



## Online Banking for Business and Cash Management Services Agreement

The following information represents the Online Banking for Business and Cash Management Services Agreement (the "Agreement") between you and Marquette Bank ("Bank," "we," "our," "ours," "us"). This Agreement, including any applicable Service Agreement and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith, sets forth the terms and conditions governing the provision of Online Banking for Business and cash management services to you or anyone authorized by you (collectively, "Company," "you," "your," "yours") and describes your and our rights, responsibilities and obligations.

### 1. General Agreement and Authorization

By signing this Agreement, and/or using one or more of the Services, Company agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Company has selected. Bank, in its sole discretion, may not permit Company to use the Service until Bank has determined that Company has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to review the Agreement and activate the Service. In any event, Company agrees that the use by Company of any Service shall, without any further action or execution or acceptance of any documentation on the part of Company, constitute Company's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement, any applicable Service Agreement or otherwise prescribed by Bank

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

### 2. Eligibility and Use of Online Access Services

To have access to the Services you must have at least one eligible deposit or loan account with us. If you have more than one account or other relationship with us, we will "link" the relationships together unless you request certain accounts not be linked. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. Prior to your first use of Online Banking for Business, the Bank will assign you a User ID and Password, required to gain access to Online Banking for Business. The Online Banking for Business system will ask you to change your Password the first time that you use the system.

"Eligible Accounts" include the following:

- Checking (Demand Deposit) Accounts
- Savings Accounts
- Money Market Accounts
- Loans
- Certificates of Deposit

Your Online Banking for Business Service and each of your accounts are also governed by the applicable Disclosures, Rates, and Fee Schedules provided by Marquette Bank in your new account packet as each may be modified from time to time (collectively, the "Marquette Bank Documents"). Each of your accounts at the Bank will continue to be subject to all other agreements otherwise governing them.

You are responsible for paying any fees associated with Online Banking for Business as outlined in the Marquette Bank Documents. Fees charged for Online Banking for Business are in addition to any service charges or fees that apply to your accounts with us. You authorize the Bank to deduct all applicable monthly fees from the primary account you have specified. If you close the primary account, you must notify us and identify a new primary account for the selected services. In addition to the service fees, you are responsible for any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Online Banking for Business.

For savings and money market accounts, federal regulations limit third-party or pre-authorized transfers and withdrawals to six per statement cycle. Transfers and payments through online banking and bill pay count against these limits. We may also

impose our own limits on the frequency, number and dollar amounts of the transactions you can perform using Online Banking for Business. You agree not to exceed the federal transaction limit or limits we establish for your account(s). Further, we reserve the right to refuse any transfer or payment instruction without cause or prior notice.

### 3. Products and Services Offered

Business customers may use the Services to:

- Make transfers between Accounts you may have with us.
- Obtain Account balances.
- Review recent transactions on your Accounts over the previous ninety (90) days.
- View or download Account statements.
- Request copies of Checks drawn on your Account.
- Issue Stop Payment Orders on checks drawn on Bank
- Originate ACH entries\*
- Submit Wire Transfers\*
- Issue/Approve Positive Pay items/exceptions\*
- Make Payments to a Payee from your Account(s) (Bill Payment Service)\*

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

\*You must execute the applicable Service Agreements to use these services.

### 4. Additional Services

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking for Business. Information about new services may be obtained from our website at [www.emarquettebank.com](http://www.emarquettebank.com). You may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

### 5. Additional Information about the Services

Instructions requesting cancellation or amendment of an already-transmitted instruction must be transmitted to us using the same level of Security Procedure as used for the original instruction. If you ask us to cancel or modify any already-transmitted instruction, we will make all reasonable efforts to comply with your request. However, except to the extent specifically provided in this Agreement, we have no obligation to cancel or amend a requested funds transfer after instructions for such transfer have been transmitted to us for processing. In no event will we be liable for any failure to cancel or modify an instruction if such a request is not received at a time or under circumstances that give us a reasonable opportunity to act on your request (including, for example, any request received after we have already started processing the instruction).

We may refuse to execute any instruction without cause or prior notice and we shall have no liability to you for the rejection of any instruction requested.

The following are some of the reasons why we may choose not to execute any instruction:

- It is not in accordance with any term or condition applicable to the Account or the Service;
- We believe it may not be authorized by you;
- It involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- It would exceed your collected and available balance in the Account on the day the transfer is scheduled to be made or on the day we begin processing the requested transfer or instruction;
- It would result in exceeding any limit established by us or by you;
- It would violate any applicable provision of any risk control program of any federal or state law or regulatory authority;
- It is not in accordance with our applicable policies, procedures or practices;
- We have reasonable cause not to honor for our or your protection; or
- This Agreement or the applicable Service for the applicable Account has been terminated by you or by us.

Transactions may not be executed by us immediately when an instruction is received. Certain instructions may only be processed during normal banking hours on Business Days even though Online Banking for Business is on-line and may be accessible outside such hours. We are not responsible for delays in processing caused by circumstances beyond our control, including but not limited to errors you cause through your inputting and/or releasing of funds transfers requested using Online Banking for Business, or errors caused by machine or transmission facility malfunctions, or the action or inaction of any network, financial institution, or other third party (including without limitation any Funds Transfer Agents). To the fullest extent permitted by law, our Funds Transfer Agents shall be deemed to be your agents and we shall not be under any liability for any errors, negligence, suspension or default of any of them, all such risks being borne by you.

If we do not act on (reject) or delay acting on an instruction, we shall attempt to notify you of this as soon as is reasonably possible after we have received the instruction for processing, to the extent permitted by law. Unless otherwise provided in this Agreement, we may in our sole discretion choose to notify you by telephone, first class mail, or electronic message (directed to any e-mail address we have on file for your participation in Online Banking for Business or other secured electronic message system through Online Banking for Business, if applicable). We may direct such notices to any of your Administrators, in our sole discretion. We shall have no liability to you for the fact that a notice is not given to you by us, or is given by us at a later or earlier time than that provided for herein. If we reject an instruction because of insufficient available funds in your Account, we will generally notify you no later than the requested date for such requested funds transfer (as applicable). We will credit the applicable Account for any funds transfer instruction that is rejected or returned.

#### 6. Prohibited Transactions

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

#### 7. Compliance with Laws, Rules, and Regulations

You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound.

#### 8. Your Responsibilities Related to Security

The Bank will send you a written notice (in either hard copy or electronic form, at the Bank's discretion) with log in credentials and further instructions. You must ensure that you keep your Username and Password secure and confidential at all times and take steps to prevent unauthorized use of your Username, Password, and any other security device provided. Your Username and Password act as your signature. You may change your Password at any time by following instructions in the Guide. You must notify us immediately in you know of or suspect any loss or theft of a username and/or password, or any use or attempted use of a username or password by an unauthorized person.

You agree to comply with the terms of this Agreement, the Guides, and any other instructions or recommendations we may issue to you regarding Online Banking for Business security including, without limitation, the security recommendations contained in the Guides. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Services, and information stored on your computing and communications systems, and your control of Usernames, Passwords, and other security devices and access to Online Banking for Business.

You authorize Marquette Bank to act on instructions received through Online Banking for Business under your password and without inquiring into the identity of the person using that password. However, do not, under any circumstances, disclose your password by telephone or to anyone claiming to represent Marquette Bank; Marquette Bank's employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. Marquette Bank has no responsibility for establishing the identity of any person using your password. If, despite Marquette Bank's advice, you give your password to anyone, you do so at your own risk since anyone, whom you give your Online Banking for

Business password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You must notify Marquette Bank that your password has been lost, stolen, or otherwise compromised and should not be honored and must be disabled. Marquette Bank cannot be responsible for customer errors or negligent use of the Online Banking for Business and will not cover losses due to:

- Input error or misuse of the Online Banking for Business system
- Leaving a computer unattended during an Online Banking for Business session
- Failure to report known incidents of unauthorized account access

You are liable for all transactions that you, or if you are using a joint Account, any of you, make or authorize, even if the person you authorize exceeds your authority. Notwithstanding the above, we may elect to verify the authenticity or content of any instruction, by contacting any authorized signer on the applicable Account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction without prior notice.

You confirm that you have assessed the Security Procedures for Online Banking for Business and have determined that these features are adequate for your Account(s). You acknowledge that a primary purpose of the Security Procedures for Online Banking for Business is to verify the authenticity of instructions we receive through or in connection with the Services and whether such instructions are submitted by you or an authorized party on your behalf. The Security Procedures do not detect errors in the content of any instructions, and you acknowledge no procedure for the detection of errors has been agreed upon by you or us. You acknowledge you are solely responsible for the content, accuracy and completeness of all instructions.

You agree to regularly and often review all Account transactions that have been requested using the Services. You must notify us immediately if you know of or suspect any unauthorized access to, or contact with, Online Banking for Business, the website or the Banking Service Center, or any unauthorized transaction or instruction. You also agree to cooperate with us in connection with our review or investigation of any claim of an unauthorized or erroneous transaction using Online Banking for Business, and you agree that we may review your records in connection with such review or investigation, and in connection with any security-related audit or review of your compliance with the requirements of this Agreement. You understand and acknowledge that your failure in any way to comply with this will materially prevent our ability to resolve your claim. Your obligations under this section shall survive termination of this Agreement and termination of your participation in Online Banking for Business (or any applicable service).

The Services are accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device, which you use to access the Services, is free from and adequately protected against viruses and other destructive or disruptive components. You understand and acknowledge that there are applications that can be placed on your computer, whether voluntarily or not, which can undermine the protections created by the Security Procedures, including unauthorized access by third parties. You agree that in the event an unauthorized transaction or transfer occurs due to such application, such transaction will be covered under this Section.

You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, login credentials, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

9. Limitation of Liability & Indemnity

You hereby release Marquette Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or in the case of a jointly held account, such person is one of the owners of the account. You agree to indemnify Marquette Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

Our liability to you is explained in any Agreements, Notices, or Disclosures that we separately provide to you from time to time regarding your accounts and Online Banking for Business. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these Agreements, Notices, or Disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts or Online banking for Business. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Banking for Business service as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing Online Banking for Business Services.

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

TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT OR ANY APPLICABLE SERVICE AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

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

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

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

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your accounts, you agree to indemnify and hold us, our directors, officers, shareholders, employees, agents harmless from all loss, liability, claims, demands, judgements and expenses arising out of or in any way connected with an account for the performance of Online Banking for Business Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Banking for Business services by you or your authorized representative.

Marquette Bank reserves the right to modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Internet Banking transfers or bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Banking for Business will constitute your acceptance of such changes in each instance.

You hereby authorize Marquette Bank to conduct any investigation deemed necessary to establishing this account.

In case of questions regarding Online Banking for Business, Call Marquette Bank at 1-888-254-9500 or write to:

Marquette Bank  
% Treasury Solutions  
5700 West 159<sup>th</sup> Street  
Oak Forest, Illinois 60452

Business Days: Monday through Friday  
Saturday, Sunday, and Marquette Bank Holidays Excluded

Fax completed document to 708-535-8169 or scan/email to [cm@marquettebank.com](mailto:cm@marquettebank.com)

Company Name: \_\_\_\_\_ Taxpayer ID #: \_\_\_\_\_

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be authorized signer on account)

Printed signer's Name: \_\_\_\_\_ Signer's phone # \_\_\_\_\_

Signer's Email: \_\_\_\_\_

I authorize (print name of authorized user) \_\_\_\_\_ to act as the company's  
Online Banking for Business Account Administrator.

Authorized User's phone # \_\_\_\_\_

Authorized User's Email: \_\_\_\_\_

Customer requests Mobile Banking/Mobile Deposit Service (\$1.00 per deposit)  Yes  No

<b>Bank Use Only</b>
Officer Name: _____
Officer #: _____
Branch #: _____