaction conducted through the Services that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedures and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds, payment instructions or other transactions resulting from a breach of security regardless of the source or cause thereof. Without limiting the generality of the previous sentence, you are responsible for a breach of security occurring on or in connection with your systems or use of eCorp, by whatsoever means, such as (by way of example and not limitation), viruses, Trojans, worms, phishing, pharming, keylogging or other fraudulent activity enabled by malware or other destructive or disruptive components. If we do bear responsibility, it will extend only to losses caused solely and directly by us, and our liability will in any event be limited as provided in the "Limitation of Liability" section of the Agreement.

7. Security Enhancements. You acknowledge that we may offer certain products that may reduce the risks associated with certain of the Services. These products may be subject to a fee. We may also make you aware of additional products in the future designed to further mitigate the risk of future threats to the Services. If you continue to use the Services without subscribing for the enhanced security measures that we may offer now and in the future, you understand and agree that you assume all liability resulting from any losses or damages that could otherwise have been prevented with such measures.

a. ACH Filter. We offer an ACH Filter product that provides complete "pay" or "no pay" control of exception items by allowing you to compare authorized debtor information to ACH debits posting to your account.

b. Positive Pay. We offer a Positive Pay product that provides complete "pay" or "no pay" control of exception items by comparing check issued information to checks presented for payment.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

c. Dual Control. Certain products, such as wire transfers, funds transfer or ACH Origination offer the ability to require dual signers or dual authorization before we will honor a payment request. If you have elected to forgo the use of dual control where allowed, you agree to assume any liability that may arise from unauthorized transactions that may have been detected and/or prevented with the use of dual control security procedures.

By signing below, you acknowledge that you have been made aware of additional security measures that are available to protect your Accounts from fraud and other unauthorized activity. If you elect to employ certain of these measures, you may be required to sign an additional Schedule or agreement detailing procedures, terms and conditions specific to each measure. If you decline to employ one or more of these enhanced measures, you agree to assume any liability for losses or other damages that may arise from doing so. For example, if you decline ACH Filters and your Accounts are later subject to fraud that could have been prevented or mitigated with the use of ACH Filters, you will hold us harmless and agree that you will assume all liability for such losses or damages. You acknowledge that we may offer certain products that may reduce the risks associated with certain of the Services. These products may be subject to a fee. We may also make you aware of additional products in the future designed to further mitigate the risk of future threats to the Services. If you continue to use the Services without subscribing for the enhanced security measures that we may offer now and in the future, you understand and agree that you assume all liability resulting from any losses or damages that could otherwise have been prevented with such measures.

This Security Schedule to the Business Banking Services Agreement Terms & Conditions shall be effective as of the date last signed below.

STATE BANK OF CROSS PLAINS

COMPANY BANK

By:

Name:

Title:

Date:

BUSINESS BANKING SERVICES AGREEMENT TERMS & CONDITIONS

(Effective 3/28/2022)

TABLE OF CONTENTS

Page

1. Definitions.....	1
2. The Services.....	1
3. Standard eCorp Services.....	1
4. Funds Transfers Using eCorp.....	2

[www.sbcp.bank](http://www.sbcp.bank)



5. Canceling or Amending Funds Transfers..... 2

6. Other Agreements..... 2

7. Systems; No Warranty.....3

8. Security Measures ..... 3

9. Authorized Persons; Access Codes..... 3

10. Service Exhibits.....4

11. Overdrafts..... 4

12. Fees..... 4

13. Limitation of Liability..... 4

14. Force Majeure ..... 5

15. Indemnification .....5

16. Electronic Mail.....5

17. Termination.....5

18. Third Parties.....6

19. Amendments.....6

20. Notices.....6

21. Limitations on Action; Cooperation.....6

22. Governing Law; Venue.....6

23. Assignment.....7

24. Audits, Investigations, and Due Diligence.....7

25. Miscellaneous.....7

Service Exhibits

ACH Origination..... Exhibit A

Wire Transfer ..... Exhibit B

eCourier.....Exhibit C

Positive Pay..... Exhibit D

ACH Filter ..... Exhibit E

Bill Pay.....Exhibit F

## BUSINESS BANKING SERVICES AGREEMENT TERMS & CONDITIONS

These Business Banking Services Agreement Terms & Conditions (“Agreement”) are made by and between the State Bank of Cross Plains (the “Bank,” “we,” or “us”) and the customer (“Customer” or “you”) enrolling for the Services (as defined below).

1. Definitions. Capitalized words defined in any section of this Agreement shall have the meanings ascribed to them herein. In addition, the following definitions shall apply:

- a. “Account” refers to any accounts accessible through the Services.
- b. “Authorized Person” refers to any user designated by you, who shall have authority to make transactions in accordance with this Agreement, even though that person’s authority to transfer or withdraw funds from your Accounts by some other means (e.g. by check) may otherwise be restricted or prohibited.
- c. “Business Day” means Monday through Friday, excluding all federal holidays.
- d. “eCorp” refers to our commercial internet banking service.
- e. “Enrollment Forms” refers to any enrollment forms or other documents that we require in order for you to enroll in eCorp, select specific Services, and designate Accounts subject to those Services.
- f. “NACHA” refers to the National Automated Clearing House Association.
- g. “Services” mean any and all business banking services that we may provide to you from time to time, including without limitation Automated Clearing House, wire transfer, internet banking, remote deposit capture, and positive pay services.

2. The Services.

Your signature on the applicable Enrollment Forms constitutes your agreement to the terms of this Agreement. This Agreement sets forth the terms and conditions which shall apply to all Services, which you may access exclusively through eCorp, unless we agree otherwise. All references to the Agreement shall include any applicable schedules, exhibits, addenda, or Enrollment Forms. Certain specific Services must be selected by you using the Enrollment Forms, as discussed in Section 10. From time to time thereafter, you may request additional Services, each of which will be made available in our sole discretion.

3. Standard eCorp Services.

In addition to any additional Services that you may select using the Enrollment Forms, by enrolling for eCorp you can:

- view Account information;
- transfer funds among your deposit Accounts;
- transfer funds from your line of credit to your checking Account with us;
- make payments out of deposit Accounts to your loan Accounts with us;
- initiate stop payment orders; and
- transfer funds to accounts at other financial institutions.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

Additional eCorp functions may be made available to you from time to time, subject to the terms and conditions of this Agreement. Subject to available funds, you may transfer funds using eCorp in any amount; provided, however, that we may otherwise limit the amount of transfers available to you from time to time in our reasonable discretion. There may be other limits on the number of transfers you can make using eCorp.

#### 4. Funds Transfers Using eCorp.

You may transfer funds among any checking, Money Market, or eligible loan Accounts maintained by you with us, or you may transfer funds from any such Accounts to external accounts owned by you.

Under federal regulations, you may make no more than six (6) preauthorized electronic fund transfers and telephone transfers, including eCorp transactions, checks and point-of-sale transactions per month from your savings or money market deposit Account. Each fund transfer through eCorp from your savings or money market deposit Account is counted as one of the six (6) limited transfers you are permitted each month. (however, payments to your loan Accounts with us are not counted toward this limit for savings and money market deposit Accounts).

We can process a fund transfer on the same Business Day as your instructions, if we receive your instructions before our eCorp cut-off hour of 6:00 p.m. CT on a Business Day. If we receive your instruction after such cut-off time, we will process the transaction on our next Business Day. If you schedule a fund transfer for a future date, we may process the transaction after the close of business on that date, if that day is a Business Day. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment date will be the last Business Day of that month. If the payment date is not a Business Day, we will process the transaction on our next Business Day.

#### 5. Canceling or Amending Funds Transfers.

You may cancel or amend a funds transfer by contacting us at (608) 401-4716, and we will use reasonable efforts to effect your instructions. Any instruction to cancel or change a transfer must be received by us prior to the cut-off time (as described in Section 4) on the day the transaction is to be processed by us so that we have a reasonable amount of time to take action on your request. Except for preauthorized transfers, described below, if we don't receive your complete and accurate instruction canceling or changing a funds transfer or payment prior to the time described above, we may process the transaction.

If you tell us in advance to make a regular transfer at a regular time out of your Account without further action by you (i.e. a preauthorized transfer), you can stop these payments either by calling us at (608) 401-4716, or writing us at 1205 Main St, Cross Plains, WI 53528, or e-mailing us at [generalmail@crossplainsbank.com](mailto:generalmail@crossplainsbank.com) in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call (or e-mail), we may also require you to put your request in writing in a form approved by us and get the form to us within fourteen (14) days after you call (or e-mail). We will require that you tell us, among other things, the exact amount of the debit, the next date the debit is to be made and the exact name of the transferee. If you stop payment of such a preauthorized transfer in accordance with the terms of this Agreement, we will stop the next debit and all subsequent preauthorized payments to that transferee.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

If we fail to cancel or stop any funds transfer, we have all of the rights given to us under our Terms and Conditions of Your Account for failing to comply with a valid stop payment request as though the transfer request is a check.

#### 6. Other Agreements.

You and we may have entered into separate agreements relating to certain commercial banking services to be made available to you by us, including, for example, the Terms and Conditions of Your Account. In the event of a conflict between the terms of other agreements between you and us and this Agreement, the terms of this Agreement shall govern and prevail. For the avoidance of doubt, the provisions of any other account or loan agreement with us requiring two signatures on any check, draw request or other instruction shall not apply to any eCorp transactions. By initiating any eCorp transaction you specifically waive any requirement for signatures or authorization from two or more Authorized Persons and release us from liability for acting in accordance with the eCorp transaction.

#### 7. Systems; No Warranty.

You are responsible for selecting all systems, hardware and your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider and systems and computer services. We have no responsibility or liability for same. You are solely responsible for the performance and protection of any browser used in connection with eCorp including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

You may be required to use a digital security device (e.g. a Token), which will be supplied by us. You must notify us immediately if a security device is damaged, lost or stolen, or if you need replacement or additional security devices.

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." WE DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, WE DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN YOU WITH RESPECT TO THE SERVICES.

#### 8. Security Measures.

You shall comply with the procedures set forth in the Security Schedule. By using the Services offered, you acknowledge that you have received and read the Security Schedule and that the procedures are commercially reasonable. You understand that the procedures are for verification of authenticity of any transaction or access requests and are not intended to detect errors in the transmission or content of any entries. No security procedure for the detection of any such errors has been agreed upon between us and you. To authenticate your identity when accessing any Services, you may be required to implement various authentication processes that may include login IDs, enhanced logins, passwords, security devices or other measures that may be developed as technology continues to evolve and as they become available.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

## 9. Authorized Persons; Access Codes.

You must provide us in our enrollment forms with the identity of all Authorized Persons and any limitations on such persons' access to eCorp and other Services. No Authorized Person will be given authority to add other Authorized Persons or edit any such limitations or access privileges. In accordance with your instructions, we will assign and revoke access privileges for Authorized Persons and provide new and subsequent company IDs, user IDs and passwords, and other security devices to those Authorized Persons. You will identify for us a main contact with respect to the Services who is responsible for managing all other aspects of your use of the Services, including but not limited to managing security, verifying the initial Services set-up, training Authorized Persons, notifying us of changes in contact and other relevant information, and requesting any desired changes to the Services.

We are entitled to presume that all communications using appropriate access codes are authorized by you and to act upon the communications accordingly. We are also entitled to rely on any notice or communication believed by us in good faith to be genuine and to have been provided by an individual designated by you as your Authorized Person and any such communication shall be deemed to have been signed by such person.

Any Authorized Person may, subject to the terms of this Agreement and unless otherwise limited by you:

- a. access each Account through eCorp; and
- b. use any Service in any manner and for any purpose available through eCorp, whether now available or available in the future.

## 10. Service Exhibits.

The terms and conditions appearing in the Exhibits to this Agreement apply to specific Services for which you may enroll, including ACH Origination, ACH filter, wire transfer, positive pay, eCourier, and bill payment; provided, however, that the terms contained in the Exhibits will apply if you use any Service that would be covered by an Exhibit, even if you have not enrolled in the Service using an Enrollment Form specific to that Service. Unless otherwise provided, the terms contained in the Exhibits are in addition to the other terms and conditions contained in this Agreement. We may accept your enrollment for these Services in our sole discretion. In the event any terms contained in the Exhibits conflict with the terms otherwise provided in this Agreement, the terms of the Exhibits shall govern.

## 11. Overdrafts.

You authorize us to follow your instructions regarding the withdrawal of funds from your designated Account with us. We deduct the amount of your withdrawal or transfer from your designated Account on the date we process your instruction. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the Account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your Account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

## 12. Fees.

You agree to pay fees and transaction charges to us in accordance with our fee schedule for Services under this Agreement. We may change our fee schedule from time to time by giving you prior notice, and your continued use of any Services after we provide such notice shall constitute your consent. You will pay any applicable sales, use or similar tax.

## 13. Limitation of Liability.

OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES PAID BY YOU TO US FOR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS PRECEDING THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. Notwithstanding the limitation of liability, in no event shall we be liable for any losses or damages resulting from:

- a. services and/or data provided by you or at your direction
- b. a virus, the prevention of which was beyond our reasonable control
- c. a third party gaining access to your Accounts, including, without limitation, access to your data, through no fault or negligence of us
- d. the loss, destruction or damage of any information furnished by you, due to an act or omission, or while in the possession of any third party
- e. the loss, alteration or unintentional disclosure of information on, or transmitted through our internet banking platform which is the result of a system malfunction
- f. the performance of any of your hardware or software
- g. your actions or failure to act and resulting loss of confidentiality of security codes
- h. any act, error or omission in connection with our acts or omissions hereunder, except for our gross negligence or willful misconduct
- i. insufficient or unavailable funds in any of your Accounts
- j. your failure to follow our procedures or to provide us with sufficient and accurate information in a timely manner to perform a Service
- k. items submitted to us without reasonable time for us to act before a cut-off time
- l. matters for which we are otherwise released of liability in this Agreement and other agreements between you and us.

In addition, we shall not be liable for and shall be excused from failing to provide the Services if such action or omission would result, in our reasonable judgment, in a violation of any rule, law, regulation, executive order or any requirements of any governmental authority, or cause us to engage in an unsafe or unsound practice.

In the performance of the Services, we shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to this Agreement, and shall not be responsible for the accuracy or completeness of such information. In the event any of the Services become unavailable, you are responsible for carrying out your banking business through alternative channels.

[www.sbcpl.bank](http://www.sbcpl.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

WE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCURRED BY YOU INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES, AND YOU HEREBY WAIVE ALL SUCH DAMAGES. YOU HEREBY AGREE THAT THE REMEDIES PROVIDED IN THIS AGREEMENT WILL BE YOUR SOLE AND EXCLUSIVE REMEDIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14. Force Majeure.

We shall be excused from failure to perform hereunder to the extent that such failure is directly or indirectly caused by an occurrence commonly known as force majeure, including, without limitation, acts of God, acts or orders of a government agency or instrumentality thereof, power outages, natural disasters, acts of public enemy, terrorism, riots, embargoes, strikes or other concerted acts of workmen (whether of the providing party or other persons), casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, which are beyond our reasonable control.

15. Indemnification.

In addition to your other agreements to indemnify us, you agree to indemnify and hold harmless us, our affiliates, directors, officers, employees and agents against any and all claims, demands, loss, liability or expense, including attorneys' fees and costs, resulting directly or indirectly from claims or actions by third parties arising out of (i) the breach or alleged breach by you of your obligations, agreements or warranties under this Agreement; (ii) any act or failure to act by any third party; (iii) any of your acts, errors or omissions; and/or (iv) your use of the Services. This indemnification expressly survives termination of this Agreement and is provided without regard to whether our claim for indemnification is due to the use of the Services by an Authorized Person or an unauthorized person purporting to be an Authorized Person.

16. Electronic Mail.

1. Electronic Mail, Transactions, Documents and Notices. You understand and acknowledge that communications transmitted via email may not be secure. Accordingly, you should not provide any confidential information in email communications, including, without limitation, any codes or any initiation of transactions on your Accounts. If you are going to send confidential information via email, please use the secure email service that is available on our website to send us an encrypted email. For immediate communication with us, please call (608) 798-2400.

Your activities and accounts with us, including deposit and loan accounts held now and in the future, involve various periodic statements, notices, disclosures, billing statements, agreements, confirmations, and other information related to your accounts, including but not limited to information that we are required by law to provide to you in writing (“Documents”). Notwithstanding anything to the contrary herein or in any other agreement between you and the Bank, to the extent permitted by law, you agree that (i) all transactions, applications, confirmations and instructions between you and the Bank may be completed electronically, (ii) we may rely on any electronic instruction we reasonably identify as being approved or authorized by you, and (iii) we may deliver all Documents to you in electronic form. To the extent the Bank is unable to provide certain Documents in electronic form, a physical copy will be provided to you free of charge, if required.

#### 17. Termination.

We may terminate this Agreement, including any Service, (a) at any time with or without notice if you breach any of your obligations, (b) at any time with or without notice if we suspect your use of the Services may violate applicable law, or (c) by written notice to you in the event you have not breached your obligations. You may terminate this Agreement at any time by giving written notice to us, and such termination shall be effective immediately upon our receipt. Any termination of the Agreement shall not affect any of our rights or your obligations with respect to any actions initiated by you prior to the effective time of such termination.

#### 18. Third Parties.

You understand that support and services relating to the Services may be provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, acts or omissions of any third party system operator including, but no limited to, unauthorized access to theft or destruction of your information or instructions.

#### 19. Amendments.

We may amend this Agreement at any time by providing you with notice. Amendments will be effective upon the date indicated in the notice. Your continued use of the Services after we have provided notice of any amendments shall constitute your acceptance of the amendments. See Section 20 for additional terms and conditions related to amendments.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

## 20. Notices.

Written notices to you will be deemed given when delivered personally, one (1) Business Day after delivery to an express courier, or three (3) Business Days after the date of deposit with the U.S. Postal Service. Written notices to us will be deemed given upon our actual receipt of such notice. Notices, requests and other communications sent by us to you shall be sent to the address in our records at that time, and notices, requests or other communications sent by you to us shall be sent to:

State Bank of Cross Plains  
1205 Main Street  
Cross Plains, Wisconsin 53528

Any party may from time to time designate in writing any other address to which such notices, requests and other communications shall be sent. We may also provide you with notices of change in the Services through email, facsimile, eCorp or otherwise posting such changes on our website. Once we make you aware that an alert has been provided, you agree to accept responsibility for reviewing the content of any such alert. Your continued use of the affected Service after we have informed you that an alert exists is evidence of your acceptance of and agreement regarding any information or changes contained in the alert. If you choose to ignore any message and/or fail to review any alert, but continue to use the affected Service, you will be deemed to have waived your right to such notice and to have accepted any change of terms or other amendments which may be explained in the alert.

## 21. Limitations on Action; Cooperation.

Unless shorter periods apply, you must submit any claim under this Agreement to us, in writing, within fourteen (14) days after the occurrence of the event giving rise to the claim. All claims not so submitted shall be void. You and we will cooperate with each other in any loss recovery effort related to the performance of a Service and will assist each other in the defense or prosecution of any claim, action or proceeding brought by or against a third party related to a Service. You must notify us immediately of any claim against you or us made by a third party that any act or omission by us with regard to any Service has caused such third party to sustain damage.

## 22. Governing Law; Venue.

This Agreement is subject to applicable federal law and the laws of the State of Wisconsin, and, as applicable, the bylaws and rules of any clearinghouse association of which we are a member, except as modified by this Agreement. You consent to venue in the exclusive jurisdiction of the courts of Dane County, Wisconsin and the Federal District Court for the Western District of Wisconsin. You waive any and all rights you may have to a trial by jury with respect to any litigation based on, arising out of, under or in connection with, this Agreement or any course of conduct, course of dealing or actions by us, regardless of the nature of the claim or form of action, contract or tort, including negligence.

[www.sbcpl.bank](http://www.sbcpl.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

### 23. Assignment.

We may assign our interest under this Agreement with or without notice to you. You may not assign your interest or rights under this Agreement without our prior written consent, and any such purported assignment without our consent shall be void. This Agreement shall be binding upon and effective for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against us or you here under.

### 24. Audits, Investigations, and Due Diligence.

You agree to submit to reasonable background checks and provide any other information to us that is necessary for us to comply with applicable laws and regulations and our internal policies and procedures. We may, in our reasonable discretion, upon providing reasonable advance notice to you, conduct an off-site or on-site review of your operations to ensure compliance with the provisions of this Agreement. Such review may include but is not limited to a review of the physical area in which you conduct activities related to the Services, your security procedures, your storage and destruction of information related to the Services, and your business activities. Without limiting the foregoing, you agree to provide us with all information that we reasonably need to comply with the Bank Secrecy Act and any other applicable law or regulation. You will provide any assistance necessary to us in any reasonable investigation we undertake in connection with unusual transaction items or volume, documentation, or any other matter.

You will supply us with due diligence information when requested. This information may include, but is not limited to, financial data, names and other information concerning your principals, information about the business in which you participate, information regarding your creditworthiness, projected return rates, and payment history. Where we reasonably believe that your financial condition is impaired or deteriorating, we may refuse to process any entries or payment instructions. You also authorize any credit reporting agency to provide information to us that we request.

### 25. Miscellaneous.

If any part of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect. Headings are for convenience purposes only and shall not be considered part of the Agreement. A waiver of any term or provision herein shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Agreement or other related agreements (as applicable) and not to representations made by our employees or agents. This Agreement supersedes all previous agreements and understandings, whether written or oral, among you and us with respect to the Services.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

**EXHIBIT A**  
**ACH Origination**

i. Rules.

Upon our receipt and approval of any application and enrollment forms that we require, you may conduct ACH Origination transfers through Business online. You acknowledge receipt of a copy of the NACHA Operating Rules. You agree to comply with and be bound by the NACHA Operating Rules and acknowledge that entries may not be initiated that violate the laws of the United States. We agree to inform you of revisions to the NACHA Operating Rules of which we have knowledge. Terms not otherwise defined in this Exhibit A shall have the meanings ascribed to them in the NACHA Operating Rules.

ii. **Transmission of Entries.** You are authorized to transmit debit and credit entries to us which may include SEC codes that we specifically communicate to you from time to time. All entries must be in standard NACHA format. You authorize us to transmit all entries received by us from you in accordance with the terms of the Agreement and to credit or debit such entries to the specified Accounts. You will transmit these entries to us through Business online on or before the following processing deadlines:

- a. Standard credit or debit entries – transmission of file by 3 p.m. CT at least two (2) business days prior to Effective Entry Date.
- b. Same Day ACH credit or debit entries – transmission of file by 1:00 PM. CT on or prior to the Effective Entry Date. International ACH transactions (IAT) or transactions exceeding the NACHA same day ACH dollar limits are not eligible for Same Day ACH Processing.

iii. **Our Obligations.** In a timely manner and in accordance with the NACHA Operating Rules, we will process, transmit, and settle for entries received from you which comply with the terms of the Agreement.

iv. **Warranties.** In addition to any additional warranties that you make in the Agreement, you warrant to us all warranties that we are deemed by the NACHA Operating Rules to make with respect to entries originated by you. Without limiting the foregoing, you warrant and agree that:

- a) each entry is accurate, is timely, has been authorized in writing by the party whose account will be credited or debited, the authorization will be maintained by you for two (2) years after revocation of the entry(s), authorization will be provided to us by you upon our request, and the Entry otherwise complies with the NACHA Operating Rules;
- b) each debit entry is for a sum which, on the settlement date with respect to it will be owing to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous credit entry;
- c) you have complied with all prenotification requirements contained in the NACHA Operating Rules, if you choose to use prenotes; and
- d) you will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

v. **Security Framework.** In addition to your obligations set forth in the Security Schedule, you expressly agree to establish, implement and update, as necessary, security policies, procedures, and systems related to the initiation, processing and storage of ACH Origination entries.

vi. **Provisional Credit.** You acknowledge that the NACHA Operating Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

vii. **Settlement.** You will maintain an Account with us at all times while enrolled in ACH Origination Services. We may hold funds in your Account for entries that you schedule to be effective in the future. You will maintain in the Account as of the file receipt date immediately available funds sufficient to cover all credit entries initiated by you. You authorize us to debit your Account on the applicable settlement date in the amount of each entry. The total dollar amount of entries transmitted by you to us on any one day shall not exceed the maximum exposure limit as established by us from time to time. At least annually, we will perform a financial review of you.

viii. **Cancellation or Amendment.** You shall have no right to cancel or amend any entry/file after its receipt by us. However, we will use reasonable efforts to act on a request by you to cancel an entry/file before transmitting it to the Automated Clearing House ("the ACH") or crediting an on-us entry. We shall have no liability if we fail to effect the cancellation.

ix. **Rejection of Entries.** We shall reject any entry, including an on-us entry, which does not comply with the requirements of the Agreement and may reject any entry if you are not otherwise in compliance with the terms of the Agreement. We shall notify you by written correspondence of such rejection no later than the Business Day such entry would otherwise have been transmitted by us to the ACH or, in the case of an on-us entry, its effective entry date.

In the event company requests us to reject a file already transmitted but not yet processed, a letter should be faxed to us at 608-798-3316, signed by an authorized representative of the company to give us authorization to reject/cancel the file. This letter should include effective date, dollar amount of file, and number of items along with a reason for cancelling the file.

x. **Notice of Returned Entries.** We shall notify you by written correspondence of the receipt of a returned entry from the ACH no later than one (1) Business Day after the Business Day of such receipt. We shall have no obligation to re-transmit a returned entry if we complied with the terms of the Agreement with respect to the original entry.

xi. **Reversals.** You may initiate a reversing entry or file of entries for erroneous or duplicate transactions, as permitted by the Rules.

xii. **Inconsistency of Name and Account Number.** You acknowledge that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

xiii. **Action upon Termination.** In the event the ACH Origination Service is terminated, you: (a) must maintain for a period of 180 days in your Account or any reserve account enough funds to cover all items for which provisional credit was given by us, and all fees and other amounts for which you are liable; and

[www.sbcpl.bank](http://www.sbcpl.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

(b) authorize us to charge such accounts, or any other Account for such amounts. All of your obligations regarding items will survive termination, and you will remain liable to us for all liabilities occurring beyond such 180-day period. If the amount in your Account and any reserve account is not adequate, you will pay upon demand any amount owing to us together with all costs and expenses occurred to collect such amount.

## **EXHIBIT B** **Wire Transfer**

### i. Authorizations.

Upon our receipt and approval of any enrollment forms that we require, you are authorized to order transfers of funds by wire or other electronic transmission from any Account for credit or payment to another Account or to other persons designated by you (each a "Payment Order"). We may deduct applicable fees and the amount of the Payment Order from any Account.

### ii. Submission of Payment Orders.

Payment Orders may be transmitted to us by any means that we approve, including oral, written, or electronic communication. We 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. We are authorized to record electronically all oral Payment Orders and confirmations. Payment of a Payment Order may be made to a person or account on the basis of an identifying number provided by you 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 Payment Order is to be issued by an identifying number, we may rely on the number as the proper identification of the other bank even if it identifies a bank different from a bank identified by name in the Payment Order. Payment Orders may be transmitted to us during Business Days when we are open for the receipt, processing and transmittal of Payment Orders and cancellations and amendments of Payment Orders. You agree to not issue a Payment Order that instructs us to execute the Payment Order on a Business Day that is later than the Business Day on which the Payment Order is received by us, and we may execute any Payment Order on the Business Day of its receipt even though it specifies a later execution date, unless we agree to follow such instructions.

### iii. Rejection; Lack of Funds.

We may decline to execute a Payment Order for any reason, including but not limited to our belief that the Payment Order:

- a. was not initiated in accordance with our procedures for such Payment Orders
- b. would result in a charge against funds that are deemed by us 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
- g. cannot be executed because of equipment failure.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

Our 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 us or by any other means that is reasonable under the circumstances. If an overdraft in the Account occurs, you agree to pay us on demand an amount equal to the overdraft together with the our normal charges for overdrafts and costs of collection, including reasonable attorneys' 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, we may, at our option, execute as many Payment Orders as possible within the dollar limits of the available funds in any order determined by us.

iv. Amendment; Cancellation.

You may amend or cancel a Payment Order if the communication cancelling or amending the Payment Order is received by us at a time on a Business Day and in a manner affording us a reasonable opportunity to act on it before execution of the Payment Order. If a security procedure was used with respect to the Payment Order, a communication is not effective to cancel or amend the Payment Order unless the security procedure is also used with respect to the cancellation or amendment, or we agree to the cancellation or amendment. The effect of cancellation of a Payment Order is to treat the Payment Order as never having been issued by you. The effect of an amendment of a Payment Order is to treat the Payment Order as originally having been issued in the amended form. If we accept the cancellation or amendment, you hold us harmless from and indemnify us against any and all losses and expenses, including reasonable attorneys' fees, incurred or suffered by us as a result of the cancellation or amendment or attempted cancellation or amendment.

v. Cut-Offs.

You must transmit Payment Orders, amendments, or cancellations to us on or before 2 p.m. CT; however, we must receive your Payment Order, amendment, or cancellation prior to such cut-off time so that we have a reasonable amount of time to act on such Payment Order. Any Payment Order or communication cancelling or amending a Payment Order received after the cut-off time, may be treated as received at the opening of the next Business Day.

vi. Your Duties.

You agree to notify us of any unauthorized Payment Order or amended Payment Order, any payment to a beneficiary not intended by you, any payment in an amount greater than the amount intended by you and any Payment Order duplicative of a Payment Order previously sent by you, along with the relevant facts relating to the error, within twenty (20) days after you receive notice from us that the Payment Order was accepted by us or that an Account was debited with respect to the Payment Order. You shall be liable to us for any loss we incur as a result of your failure to discover the error and notify us. This duty on your part to discover errors and notify us shall also apply to amendments to Payment Orders.

vii. Additional Governing Law.

In addition to the governing law provision in Section 22 of the Agreement, the Wire Transfer Service shall be governed by Subpart B of Regulation J promulgated by the Federal Reserve Board if all or any part of the funds transfer is made through Fedwire.

[www.sbcpl.bank](http://www.sbcpl.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

**EXHIBIT C**  
**eCourier**

i. Acceptance, Effective Date and Start of Services.

Upon our receipt and approval of any application and enrollment forms that we require, you will be able to utilize the eCourier service to make deposits. You are required to establish a checking Account, hereinafter referred to as a "Settlement Account," with us for settlement of eCourier transactions.

ii. Receipt, Scanning and Transmission of Items.

You shall undertake prudent measures designed to verify the identity of individuals issuing items to you. Such items shall then be scanned and transmitted. Scanning shall capture the image of the front and back of each item ("image"). Files of item images (individually or collectively a "File") that are transmitted to us on any given day shall not exceed the dollar limit established for you by us. Files that are received after our established deadline time may be deemed to have been received on the Business Day following the Business Day on which the Files are actually received by us.

iii. Prohibited Deposits.

You agree not to transmit for deposit any of the following items, any of which can be deposited at any of our physical locations:

- a. checks that are drawn on financial institutions outside of the United States or territories of the United States
- b. checks that are torn or damaged or fail the image quality check in the eCourier program
- c. cash or any non-negotiable instrument. In addition, you will not under any circumstance deposit an item that you suspect or should know to be fraudulent or not authorized by the legal owner of the account on which the check is drawn.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

#### iv. Receipt and Deposit of Files.

Upon receipt of a transmitted File, we may review the File. Images in a File must be of such quality that the information on the item can clearly be read by sight review. If we note an error in a File, we may either reject the entire File or correct the error. Following review, if we determine that a File

- a. is of appropriate Image quality
- b. is balanced and appears to contain no errors
- c. has been created in compliance with our procedures, we shall accept such File ("Accepted File") for deposit to the Settlement Account.

File acceptance shall be indicated by the posting of the File contents to the Settlement Account. You, and not us, shall remain liable for any File or item that:

- a. is not actually received by us
- b. is intercepted or altered by an unauthorized third party.

We shall have no obligation to accept a File and may reject any File without liability to you. We shall solely determine the manner in which items will be presented for payment to the drawee bank and shall solely select the clearing agents used to collect and present the items.

#### v. Returned Items.

If Images of items previously deposited by you are dishonored and returned unpaid by the drawee bank, you understand and agree that the Bank may charge back an Image of the item to the Settlement Account. Dishonored items are your sole responsibility. You may request that we process returned items according to your written instructions ("Special Instructions"). Changes to Special Instructions shall not become effective until acknowledged and accepted by us.

Notwithstanding the foregoing, we have no obligation to re-present any returned item and may choose to disregard the Special Instructions at any time and charge a returned item fee back to the Settlement Account. Following initial presentment or any re-presentment of an item under the Agreement, if such item remains unpaid, you shall be notified and we shall have no further liability to you for such re-presented item.

#### vi. Availability of Funds and Holds.

We shall grant provisional credit to the Settlement Account for the total amount of an Accepted File in accordance with prudent business timeframes. You authorize us to place a hold on funds in the Settlement Account if, after performing risk management activities on items in a File, we have concerns about or doubt the validity or collectability of an item.

#### vii. Retention, Security and Destruction of Original Items.

Appropriate security measures shall be taken by Company to ensure that an original item

- a. can only be accessed by authorized personnel
- b. will not be duplicated
- c. will be scanned only one time
- d. will not be otherwise deposited or negotiated in any form with another bank, credit union or other entity if it has been scanned and accepted for processing
- e. is secured so that the information contained on the original Item is not improperly disclosed.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

Original items must be securely stored for a period of at least sixty (60) days after posting to the Settlement Account. Thereafter, retention and destruction of original items and copies shall be determined by you in compliance with applicable laws, but under no circumstances shall destruction of the items occur prior to our verification and acceptance of the File.

viii. Truncation, Substitute Checks, and Other Check Images.

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms with applicable legal requirements and generally accepted specifications for substitute checks. You agree to retain the original checks as stated in Section vii. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

ix. Cut-Off.

The deposit deadline will be 6:00pm CT each Business Day. Deposits received after this deadline or on a day that is not a Business Day will be deemed deposited on the following Business Day.

x. Confirmation and Transaction Verification.

Every deposit submitted will display a screen showing a reference number. It will be your responsibility to print this screen as a record. The confirmation is stored online for forty-five (45) days. It is your responsibility to reconcile your Account monthly to ensure proper posting of transactions.

xi. Warranties.

You represent and warrant the following to us:

- a. you shall only deposit items that are properly authorized
- b. you will not create duplicate Images of items, transmit a duplicate Image or File, or deposit or otherwise negotiate the original item from which an Image was created
- c. no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original item from which an Image was created or duplication made (whether paper or electronic)
- d. no subsequent transferees of an item, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that an image of an item was presented for payment or returned instead of the original item
- e. you are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the enrollment forms, except as any such change has been noticed to us
- f. there is no action, suit or proceeding pending or to your knowledge threatened which if decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations
- g. Files and items submitted to us do not contain computer viruses or other harmful, intrusive, or invasive codes and
- h. you will only deposit checks into the Settlement Account when checks are properly payable to the Settlement Account.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

xii. Action upon Termination.

In the event the eCourier Service is terminated, you:

- a. must maintain for a period of 180 days in the Settlement Account or any reserve account enough funds to cover all items for which provisional credit was given by us, and all fees and other amounts for which you are liable; and
- b. authorize us to charge such accounts, or any other Account for such amounts. All of your obligations regarding items and Files will survive termination, and you will remain liable to us for all liabilities occurring beyond such 180 day period. If the amount in the Settlement Account and any reserve account is not adequate, you will pay upon demand any amount owing to us together with all costs and expenses occurred to collect such amount.

xiii. Miscellaneous.

- a. We will store and retain imaged documents accepted from you according to our established methods and pursuant to the available storage options.
- b. Any item or File activity that falls beyond any risk parameters established by us will constitute a breach. In such event, you authorize additional actions as we deem necessary including, but not limited to, suspension of any eCourier Services provided under the Agreement or creation or maintenance of a reserve account.
- c. You understand that if your computer system and internet connectivity does not comply with our minimum recommendations, eCourier Services might not perform in an optimal manner.
- d. We will make one or more scanners available to you, and may charge a fee for their purchase and/or use. You may use a scanner not provided by us with our prior approval.
- e. Within sixty (60) days after the end of each fiscal year, you may be required to furnish to us a financial statement of profit and loss and a balance sheet as of the end of the fiscal year.
- f. If a third party provides services, special equipment or software to assist you in processing items, Files and other business transactions, including authorizations and settlements, or accounting functions hereunder, you agree

1. that the third party is acting as your agent in the delivery of items and Files to us and

that you assume full responsibility and liability for any failure of the third party to comply with the Agreement.

**EXHIBIT D**  
**Positive Pay**

i. Acceptance, Effective Date and Start of Services.

Upon our receipt and approval of any application and enrollment forms that we require, you will be able to utilize the Positive Pay service to monitor account activities.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

ii. Service.

We will provide Positive Pay service to you. Positive Pay will compare your check issued information to paid checks posting to your account and alert you via email when exceptions are ready for review. You can make positive pay exception decisions online through eCorp. You are able to maintain complete control over each exception and can view exception images to verify data. In order to participate in Positive Pay, you must use eCorp and have at least one Account.

iii. Issued Check Files.

You can either upload or manually input issued check information using ECorp's Positive Pay system. If your software can create a file of checks issues, we can customize our software to read the file to identify the following information from your file: check number, date issued, dollar amount and "Payable to" payee name information. You are not required to have any specific type of accounting software to utilize this service as you can also manually input check issued information if needed. The Positive Pay file should be uploaded or manually input to our system before disbursing checks to ensure checks will be accepted and paid by the bank. Positive Pay files can be uploaded or manually input into our system on a monthly, weekly, daily, and/or hourly basis.

iv. Exceptions.

Positive Pay verifies your Positive Pay Issued file against checks being presented to us for payment. Any item presented to us for payment where the check number and/or payable to does not match the Positive Pay Issued file will be an exception. The following sets forth the description of an exception:

- a. Items presented to us for payment not matching your issue file will be exceptions. You will have an automated option within eCorp to either pay or not pay your exceptions as they arise. It is your responsibility to review and act upon Positive Pay exceptions daily between the hours of 9 :00 a.m. CT and 1:00 p.m. CT. Item exceptions not acted upon by you prior to the 1:00 p.m. CT cut-off time will be automatically processed in accordance with the default option of "return all". You may change to the default option of "pay all" by notifying us of this choice in writing.
- b. Items presented to us for immediate payment (e.g. cashing a check at the bank) not matching your issue file will a l s o be an exception. From time to time a Bank representative may contact you by phone for instruction on a Positive Pay exception. In the event that we cannot get a hold of an Authorized Person for instruction on a Positive Pay exception, we will return or refuse to pay the item.

**EXHIBIT E**  
**ACH Filter**

i. Effective Date.

We will begin performing the ACH Filter Service with regard to ACH transactions beginning with your first statement cycle following our acceptance of your enrollment in the ACH Filter Service. We will continue providing you with the ACH Filter Service until this Exhibit is terminated in accordance with the terms of the Agreement.

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee

ii. Description of Services.

In order to participate in ACH Filter, you must use eCorp and have at least one Account. You shall establish and maintain a list of Company(s) that are allowed to perform ACH debit transactions ("Debits") from your Account(s). You will access and update this list of authorized companies online through the ACH Filter service within eCorp. If a Debit is presented to us for payment against your designated Account which does not for any reason meet the established criteria, such Debit shall be deemed an exception.

iii. Exceptions.

ACH Filter verifies your Company list against ACH debit transactions being presented to us for payment. Any item presented to us for payment that does not match the ACH Filter list will be an exception. We shall provide notification to you of any exception items by approximately 9:00 a.m. CT each Business Day. You will have an option within eCorp ACH Filter Service Pay to either pay or not pay your exceptions as they arise. It is your responsibility to review and act upon ACH Filter exceptions between the hours of 9:00 a.m. CT and 1:00p.m. CT. Exception items not acted upon by you prior to the 1:00p.m. CT will automatically process in accordance with the default option of "return all". Notwithstanding any other provision in this Exhibit, we retain the right to reject any Debit for any valid reason such as, but not limited to, insufficient funds or revoked authorization.

iv. Representations and Warranties.

You represent and warrant that all information you provide to us, including, without limitation, your descriptions of Debits authorized to be paid, is accurate. Any inaccurate information may lead to a failure by us to identify exception Debits or the identification of authorized Debits as exceptions. We shall have no liability in such instances.

**EXHIBIT F**  
**Bill Pay**

The terms and conditions related to the Bill Pay Service can be found in the Bill Pay Service portal, which is accessible through eCorp. By using the Bill Pay Service, you agree to those terms and conditions as well as any changes that we make to the terms and conditions.

*Effective: 3/28/2022*

[www.sbcp.bank](http://www.sbcp.bank)



Black Earth ■ Cross Plains ■ Madison ■ Middleton ■ Mount Horeb ■ Oregon ■ Verona ■ Waunakee