

**FIRST NATIONAL BANK AND TRUST COMPANY  
MASTER CASH MANAGEMENT SERVICES AGREEMENT**

This Master Cash Management services Agreement (“Master Agreement”) covers the terms and conditions of the cash management services (“the services”) that First National Bank and Trust Company will provide to you. Some of the capitalized terms used in this Master Agreement are defined in the Glossary that is found on Exhibit A attached to this Master Agreement. The words “Bank”, “we”, “our” and “us” refer to First National Bank and Trust Company. When we use the term “you”, “your” or “yours” we are referring to the entity identified on the signature page hereof.

This Master Agreement supplements and does not replace other agreements between you and us relating to your Accounts, including, without limitation, our Bank Terms and Conditions of Your Account. In the event of a conflict or inconsistency between this Master Agreement and our Bank Terms and Conditions of Your Account, this Master Agreement will govern with respect to the services. You hereby agree to the terms and conditions set forth herein and in each Addendum hereto, and you also agree to comply with all set-up forms and related documents and all Disclosures provided by us regarding the use of the services described in this Master Agreement.

Introduction

The services we offer are described in product descriptions we provide to you and in Addenda which you must sign to subscribe to the services. After signing this Master Agreement, you may from time to time subscribe to one or more of the services we offer, subject to our approval. When you add a service, you must sign an Addendum for that service which will be added to and considered a part of this Master Agreement. You may begin using the service once we have received the signed Addendum and any other necessary forms, properly signed (where applicable), and any needed testing or training is successfully completed.

We may change the terms, conditions and/or procedures that govern the services or add new terms, conditions and/or procedures by giving you written notice thereof. Your use of the services after you receive the change notice will constitute your acceptance of an agreement to the changes.

We may discontinue providing you with any or all of the services at any time and for any reason. We will notify you if we elect to discontinue your access to a service. Similarly, you are not obligated to use the services, and may cancel any or all of the services at any time and for any reason by notifying us in writing of your decision.

We will charge such monthly, transaction and other fees for the right to use the various services as may apply from time to time. Our fees and charges may be changed by us at any time and from time to time. We will inform you of the fees and charges that apply to the services you use at the time you enroll, and thereafter as and when we change them.

Cash Management Services Generally

The services we offer generally involve either the transfer or disbursement of funds from your Account(s) or reporting of activity in your Account(s). Disbursement services would include such things as automated clearinghouse (“ACH”) services and wire transfer services. Reporting services would include such things as account reconciliation and positive pay.

We may provide you with access to the services in a variety of ways, including over the internet, by telephone or fax or through the mail. Generally, access will only be available through the use of Codes. In those cases, you will be responsible for managing access to the Codes and their use.

Your subscription to one or more services is only for your use in your business. You may not use the services for personal, family or household purposes. You may not give anyone else outside of your business (other than your accountant or tax professional) access to the services or resell the services.

You are responsible for selecting the method by which you access the services. We do not provide internet access services, or any recommendation for internet access or related services (other than minimum hardware and software requirements). You are responsible for any defect, malfunction or interruption of a service or security due to your internet communications software or any service provider you choose to use.

#### Appointment as Agents

By subscribing to the services, you authorize us to take any and all actions necessary to provide the services, including making transfers to and from Accounts. You further authorize us, and appoint us and our officers and employees as your agents, to give such instructions to others, accept instructions from others, and to effect all transactions as necessary to provide the services.

#### Balancing and Controls

On a daily basis, you must review all input and output, controls, reports, and documentation, to ensure the accuracy of data we process. On a daily basis you must also check exception reports to verify that all file maintenance entries and all transactions were correctly entered. You are responsible for initiating timely remedial action to correct any improperly processed data which these reviews would disclose.

#### Notification

Once your funds have been transferred, time is of the essence if they must be recovered. Therefore, you agree to review all notices and statements received from us regarding transaction activity as quickly as possible and as an activity having an urgent priority, to determine if any payment order or transfer of funds was unauthorized or executed erroneously, such as (by way of example and not limitation) an unauthorized payment order, a payment to a beneficiary not intended by you, a payment in an amount greater than the amount intended by you, or a payment order duplicative of a payment order previously sent by you. You agree to notify us of any such occurrence, along with all relevant facts, immediately when you discover that the payment order was accepted by us or that an Account was debited with respect thereto, or if you believe or suspect that any of your security codes, information or instructions has been accessed by an unauthorized person(s). You must call us immediately at Bank Customer Support 1-608-363-8000. We are not responsible for any loss resulting from an error or unauthorized transfer of funds that would otherwise be our responsibility if you do not promptly review the notice or statement advising you of the transaction or do not immediately notify us upon discovery that an error or unauthorized transfer of funds occurred, and you will be liable to us for any loss we incur as a result thereof, except and only to the extent otherwise mandated by law in a particular case. The provisions hereof apply equally to amendments to payment orders. You agree that, to the extent applicable law expressly affords you a "reasonable time" to notify us of an unauthorized payment order notwithstanding the provisions hereof, seven (7) days is a reasonable time, and in such a case you must notify us of the unauthorized payment order no later than seven (7) days after notice of the transaction was provided to you.

#### Financial Information

You are required to provide us with such financial and other information as we may request from time to time.

#### Force Majeure

We are not responsible if our performance of the services are delayed or prevented by causes not within our reasonable control, such as, for example, equipment failure; interruptions in or unavailability of communications resources; acts or omissions of third parties; labor disputes; fires; floods; acts of government authorities; or, without limiting the foregoing, any other cause we are unable to prevent through

the use of reasonable means, whether of the class of causes listed here or not.

### Governing Law and Rules

The laws of the State of Wisconsin govern our agreements and the services. The services are also subject to applicable rules established by Federal Agencies. ACH services are also subject to the ACH Rules. If you subscribe for wire transfer service, it is also subject to Regulation J if all or any part of the funds transfer is made through Fed Wire. We will make the ACH Rules book available for your review within five (5) business days of your written request. If you desire to review Regulation J, it can be found in the Code of Federal Regulations at 12 CFR 210 which is available online at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

### No Commitment to Lend

You understand and agree that we are under no obligation to extend credit, provisional or otherwise, to you as a result of your subscribing for any of the services. Any past extension of credit to you, or any series or pattern of such extensions, does not obligate us to make additional credit available to you on any particular occasion.

### Ownership of Data

You are the owner of your data that is supplied to us for processing in connection with the services. You have no rights in any of the systems we use to deliver the services to you. Upon termination of this Master Agreement, you shall be solely responsible for archiving any and all data that may be stored in our databases that you wish to retain for your records. Upon written request, we will provide you with all copies of your data in the format that is being used by us at that time for processing your data. Prior to the release of your data, all amounts you owe us must be current and paid in full, and you must also pay us the amount we estimate we will charge for transferring your data to you or another service provider. Our charges will be based on our rates and policies then in effect. After we complete the data transfer, we will calculate the actual charge and reconcile it with the estimated charge you paid. You must pay any balance due promptly upon receipt of our invoice, or at our election, we reserve the right to debit an Account to effect payment.

### Passwords and Access ID; Unauthorized Access

For some of the services you will be required to use the Access ID and Password. You have sole responsibility for establishing and maintaining procedures to adequately safeguard against the unauthorized initiation of transfers using the Access ID and Password. Additional information regarding passwords and codes is found on Exhibit B to this Master Agreement.

You must appoint a Senior Administrator. The Senior Administrator is our main contact with respect to the services and is responsible for managing all aspects of your use of the services, including but not limited to managing security, verifying the initial services set-up, setting up users and assigning user accounts and access privileges, training users, updating us with changes in contact and other relevant information, and requesting any desired changes to the services. You understand that the Senior Administrator has the

capability of providing administrative privileges identical to that of the Senior Administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. If the Senior Administrator grants these privileges to a user, that user will also be considered a Senior Administrator.

You are required to use the Access ID and Password every time you access the services. We may require you to change the password periodically.

It is your responsibility to maintain the confidentiality of the Access ID and Password and to maintain and delete the Access ID for each individual user. You agree to accept full responsibility over the control of the Access ID.

### Performance

We will perform the services in a commercially reasonable manner, which is similar to the services provided to our other customers, and no other or higher degree of care. Except as otherwise described in this Master Agreement, we are not assuming any other obligation as to performance or quality of the services provided.

We will process items, transactions and data and perform services on the basis of the information furnished by you. We are entitled to rely upon any information or instructions provided by you. If any error occurs, you are responsible for discovering and reporting the error and supplying the data necessary to correct the error to us for processing at the earliest possible time. You will indemnify and hold us harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the data, information or instructions provided by you or any inaccuracy or inadequacy therein, (ii) any breach or failure to comply with these terms and conditions or the ACH Rules by you, and (iii) any act or omission by you or any of your employees or agents that results, directly or indirectly, in the transfer of funds to any person, real or fictitious, not entitled to such funds or that result in an inaccurate, incorrect, untimely, improper or failed ACH fund transfer. You assume all risk of loss, delay and miscommunication in the transmission of data unless the same is caused by the gross negligence or willful failure on our part to comply with our obligations in providing the services.

If you breach this Agreement, including any breach of the ACH Rules, we may terminate or suspend this Agreement, or take any other action necessary for us to remain in compliance with the ACH Rules and applicable laws. In addition to our other remedies, you shall indemnify and hold us harmless with respect to any fines or liabilities that we may incur as a result of your breach or noncompliance.

If you are aware of a defect in the services, you are responsible for making appropriate internal or procedural adjustments until we correct the defect. We will provide reasonable assistance to accomplish such appropriate adjustment at no charge. We will also make every commercially reasonable effort to correct any known material defect.

### Legal Compliance

You are responsible for meeting all regulatory requirements applicable to your business. You specifically acknowledge that you will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the OFAC laws and regulations.

You are responsible for determining that any forms which are used with your customers, and all records you retain, comply with all applicable laws. If you need information from us in order to comply, we will use reasonable efforts to provide the information promptly upon your request.

The records maintained and produced in connection with the services will be available for examination and audit by government agencies having jurisdiction over your business, which will have the right to ask for and to receive directly from us any reports, summaries, or information contained in or derived from data in our possession related to you. We will notify you as soon as possible of any request by a government

agency to examine your records, if we are permitted to make such a disclosure to you. You agree that we are authorized to provide all information when requested by a government agency.

#### Remedies upon Default; Limitation of Liabilities

If you default, we may declare all amounts you owe us to be immediately due and payable. We may bring a Claim for or otherwise obtain payment from you of any fees or other sums due us, and may debit an Account in order to do so. We may also recover any damages to our equipment or systems caused by your actions or failures to act.

If we are in default and we do not cure the default within ten days following written notice from you, you may bring a Claim for damages directly and solely caused by our default. Our liability shall in no event exceed an amount equal to the fees paid by you for the services during the three months immediately preceding the default, except to the extent such limitation is expressly unenforceable by law in a particular case. In addition, except to the extent otherwise mandated by law, our sole responsibility for an error by us or our third party provider in transferring funds in connection with First B2B Online Business Banking and Bill Payment will be to correct the error and pay any penalties and associated late charges to the payee (up to a maximum of \$50.00 per payment).

Either party may also seek equitable remedies, including, without limitation, specific performance and injunctive relief.

The parties agree that these damage provisions are reasonable in light of all present predictable circumstances (including anticipated damages), in that the fees to be charged by us for the services are not sufficient for us to assume greater liability.

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 for reimbursement of third party claims, regardless of whether we were advised of the possible occurrence of such damages. You hereby waive all such damages and agree that the remedies provided in this Master Agreement will be your sole and exclusive remedies to the fullest extent permitted by applicable law.

No action may be brought by you after one (1) year from the date of the occurrence giving rise to the claim.

#### Security

You understand that, while we and our service providers have established security procedures designed to prevent unauthorized access to our data and system, and we have advised you to initiate, install, and maintain both system and login security to prevent access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You acknowledge that access to the services will not be free from delays, malfunctions or other inconveniences, and we are not responsible for the consequences thereof. You assume full responsibility for all transfers of funds made by us in accordance with this Master Agreement and at the request of an Authorized Representative or anyone who purports to be an Authorized Representative, as well as all transfers of funds that benefit you whether or not authorized. Except and only to the extent required by law in a particular case, we will have no responsibility for, and you assume full responsibility for, any Unauthorized Transfer regardless of the source or cause thereof.

You hereby agree to the security procedure found on Exhibit B to this Master Agreement and acknowledge that the security procedure is a commercially reasonable method of providing security against unauthorized payment instructions. You acknowledge the security procedure is not for the detection of errors. You will be bound by any instruction for the transfer of funds 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 procedure 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 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 a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means, such as (by way of example and not limitation) phishing, pharming, key logging or other fraudulent activity enabled by malware. 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 paragraph above captioned "Remedies Upon Default; Limitation of Liabilities."

#### Transportation and/or Transmission of Data

The responsibility and expense for transportation and/or transmission of and risk of loss of data and media to and from our office shall be borne by you. We will notify you of the time by which your data and/or media must be delivered to us for processing.

#### Use of the Services

You must use the services in accordance with such policies as we may establish from time to time and communicate to you. You agree and represent that the individual signing this Master Agreement is specifically authorized to execute agreements of this nature. If you are a financial institution, you represent that your performance in connection with the services will not affect your safety or soundness or that of any of your affiliates. You also represent that the obligations evidenced by this Master Agreement will be properly reflected on your books and records and you will provide us with evidence of that fact upon our request.

#### Warranties

We represent and warrant that:

- Our computer systems (hardware and software) are capable of performing the services. The software we use to provide the services will operate substantially in accordance with its specifications and documentation.
- The services we provide to you will substantially conform to the descriptions of the services we provide to you, as we may modify the same from time to time.
- We have the legal right to provide the services.

We disclaim all other warranties, whether written, oral, express or implied including, without limiting the generality of the foregoing, any warranty of merchantability or fitness for a particular purpose.

#### Telephone Requests

You authorize us to record all telephone service requests and other communications.

#### Miscellaneous

USA Patriot Act Section 326 Notification - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity who opens an account. In order to comply with this law, Bank will ask the Customer for the legal name, address, date of birth (if an individual), and other identifying documents or information that will allow us to identify the Customer.

Bank sometimes uses e-mail to advise customers about new products and services. We will include you in these mailings unless you choose not to receive information from us in this way. If you would like to receive new product and service information via e-mail, please provide your e-mail address:

If you do not wish to receive promotional e-mail messages from us, please check here

Note: We will give you the opportunity to remove your name from our e-mail list each time you receive a promotional e-mail message.

**Effective Date of this Master Agreement**

**CUSTOMER:**

**By:**

\_\_\_\_\_

**Authorized Signer Name**

**Title**

**Customer Street Address**

**City, State Zip Code**

**Customer Tax Identification Number**

**BANK:**

**FIRST NATIONAL BANK AND TRUST COMPANY**

**By:**

\_\_\_\_\_

**Name**

**Title**

## **EXHIBIT A**

### **Glossary**

Account means one or more deposit accounts maintained by you with us, identified on the applicable set-up form and used in connection with one or more services.

ACH Rules means the operating rules of the National Automated Clearing House Association and our operating rules and procedures for automated clearinghouse entries, as the same now exist and as they may be amended, modified or supplemented from time to time.

Addendum means an addendum to this Master Agreement signed by you to subscribe for a particular service you wish to utilize.

Senior Administrator means the person you appoint who will be responsible for creating and maintaining user accounts for you, including assigning and revoking access privileges for users and providing new and subsequent Codes to users.

Authorized Representative means your employees or agents who are authorized to provide instructions, requests and other communications to us, and to initiate transactions, that are binding on you, as identified in the applicable set-up form.

Claim means any claim, dispute or controversy arising from or relating to your use of the services or the terms and conditions set out in this Master Agreement.

Codes means password, user ID, personal identification numbers and other security devices or means used by you to access certain of the services.

Disclosure means any account statement, authorization, agreement, disclosure, notice, or other information related to your Account(s) including, but not limited to, information that we are required by law to provide in writing.

Federal Agency means the Office of the Comptroller of the Currency, the Office of Thrift Supervision, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or their successors, as applicable.

OFAC means the U.S. Treasury Department's Office of Foreign Asset Control and its regulations relating to economic sanctions or embargo programs or other similar restrictions.

Regulation J means Subpart B of Regulation J promulgated by the Federal Reserve Board.

Unauthorized Transfer means a transfer that does not benefit you and that is made or initiated by a person who does not have your actual, implied, or apparent permission.



## EXHIBIT B

### Security Information

To help protect our customers from security threats, we utilize the approach described below, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.

1. We will do the following:

For transactions conducted online, identification of customers when logging on will consist of multi-factor authentication that utilizes a password, plus either “what you know” (e.g., a PIN, or a picture) or “what you have” (e.g., a digital security key, or a device that recognizes your computer). 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. To further protect online transactions, we may contract with non-affiliate companies to provide fraud monitoring services. We will only disclose the information about your account or transactions that is necessary for the third party to provide this service.

For certain online activity not involving transactions (e.g., account inquiry), we may use single factor authentication we deem appropriate.

For business not conducted online, we will do the following:

- Require a communication in the format specified by us to initiate the transaction.
- For certain transactions, we will perform a customer call back for verification and authorization.

2. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for your business. These would normally include such things as a firewall to prevent unauthorized access to your network; updated anti-virus and anti-spyware protection; operating system patches when they are available; and a product that indicates the web site you are on or an internet browser that indicates the site name.

3. You agree to use standard safety precautions, including use of an arbitrary mix of letters and numbers for passwords; changing your passwords regularly; keeping your passwords and PINs private; and checking your statements and reviewing your Banking transactions promptly, thoroughly and regularly.

4. You must report errors or problems immediately to us. Should you receive a suspicious email or telephone request for information that purports to be from us, you must notify us immediately. In any such case, notify your Banker or call us at 608-363-8000.

We recommend that you change your password regularly. Bank is entitled to act on instructions received under your password and is not liable to you for any such transactions. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password and account data confidential.

**Taking Care of Your Online Password** - The password that is used to gain access to online services through First B2B Online Business Banking should be kept confidential. Bank will never request your password through email. For your protection, we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers, and other account data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Bank customer support at once at 608-363-8000.

### **Password Tips:**

- **Create a secure password:** Choose a password that uses a combination of letters, numbers, and symbols. Avoid choosing obvious words or dates such as a nickname, your date of birth, ADMIN or your company name.
- **Keep your Bank password unique:** Don't use the same password for Bank and other online services such as AOL, eBay, MSN, or Yahoo. Using the same password for multiple websites increases the likelihood that someone could learn your password and gain access to your account.

### **Use security software that updates automatically.**

Keep your security software active and current, at a minimum, your computer should have anti-virus and anti-spyware software, and a firewall. You can buy stand-alone programs for each element or a security suite that includes these programs from a variety of sources, including commercial vendors or from your internet service Provider. Security software that comes pre-installed on a computer generally works for a short time unless you pay a subscription fee to keep it in effect. In any case, security software protects against the newest threats only if it is up-to-date. That's why it is critical to set your security software to update automatically.

### **Keep your operating system and Web browser up-to-date, and learn about their security features.**

Hackers also take advantage of Web browsers (like Firefox or internet Explorer) and operating system software (like Windows or Mac's OS) that don't have the latest security updates. Operating system companies issue security patches for flaws that they find in their systems, so it's important to set your operating system and Web browser software to download and install security patches automatically.

In addition, you can increase your online security by changing the built-in security and privacy settings in your operating system or browser. Check the "Tools" or "Options" menus to learn how to upgrade from the default settings. Use your "Help" function for more information about your choices.

If you're not using your computer for an extended period, disconnect it from the internet. When it is disconnected, the computer doesn't send or receive information from the internet and isn't vulnerable to hackers.