

Deposit Account Agreement

RULES FOR DEPOSIT ACCOUNTS:

These Rules are applicable to all deposits and depositors, without limitation effective as of December 21, 2011. When you open a deposit account with Park Bank, sign a signature card and receive a copy of this Agreement, you are agreeing to these Rules and terms of this Agreement. This is a legally binding contract. Please note that this Agreement can only be modified as provided in this Agreement. Please READ and RETAIN these Rules so that you can refer to them whenever you have a question about your account. If you have any questions after reading this Agreement, we would be happy to answer or clarify them. These Rules supersede any prior account rules you received from us. Rules for Time Deposit Accounts will be provided separately at the time of account opening. In these Rules, "you" and "your" mean each person or entity who has signed the signature card for a checking or a savings account. "We", or "us" and "our" mean Park Bank, Milwaukee, Wisconsin.

- 1. DEPOSITS.** You may deposit funds to your account during regular business hours. However, deposits received by us on any non-business day will be credited to your account on the next business day. Our business days are Monday through Friday, holidays are excluded. Deposits will be available for withdrawal based on our Funds Availability Policy. We reserve the right to refuse to accept deposits. We reserve the right to limit the minimum or maximum balance that may be maintained in your account. You agree that any item you deposit or cash either with us or that is returned unpaid to us by the bank on which it was drawn may be charged against any account you have with us. We may do so regardless of whether the other bank returned the item before its midnight deadline. Furthermore, if an item deposited to your account is returned to us unpaid for any reason, we may subtract the amount of that returned item from your account balance, together with any interest that may have been earned or accrued while on deposit together with any associated fee. If we receive notice that an item is being returned, we may place a hold on the funds in your account to recover the amount of the item when we receive it back. If we are unable to hold or debit sufficient funds from the account into which the item was deposited, we may hold or debit funds from any of your accounts with us. We may return the amount of the item to the requesting party. We need not give you prior notice of our actions with respect to an item. You waive notice of nonpayment, dishonor, and protest for any item deposited to your account.

Your signature on the signature card is your authorized signature. For the payment of funds and for other purposes relating to any account you have with us, we are authorized to recognize your signature, but we will not be liable to you for refusing to honor your checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is not genuine. Additionally, you may authorize the use of a facsimile signature device by designation on the signature card or in a separate resolution. If you have authorized the use of a facsimile signature device, we may honor any check or other signed instruction that bears or appears to bear your facsimile signature even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, you should maintain close control over your facsimile signature device and promptly review your statements and cancelled checks for unauthorized use of the device.

If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees. You agree to reimburse us for any loss or expense we incur because you fail to endorse an item exactly as it is drawn. You agree that any item you deposit that is returned due to a missing endorsement may be reprocessed by us at our discretion and without notice to you if the form of the endorsement required may be supplied by us. You agree to comply with the following endorsement zone restrictions: all endorsements belong on the same end of the check as "Pay to the order of" and must be confined to 1-1/2" from that end and cannot interfere with the clarity of interbank endorsements. Any liability that we incur as a result of your endorsement will be passed on to you. You agree that you will reimburse us for any expense we incur due to your failure to endorse an item exactly as drawn.

You authorize us to initiate automated credit entries to the accounts and to initiate, if necessary, debit entries and adjustment for any credit entries made in error to the accounts. With respect to such entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and the applicable regional or local Automated Clearinghouse Association ("ACH"). Automated credit entries made to the accounts are provisional under the ACH rules until we have received final settlement or otherwise have received payment, and we are entitled to a refund of the amount credited to any account if such settlement or payment is not received by us.

When we take an item for collection, we act only as your collecting agent and assume no responsibility beyond reasonable care. All deposited items are credits subject to final payment in cash. We are not responsible for an item lost while not in our possession. We are not responsible for any deposit made using our night depository service or sent to us by mail until we enter the deposit into our records. We will not be responsible for timely crediting of deposits unless they are accompanied by a pre-encoded deposit ticket or a passbook. An insufficient balance in your account, which has not been covered by overdraft protection, is subject to a service fee charged against your account according to our then current schedule of charges. Checks or other items drawn against insufficient funds in your account may also be subject to the service fee set forth in that schedule. We may determine whether or not your account contains sufficient funds to pay a check or other item at any time between the time the check or other item is received by us and our return deadline, and only one determination of the account balance is required. If that determination reveals insufficient funds to pay the check or other item, we will not be required to honor the check or other item and may return it. Alternatively, we may honor the check or other item and create an overdraft. However, the honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft. Moreover, we are not required to send you prior notice on checks returned for insufficient funds. You agree to deposit sufficient funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft from you including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. You also agree that any other items returned unpaid due to non-sufficient funds may be represented for payment without notice to you. We may charge fees for representing items in accordance with our fee schedule.

VERIFICATION OF TRANSACTIONS. All transactions, including without limitation those for which we have provided a receipt, are subject to our final verification. Verification of deposits does not occur at the teller window or ATM. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any credit we believe has been erroneously made to your account at any time without prior notice to you.

- 2. WITHDRAWALS.** You may withdraw funds by using forms furnished or approved by us or by any other method permitted by us. You agree to maintain adequate safeguards to ensure the authorized use of the forms and signature stamps you retain. We may accept telephone or preauthorized orders from you to transfer funds from an account unless we receive written instructions to the contrary from an owner of the account. We may limit the number of, or refuse to permit, these transfers. We reserve the right not to permit withdrawals until we have received a properly signed signature card. We may pay an item drawn on an account which contains your signature whether or not the form of the signature is the same as that shown on the signature card given to us.

You may request that we pay items drawn on the account that bear or appear to bear a facsimile of your signature. We may pay these items, whether or not you in fact authorize them, as long as the facsimile signature they contain resembles any specimen or sample facsimile signature that you have given to us.

You agree that automated processing and payment of checks without manual verification of signature, or other examination, is a procedure that does not vary unreasonably from general banking usage and constitutes ordinary care by us in paying checks. You also agree that we will not be responsible if we pay any item that has been forged, altered or counterfeited (regardless of by whom or what means including electronic or photo static copying) in a way that a reasonable person could not detect or if you do not subscribe to our Positive Pay treasury management service for commercial accounts.

If you voluntarily and specifically disclose your account number to another person orally, in writing, or by some other means, we may treat such disclosure as your authorization to that person to issue items drawn against your account, unless you can demonstrate to our satisfaction that the account number was disclosed for a different purpose.

If more than one check or other withdrawal request from your account are presented to us for payment on the same day, and if your account has sufficient funds to cover the payment of some, but not all, of such checks or withdrawal requests, we have the right and discretion to decide the order of the checks and items we will pay, and those we will reject (if any). This means, for example, that we can elect to pay the largest check or item, and reject all smaller checks or items, or use any other payment order we elect. You have no right to direct us regarding the order of payment of checks or items drawn on your account. If you are a business with a zero-balance account, we may, but need not, cash checks without verifying the balance of the master account.

You authorize us to debit your account for ACH entries to your account, including debit entries that are originated by payees that convert a check drawn by you on your account into an ACH debit entry to your account. Your account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution.

Unless we expressly agree in writing with you, you may not deposit with us a document that you created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you will not be deemed as a waiver of the prohibition on the deposit of substitute check documents. You also will not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You also agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations in this paragraph.

We will not be liable for accepting or paying any item drawn on an account by reason of its date or other special instructions such as "Void After 30 Days", "Paid in Full", "Not Valid If Drawn For More Than \$500", unless we expressly agree in writing to the special instructions prior to your issuance of the check or item. We will not be liable for any checks paid contrary to restrictions even if payment causes the account to have insufficient funds to pay other checks drawn on the account. We will not have a duty to act on a postdated check notice until you have given us both the number and the exact amount of the item as well as the date it was written and the name of the payee, and we have had a reasonable opportunity to take action prior to payment of the item. The number and amount must be exactly correct to enable our computer system to match the item to your postdated check notice. We will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and the stop payment cannot be completed. We are entitled to a reasonable period of time after you give a stop order to notify our employees. If we re-credit your account after paying a check over a valid and timely stop order, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person later on. A release or cancellation of a stop order may be given by any person who is authorized to draw checks against the account. Stop payment orders on cashier's checks, certified checks or money orders are not permitted. We may return and not pay postdated items regardless of when we receive them.

We may, without inquiry or liability, pay a check that is stale-dated (i.e. a check that bears a date that is more than 6 months in the past). You agree to place and maintain a stop payment order against checks older than 6 months if you do not want them paid.

You agree that we will not be responsible for paying a check prior to the date placed on the check unless you have given us written notice of the item describing it with reasonable certainty on a form approved by us and we have had a reasonable time to respond to the notice. All written notices must include your name, account number, and a description of the check including the check number, amount and payee. We will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and it is paid prior to the indicated date. We are entitled to a reasonable period of time after you give us notice concerning a post-dated check to notify our employees. If we re-credit your account after paying a post-dated check over a valid and timely notice, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person later on. We may at our option return and not pay these items regardless of when we receive them.

All oral notices will expire after 14 days from the date we receive the notice unless you confirm the notice in writing to us at our address within the 14 day period. Written notices will be effective for six months from the date of the written notice unless you renew the notice in writing to us at our address for another six months. We are under no obligation to you to pay an item other than a check certified by us, which is presented more than six months after its date, but we may charge your account for a payment made thereafter in good faith. Your liability on a check or item shall not be released by our certification of the check or item. Consult our account and service fee schedules for other limitations on the number and type of withdrawals and transfers permitted each statement period.

3. **REVERSALS.** You may have the right to dispute any debit to your account sent through the ACH system that was not authorized by you. If you want to return a debit, you must give us a written statement under penalty of perjury within 60 days after you get information from us that reflects that debit. In your statement, you must declare and swear under oath that the debit was not authorized by you. If we receive your statement within the 60-day period, we will recredit your account for the amount of the payment. This right of reversal is in addition to any applicable right to stop payment. We may require you to submit written statements under penalty of perjury to us under other circumstances in which you want to reverse an ACH debit entry.
4. **FEES AND CHARGES.** You agree to pay all our charges in accordance with account and service fee schedules or these rules as established by us from time to time. You authorize us to deduct these charges from your account. We will not be liable for dishonoring checks or other withdrawal orders because of insufficient funds resulting from proper deduction of fees. Service fees are subject to change from time to time in our discretion. Notice of any changes will be sent to you at the address shown on our records. A reasonable period of time will be given before any changes become effective. You also agree to pay for expenses, costs, fees and charges incurred in searching for, reproducing and transporting books, papers records and other data, including reproduction and hourly charges incurred by us when complying with subpoenas or other legal orders. If the Bank incurs any costs or expenses enforcing this Agreement you will pay these costs and expenses including reasonable attorney fees and court costs. You agree that we may charge a fee to a payee or endorse on a check drawn on your account who is not a customer of ours and request identification satisfactory to us for casing the check.
5. **PENALTIES.** If your account is a time account, you have agreed to leave your funds on deposit for a specific period of time. Your deposit may not be withdrawn prior to the original or subsequent maturity date, in part or in full, without our consent. We can give consent only at the time of a withdrawal request. The

minimum penalty for early withdrawal is \$25.00 or one of the following amounts, whichever is greater: (a) if the deposit has maturity of one year or less, the penalty will be equal to three months interest; (b) if the deposit has a maturity of more than one year, the penalty will be equal to six months interest. The penalty will be assessed against the amount withdrawn and will be subtracted from the amount requested for withdrawal. Penalties are computed on a simple interest basis, at the rate currently being paid on the amount being withdrawn. Penalties will be assessed regardless of the length of time the funds have been on deposit; therefore, it is possible that early withdrawal could result in a reduction of the originally invested principal. No penalties will be assessed against early withdrawals in cases where the depositor has died or been judicially declared incompetent.

6. **LIMITATIONS ON TRANSFERS.** Under federal law, you are limited to 6 Transfers, telephone transfers, check draft, debit card, or similar order payable to third parties from your Savings Account each month. For money market accounts, you may make no more than six preauthorized withdrawals, automatic or telephone transfers, checks, drafts, and debit card or other similar transactions from your account per month or statement cycle. Activity in excess of these restrictions may be grounds for closing the account, charging a fee and converting it to a Non-interest bearing account. On interest bearing accounts we may, at any time, require 7 days prior written notice of your intent to withdraw funds from your account.
7. **INTEREST PAID.** We will establish the annual rate and compounding method of interest paid on eligible accounts. Consult our account and service fee schedules for additional interest information. We reserve the right to pay interest only on collected balances and not to pay interest accrued but not credited at the time the account closes. Unless otherwise disclosed on your receipt, rates for time accounts are fixed until maturity. For all other accounts, rates are variable and may be changed by us at any time without notice.
8. **REFUSING PAYMENT.** If one of your checks, other items, requests for telephone transfer or preauthorized payment comes to us for payment and there are not enough available funds in your account or the item is improperly signed or contains any other irregularity, we have the right, but not the obligation, to return it unpaid and if it overdraws your account, we have the right to charge all or part of the deficiency to any account you may have with us and charge you the non-sufficient funds fee disclosed to you elsewhere, for each item. We may, however, elect to pay an item or withdrawal request despite insufficient funds in your account, and if we do so this will create an "overdraft". You agree to pay the overdraft fee for each item or withdrawal that exceeds your account balance. You also agree to deposit sufficient funds to your account immediately to cover any overdrafts and overdraft fees, if your account is overdrawn for any reason. Having taken this action in the past does not obligate us to take the same action in the future. Each of you agrees to be jointly and severally liable for any account deficiency resulting from charges or overdrafts to the account, whether caused by you or another person authorized to withdraw from the account, together with any costs we incur to collect the deficit, including actual attorney fees and court costs, to the extent not prohibited by law. We reserve the right not to permit withdrawals until a properly signed signature card is received. A determination of your account balance for purposes of making a decision to dishonor an item for insufficient funds may be made at any time between receipt of presentment or notice and the time of return of the item, and no more than one such determination need be made. However, if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are sufficient available funds.
9. **STATEMENTS.** Unless your account is evidenced by a passbook, we will mail a monthly account statement to you. We may mail statements to you at the address in our files, unless we agree otherwise. If you have agreed to receive statements electronically, we will send you e-mail notices at the e-mail address we have on record when your statements are available. The notice will identify the Web site where the statements are posted. We may mail combined statements addressed to any one of you. If no transaction occurs other than the crediting of interest, we reserve the right to send you statements every 3 months, as permitted by law. All statements and every item debited or credited to an account shall be examined by you promptly upon receipt.

Our responsibility for furnishing copies of items is limited to those images which are legible and archived. You must carefully examine statements and images or other items promptly upon receipt for unauthorized debits, errors or other problems. If you feel there is an error on the statement, or that some unauthorized person has withdrawn funds from the account, we should be notified immediately. The statement is considered correct unless you notify us promptly after any error is discovered. All items listed on statements shall be considered correct unless you notify us. You must notify us of an unauthorized or missing signature or alteration of a check or other item within a reasonable time after we send or make available to you your statement. If your account is a personal account, a reasonable time is not more than 30 days after the date mailed or made available to you; if your account is a non personal account, a reasonable time is not more than 14 days after the date mailed or made available to you. We will not be liable for paying such items if (a) you did not exercise reasonable care in examining the statement or you have not reported unauthorized signatures or alterations to us within 30 days of the mailing date of the earliest statement containing these items, or (b) these items were drawn without authority or altered so cleverly (as by unauthorized use of a facsimile machine or otherwise) that the lack of authorization or alteration could not be detected by a reasonable person or (c) you were negligent in some manner. Legible copies of images will be provided to you within a reasonable time after your written request that sufficiently identifies the checks requested. You agree to pay the applicable service charge for retrieval and copying of the requested checks.

You must also notify us of any other account problem including an erroneous statement or passbook entry, unauthorized or missing endorsement or improper charges within 30 days of the date we mail or make available to you your statement. If you do not notify us of an unauthorized signature or altered item within the above 30-day or 14-day period, you will also lose any claim against us in regard to any later items signed or altered by the same unauthorized party or wrongdoer. You must also notify us within 60 days after we mailed or made statements or items available to you in the case of unauthorized or missing endorsements, improper charges or other account problems. You are precluded from commencing legal action or an arbitration proceeding against us based on such checks, signatures, alterations, endorsements, charges or other problems unless you have given us notice as provided above and also either commenced legal action or arbitration within 180 days after we mailed or made statements or items available to you. Notwithstanding these limitations, for certain claims relating to a substitute check you may have a longer period under applicable law to notify us of a claim or to commence a legal action or an arbitration proceeding against us.

10. **INDIVIDUAL OR SINGLE PARTY ACCOUNT.** If you open an individual or single party account, only you have the right to withdraw. You may designate another person to write checks on the account by granting them a limited power of attorney on a form acceptable to Park Bank without granting them any ownership interest in your account. Otherwise, you will be the only person authorized to use the account. Upon your death, the account balance will be payable as determined under state law.
11. **JOINT and MARITAL ACCOUNTS.** If your account is designated as a "Joint Account" with survivorship on the signature card, your account is payable to either of you or the survivor. Two or more persons opening an account that is designated as a joint account –without survivorship on the signature card will be treated as tenants in common with no right of survivorship. Upon the death of a joint tenant, the surviving owner does not automatically have a right to all of the funds in the account. Unless you notify us in writing to the contrary, we will assume that each tenant in common contributed an equal percentage of the funds in the account. Therefore, you should notify us in writing if this is not the case. Unequal ownership percentages do not affect the number of authorized signatures required on a check or other item drawn against the joint account. Notice to any one owner of an account is notice to all owners of that account. Either of you may initiate transactions or give notice or instructions concerning your account with the full authority of the other. Both of you agree to hold us harmless for the actions of the other with regard to this account. Each of you may endorse for cash or deposit to your account items payable to either or both of you. Each of you

agrees to be jointly and severally liable for fees and charges and any account deficit resulting from fees, charges or other debits or overdrafts to the account whether caused by you or another person authorized to withdraw from the account, together with the costs we incur to collect the deficit including, to the extent not prohibited by law, our actual attorneys' fees including attorney's fees and costs incurred in bankruptcy and appellate proceedings. A withdrawal by one of you discharges our obligation to each of you with respect to the amount withdrawn. Garnishments against either or both joint owners are subject to our right of setoff and security interest. Notice provided by us to any one joint owner is notice to all joint owners. Sums on deposit are payable upon the request of any of you or any survivor. Each of you agree to notify us of the death of the other and to reimburse us for any inheritance or withholding tax we may be required to pay in connection with your account. On the death of a depositor, the balance in a joint account belongs to the survivor subject to our security interest and right of setoff, and the surviving joint owner(s) is not required to survive the death by any specified period of time. A marital account must be so designated in the account title. This provides that on the death of a depositor 50% of the amount on deposit belongs to the survivor and 50% of the amount on deposit belongs to the estate or other designated beneficiaries of the decedent, in accordance with Wisconsin law, subject to our security interest and right of setoff, and neither of you is required to survive the other by any specified period of time.

12. **PAYABLE ON DEATH ACCOUNTS.** You may designate your individual or joint account to be a "payable on death" ("P.O.D.") account by naming one or more P.O.D. beneficiaries and completing the proper documents. These accounts use a statutory procedure to automatically transfer your account to the beneficiaries designated on the signature card upon your death, and are often used as a method of avoiding probate. You may change or revoke a beneficiary while you are alive by completing the proper documents. The account belongs to you, not the beneficiaries, during your life. You, not the beneficiaries, have complete withdrawal rights of the funds in your account while you are alive. The beneficiaries who survive you (or if a joint account, the beneficiaries who are living after the death of the last owner of the account) shall be entitled to any sums remaining on deposit in equal shares. The share of a beneficiary who does not so survive shall be paid in equal shares to the beneficiaries who do so survive and not to the heirs of any deceased beneficiary. If none of the beneficiaries survive, any sums remaining on deposit shall be paid to your estate. A beneficiary's right to funds is subject to our security interest and right of setoff. A beneficiary is not required to survive the death of the account holder by any specified period. If you are a Wisconsin resident and have a marital account under paragraph 12 above, either of you may designate beneficiaries to receive your 50% interest in the account when you die in accordance with the proper P.O.D. documents and Wisconsin law.
13. **ORGANIZATION ACCOUNTS.** If the signature card executed in connection herewith shall name an organization other than a trust as the depositor, the signers shall certify that we have been duly designated as depository for funds of the organization and that the persons whose signatures appear on the signature card or any additional signature card executed by them, as well as the number of such required signatures have been duly authorized to deposit funds of the organization including checks and other items payable to the organization, with or without endorsement, to make withdrawals from, execute orders upon and give receipts for amounts deposited in this account, and otherwise to transact business, on behalf of the organization. The organization agrees to notify us promptly in writing of any change in authority. We also reserve the right to require a partnership, corporation or other legal entity to give separate written authorization telling us who is authorized to act on its behalf. We may rely on this authorization and certification until written notice of amendment or revocation, executed by duly authorized officers of the organization, has been delivered to one of our offices and we have had time to act. You agree that we are not obligated to cash checks payable to you.
14. **FIDUCIARY ACCOUNTS.** A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, custodian, conservator, trustee, or other fiduciary in such capacity. Any individual acting as a fiduciary must be designated to us as such on the signature card. It will otherwise be assumed that you own the account in an individual capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument. We are not liable for the misapplication of funds from your account by your fiduciary. The terms of any agency agreement, trust agreement, court order or other document in which the account is opened will govern the account and we have the right to review such a document. An account established under a state's uniform transfer/gifts to minors act is controlled by the custodian. Only the named custodian or authorized agent is authorized to instruct us regarding the account. The custodian will notify us in writing immediately upon the death of the minor or at the time the minor attains the age of maturity. After notifying us of either of these events, your authority over the account continues only to the extent allowed by law. Before we receive such notice, we may honor any checks or drafts written on the account without incurring any liability to the minor or to any third party, and you will be liable to us for any loss or expense we incur because of failure to give prompt notice. Upon the minor reaching the age of majority, or anytime thereafter, we may pay the funds on deposit in the account in accordance with the custodian's duty without waiting for instructions from the custodian.
15. **AGENTS.** Subject to compliance with our procedures, all of you acting jointly may designate one or more agents with such authority to act with respect to your accounts as is authorized in the form designating the agent. Any designation of agent shall be executed in a form approved by us and shall be deemed an agency relationship governed by Chapter 705. Wis. Stats. You hold us harmless and indemnify us from and against all claims made against us by reason of any act of any person designated as agent and for any and all actions taken by us in reliance upon any agent designation signed by you. Subject to the terms and conditions of your agency designation, we may, but need not, recognize the authority of an agent, until we know of the death or incompetence of all parties appointing the agent and have had a reasonable opportunity to act on it. If we accept an agent designation or a power of attorney, you will be responsible for and be bound by the acts of your agent. We are not required to look into the source of funds received for deposit or the proposed application of any funds withdrawn or requested to be withdrawn. We may permit any party to an account to revoke the agent designation or the power of attorney. We may continue to recognize the authority of your agent until we receive written notice of revocation or termination or until we are presented with proof that the power of attorney has been terminated by death, court order or other legal means and have had a reasonable time to act upon it. We also reserve the right to restrict the type, kind, size, number or manner of transactions or actions we will permit an agent to conduct, on a case-by-case basis, and may require the agent to present the original power of attorney before conducting any transaction.
16. **TAX IDENTIFICATION NUMBER/SOCIAL SECURITY NUMBER.** You agree to provide us with your Tax Identification Number or Social Security Number or evidence of exemption satisfactory to the IRS when you open an account with us. We have certain reporting obligations under federal law. We reserve the right to not open accounts without a Tax Identification Number (TIN) and/or proof that a Tax Identification Number is in process of being applied for or we may close an account if the information is not received by us.
17. **STOP PAYMENTS.** When you ask us to stop payment of a check, we will require written signed confirmation of the order, on a form that we will deliver to you. You must complete and sign and return the confirmation form to us in accordance with the directions contained in the confirmation form. If we do not receive the completed confirmation form within 14 calendar days of your order, your stop payment order will only be effective for 14 calendar days from the date of your order. If we receive the completed confirmation form within the 14 calendar day period, your stop payment order will be effective for 6 months from the date of your order, unless timely renewed by another confirmation, requested by you, for another 6 months. Written orders must be in a form acceptable to us.

Stop payment orders received outside regular phone hours will be deemed delivered on the next business day. If you have authorized us in advance to make regular payments out of the account, stop payment orders must be received by us at least three business days before the payment is scheduled to be made. If we

pay the check despite your valid and timely stop payment order, the following rules will apply: (a) you will have to prove to us that you have suffered a loss and, if so, the amount of the loss; (b) we will be able to enforce any rights that the original payee or any other person who held the check had against you; (c) we will not re-credit your account until you prove your loss and we are satisfied that we are required by law to do so; and (d) if we re-credit your account, you agree to sign a statement describing the dispute with the payee or other holder of the check, to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person. When placing a stop payment order, you agree to indemnify us and hold us harmless for all expenses, costs, and actual attorneys' fees incurred by us due to our refusal to pay the item. Our records will prevail in the event of a difference between your records and our records regarding your stop payment order, unless our records are obviously in error.

18. OFFICIAL CHECKS. If you ask us to stop payment on a lost, destroyed or stolen cashier's check or other official bank check of which you are the remitter or the payee, or a lost certified check of which you are the drawer or payee, we will require a declaration of loss from you. We must be given reasonable time to act on the declaration before the item is paid. Your claim is not enforceable until the 90th day after we issued or certified the check and until that time we will pay the check to any person entitled to enforce it. Our payment of a check to a person entitled to enforce it discharges us of all liability with respect to the check. Such person may have a claim against you after the 90th day and after we have paid you.
19. DORMANT ACCOUNTS. If your account is considered dormant for five consecutive years in accordance with s. 177.06 Wis. Stats., it will be presumed abandoned. We will then be required to remit the amount on deposit to the State of Wisconsin and you will need to apply to the State for return of your funds. Dormant accounts will continue to be subject to charges listed in our account and service fee schedules. In the event you die without leaving a will, have no surviving heirs, and no legal claim is otherwise made to your account, the funds in your account may be turned over to the state of Wisconsin under applicable law.
20. LOST ACCOUNT NOTIFICATION. You agree to notify us both verbally and in writing promptly of any known or suspected loss, theft, disappearance or unauthorized use of any check, deposit form, savings withdrawal form, passbook, card, code or receipt, certificate, personal identification number or other access device permitting access to or evidencing your account. Until receipt of such notice, we shall not be liable for payments made to any person presenting evidence of the account. We may require a waiting period or proof by affidavit of the loss, theft, destruction, or unauthorized use. We may also require a bond of indemnity in an amount satisfactory to us against all claims and expenses that we may incur. In the case of a lost cashier's check, money order or other official bank check of which you are the remitter or the payee or a lost certified check of which you are the drawer or payee, we will require a declaration of loss from you and at least a 90 day period before reissuing or paying.
21. RIGHT OF SET-OFF. You agree that, subject to applicable law, we have a lien and security interest and right of setoff in each account held in your name, either alone or jointly. This means that, if you owe us money, whether due or not, under a loan agreement or for any other reason, we may refuse to allow withdrawals from your account or take the funds owed to us from any such account to the extent allowed by law. We may also hold or take funds from any such account to pay any attorneys' fees and costs including attorneys' fees and costs incurred in bankruptcy and appellate proceedings which we incur in enforcing our security interest and right of setoff. You give us the right to set off any debt owned by any of you to us with any money that is in accounts or being collected (without regard to account limitations). Unless prohibited by law, this right may be exercised even if one of you with the right of withdrawal is not obligated on the debt. You also agree that we may exercise our right of setoff against funds that include Social Security, supplemental Security Income or other government benefits deposited to your account. We may use the money to pay the debt even if withdrawal results in an interest penalty or dishonor of checks. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. Our lien and security interest and right of setoff do not apply to your account if (a) it is an IRA, Keogh or other tax-deferred retirement account, (b) the debt is created by a consumer loan agreement that disclaims the account as collateral, or (c) the debtor's right of withdrawal arises only in a representative capacity.
22. TRANSFERABILITY. (Applies only to non-transaction accounts.) Accounts are not transferable by you, except on our books and records. In order to transfer title or pledge the account as collateral for a loan from someone other than us, a written request must be provided to us on a form approved by us. If ownership is to be transferred, we may require that the account be closed and a new account opened. Any pledge of the account to a third party remains subject to our right of setoff and security interest.
23. ASSIGNMENT. No assignment of all or part of the balance in any account or notice of claim or interest shall bind us until we receive written notice signed by you and consent and agree to be bound by such notice.
24. DISCLOSURE OF INFORMATION. We may disclose information about your personal account or transactions on your account to third parties:
 - (a) where it is necessary for completing or tracing transactions or resolving errors or claims;
 - (b) in order to verify or disclose the existence and condition of your account to third parties, unless you notify our Credit Department in writing that we should not disclose such information;
 - (c) to comply with court orders, subpoenas, summonses, search warrants or requests from governmental agencies, unless we are prohibited by law from making such a disclosure;
 - (d) with your consent or where it is required by law to disclose information.
 - (e) whenever required by law; and
 - (f) otherwise in accordance with our privacy statement called "Privacy Statement."

You authorize us to comply with or respond to any court order, process, subpoena, summons, garnishment, attachment, injunction, execution, reclamation, levy, lien or notice of any kind ("Process") received by or served upon us, by which, in our opinion, another person or entity claims an interest in your account. We may at our option and without liability, refuse to honor orders to pay or withdraw sums from your account and may hold the balance in the account until Process is disposed of to our satisfaction. We may pay any balance to the proper authorities. Notice of such Process will be provided to you only when required by law. Any Process is subject to our security interest and right of setoff.

25. CHANGE OF NAME AND ADDRESS. If your mailing address or the address of a person authorized to sign on your account is changed, you should notify us promptly in person or writing. Notice from us to any one of you, whether such notice is by mail to the address on file with us for the accounts or otherwise, shall constitute notice to all persons having any interest in the accounts. We shall retain any mail returned to us as undeliverable for a period of 60 days and may after that time destroy such mail. Our responsibility to mail periodic statements and notices is limited to mailing them to the most current designated address appearing on our account records.
26. NOTICE OF INTENT TO WITHDRAW. If your account is designated as a Passbook, Statement or Money Market savings account, under federal law we may at any time require seven days written notice of your intent to withdraw funds from this account.
27. TERMINATION. We reserve the right to close your accounts with or without cause, at any time. You are responsible for any fees, charges or penalties and for the amount of any checks which are in process at the time your account is closed. You agree that notice of termination of this Agreement by us will be reasonable if

it is mailed to your statement mailing address at least 10 days prior to the date of the termination. You may, at any time, close the accounts after we have received notice in person or prior written notice and have had a reasonable opportunity to act on it. We may consider your account closed if you draw the balance to zero. After your account is closed, we have no obligation to accept deposits or pay any outstanding items.

28. **OTHER LAWS AND AGREEMENTS.** All transactions on your account will be subject to applicable federal and Wisconsin law, and the bylaws and rules of any clearing house association of which we are a member except to the extent these Rules can and do vary such laws and except to the extent federal law provides that a different state law may apply. Your account will also be subject to the rules or agreements governing any additional products you choose to use in conjunction with your account including but not limited to, powers of attorney, payable on death or trust beneficiary designations, overdraft protection agreements, ATM and check card rules, online banking and bill payment service agreements, time deposit terms, interest rate sheets, fee schedules, IRA/QRP agreements and depository agreements. Non-personal accounts are further governed by the signed depository resolution. In case of inconsistency or conflict, these other rules or agreements will control.
29. **REIMBURSEMENT FOR EXPENSES.** You are responsible for actual attorneys fees and any expenses incurred by our counsel or our employees for administrative time expended in investigation, response, defense or right asserted by us or compliance with administrative, governmental or legal proceedings or process received or served upon us relating to your accounts or any loss, costs or expenses that we incur as a result of any dispute involving your account. This obligation includes disputes between you and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute. You acknowledge and agree that we may debit and set off as a charge against any of your accounts with us, amounts expended by our attorneys or our employees in investigation, response, defense or compliance.
30. **MONEY MANAGER ACCOUNT.** If your account is a checking account paying interest, the account will be considered a Money Manager Account (“the Master Account”) consisting of two separate subaccounts. These subaccounts consist of a checking account (“the Checking Account”) and a money market deposit account (“the MMDA”). We will pay interest on the collected balances in both subaccounts at the Master Account rate. In each statement period, we will determine a threshold amount (“Threshold Amount”). We will allocate funds between your Checking Account and MMDA subaccounts by comparing your Master Account ending balance with the Threshold Amount. The portion of the ending balance which is equal to or less than the Threshold Amount will be credited to the MMDA subaccount and the remainder will be credited to the Checking Account subaccount. All checks, debits and other withdrawals from your Master Account will be paid from the Checking Account subaccount. If the daily beginning balance in the Checking Account subaccount is less than the net debit activity for that day in the Master Account, we will transfer available funds from the MMDA subaccount to the Checking Account subaccount in the amount by which the net debit activity exceeds the beginning balance in the Checking Account subaccount. On the sixth of such transfers from the MMDA subaccount to the Checking Account subaccount during any statement period, and in compliance with Regulation D of the Federal Reserve Board, all funds in the MMDA subaccount will be transferred to the Checking Account subaccount for the remainder of the statement period.
31. **WIRE TRANSFERS.** If any portion of any wire transfer from or to your account is carried through Fedwire, our mutual rights and obligations will be governed by Regulation J of the Federal Reserve Board.
32. **CREDIT VERIFICATION.** You authorize us to make any inquiries that we consider appropriate to determine if we should open, maintain or close your account or determine your eligibility for other financial products from time to time. This may include ordering a credit (or other) report on you. In addition to obtaining a credit (or other) report, you authorize us to obtain any other information we deem appropriate to evaluate your account application or your ongoing relationship with us, including information from the department of motor vehicles or other agency of the state in which you are (or were) a resident.
33. **LEGAL PROCESS AGAINST ACCOUNT.** If legal action such as a tax levy, attachment, garnishment, etc. is brought against your account, we may refuse to pay out any money from your account until the dispute is resolved. If your account is attached, garnished or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check you have written. If we incur any expenses, including without limitation, reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any garnishment or other levy against your account is subject to our right of setoff and security interest.
34. **DEATH OR INCOMPETENCE.** Neither a customer’s death nor a legal adjudication of incompetence revokes our authority to accept, pay or collect items until we know of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge we may, for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.
35. **AMENDMENTS.** We may amend or supplement these Rules, interest rates, and our fees and service charges from time to time. Amendments or changes to these Rules, interest rates or our fees and service charges will be effective after you are notified as required by law. This notification may take the form of a disclosure: (a) mailed to your designated address, (b) inserted in your statement, (c) posted in our bank lobbies, or (d) provided in electronic form. If we send a notice electronically, we may provide such notice of amendment or change to you either (i) by e-mail at the e-mail address we have on record, (ii) by access to a web site that we will identify in an e-mail notice we send to you at the time the information is available, or (iii) to the extent permissible by law, by access to a web site that generally we will identify in advance for such purpose. Your continued use of your account or related services following the effective date of any change or amendment to these Rules constitutes your consent to these Rules and any change or amendment. If, however, an immediate change in terms and conditions is necessary for security reasons, we may amend these Rules without such prior notice. A change in our interest rates, fees or service charges does not constitute an amendment of these Rules.

FUNDS AVAILABILITY POLICY:

Our policy is to make funds from your deposits available to you on the next day after the day we receive your deposit. Electronic direct deposits will be available on the day we received the deposit. Once your deposits are available, we will use the funds to pay checks and other authorized items or you may withdraw the funds in cash. For determining the availability of your deposits, our business days are Monday through Friday, federal holidays are excluded. If you make a deposit during business hours on a business day, we will consider that day to be the day we receive your deposit. However, if you make a deposit after business hours or on a non-business day, we will consider the next business day to be the day we receive your deposit.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day we receive your deposit. However, the first \$200 of your deposit will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day after the day we receive your deposit, we will notify you at the time we receive your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from cash and wire transfers into your account will be available on the first business day after the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers and federal, state and local government checks will be available on the first business day after the day we receive your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the fifth business day after the day we receive your deposit. Funds from all other checks deposited will be available on the fifth business day after the day we receive your deposit.

HOLDS ON OTHER FUNDS (OTHER ACCOUNT). If we accept for deposit a check that is drawn on another Bank, we may make funds from the deposit available by withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then be unavailable for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURES:

These disclosures are required to be made by Park Bank to each person who has authorized EFT transactions to their accounts. In order for any of the listed services to be available to you, you must request the service and the accounts that will be accessed and we must approve the service in connection with those accounts. Your receipt of this agreement does not mean that the services are activated for you. Please check with us to determine which services you have requested and for which accounts you have requested such services, and which services we have approved for activation for you.

1. LIST OF SERVICES

Unless a provision specifically references only one type of transaction, the following provisions apply to:

- Access to your deposit accounts with us by an Automated Teller Machine (ATM) Card issued by us providing account access through point-of-sale terminals and automated teller machines ("terminals") at which the Card may be used;
- Access to your checking accounts with us by a ExpressCheck Card issued by us providing account access through terminals and through merchants and financial institutions that accept the Card;
- Our 24-hour automatic account access telephone service ("Telephone Service");
- Our personal Internet Banking and automated bill payment service; and
- Regular automatic funds transfers authorized by you to and from your deposit accounts with us.

The products and services to which this agreement applies are collectively referred to in this agreement as the services. In this Agreement, unless a provision specifically indicates that it applies only to a certain Card, references to Card are to all ATM Cards and ExpressCheck Cards issued to you by us. References to "you" and "your" refer to each party to the account, and references to "us," "we," and "our" refer to the bank.

- 2. PERSONAL IDENTIFICATION NUMBERS.** We will issue to you or you will select one or more personal identification numbers ("PIN"). You may receive more than one PIN, depending upon the number of services you have requested, and the levels of security required in connection with a service. You agree not to disclose the PIN to anyone other than those whom you wish to have access to your accounts. If anyone uses your PIN with your permission, you will be responsible for any charges made to the account. You agree to safely keep the PIN, not to record the PIN or otherwise disclose or make the PIN available to anyone other than an authorized user and to use the PIN in accordance with these instructions. We are authorized to provide information relating to your accounts through the Telephone Service and to anyone accessing the accounts and using the proper PIN. Tell us AT ONCE if you believe that your PIN or a Card is lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum related line of credit providing overdraft protection, if any).
- 3. UNAUTHORIZED USE OF A CARD ISSUED TO A CONSUMER.** We are Visa branded cards. Effective April 2000, zero liability applies on Visa co-branded debit cards that are lost or stolen but only when the card is used at a point-of-sale device. If the lost or stolen Visa co-branded debit card is used at an ATM then the 50 Rule from Regulation E applies. You can lose no more than \$50.00 if someone uses your Card and PIN at a terminal without your permission. If someone uses your ExpressCheck Card other than at a terminal to purchase goods or services without your permission, you can lose no more than \$50.00 if you notify us within two business days. **GENERAL.** If you do not tell us about an unauthorized transaction within 60 days of the date we mail a periodic statement to you, you may not get any money you lose after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the bank, or write to us (see list of bank phone numbers and addresses at the beginning of this disclosure). If you are a business other than an individual, and your account is for other than personal, family or household purposes, you are liable for any and all unauthorized use of a Card, the Telephone Service, or Internet Banking.
- 4. ACCOUNT ACCESS.** Depending upon the accounts that you requested and that we approved the use of the Internet Banking in connection with, you may use the Internet Banking to transfer funds between your checking and savings accounts. Some of these services may not be available at all terminals. Depending upon the accounts that you requested and that we have approved the use of the Telephone Service in connection with, you may use the Telephone Service to:
 - a. transfer funds between your checking and savings accounts (including accessing your related line of credit with overdraft protection, if any, if no other funds are available in your account);
 - b. receive deposit account information, including the account balance, and identification of the last seven deposits and the last 10 withdrawals;
 - c. determine the current interest paid to date and the previous year's interest paid on your accounts; and
 - d. receive account information regarding your line(s) of credit including balance information, pay-off information, and the remaining available credit.

5. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFER.** A receipt may be issued each time you conduct a transaction to or from your account at an Automated Teller Machine (ATM) terminal, make a purchase through a Point-of-Sale (POS) terminal or make a purchase using a debit card. If you have arranged to have direct deposits made to your account by the same person or company at least once every 60 days, you can call us at (414) 466-8000 during our business hours to find out whether or not the deposit has been made or call our automated account access system (ReadyLine) 24 hours a day at (414) 466-8684. If you have an arrangement to have withdrawals that vary in amount made from your account, the entity initiating the withdrawal is responsible for telling you the amount and date ten days before each withdrawal. When your account has a transaction during a month, we will send a statement to you. We do not have to produce a monthly statement if transactions have not occurred on your account; however, we must produce a statement at least once every three months. Whenever a passbook is presented to us, the book will be updated to show any electronic transactions that were made to your account since the last time the passbook was updated.
6. **LIMITATIONS ON TRANSFERS**
- Using a Card and PIN at an automated teller machine (ATM), you may make cash withdrawals (by selecting the withdrawal option) of up to \$500.00 each day. Amounts may be restricted for new accounts.
 - Using a Card and PIN at a point-of-sale terminal, you may make purchases of goods and services of up to \$2,500.00 each day. Amounts may be restricted for new accounts.
 - Using an ExpressCheck Card and PIN at an ATM (using the cash advance option), or your ExpressCheck Card (with the PIN) at a financial institution, you may get cash advance withdrawals of up to \$500.00 each day.
 - Using your ExpressCheck Card (without PIN), you may make purchases of goods and services of up to \$2,500 each day from merchants honoring your card.
 - Under federal law, you are limited to 6 Transfers, telephone transfers, check draft, debt card, or similar order payable to third parties from your Savings Account each month. For money market accounts, you may make no more than six preauthorized withdrawals, automatic or telephone transfers, checks, drafts, and debit card or other similar transactions from your account per month or statement cycle. Activity in excess of these restrictions may be grounds for closing the account, charging a fee and converting it to a Non-interest bearing account. On interest bearing accounts we may, at any time, require 7 days prior written notice of your intent to withdraw funds from your account.
 - For security reasons, there are other undisclosed limits on the amount and frequency of transfers you may make using the services.
7. **WITHDRAWALS, PURCHASES, TRANSFERS, CASH ADVANCES.** Each payment instruction, withdrawal or transfer from an account is an order to us to pay from that account, which we may charge against the account even though the charge creates an overdraft. You agree to maintain sufficient funds in your account to pay in full the amount of any withdrawals, transfers or other instructions for payment out of an account. Whenever your account is overdrawn, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service charge as is stated in our fee schedule. If you overdraw your account, each of you agrees, jointly and severally, to immediately pay us the overdrawn amount, together with any applicable service charge. We are authorized to charge such amounts against any account you maintain with us. If the account is maintained in connection with a line of credit, any overdraft will be made in accordance with the agreement or rules governing that account. You should refer to your line of credit agreement for important information regarding advances of that line of credit. Any purchase or cash withdrawal made with the ExpressCheck Card may be subject to authorization by us or by a VISA authorization center and the transaction may be refused if the amount of all outstanding purchases and cash withdrawals will exceed your available balance or your applicable credit limit. Each time your Card is properly used to purchase goods or services you authorize us to debit or credit your account (whichever is appropriate) for the total amount electronically transmitted or shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, orders, and vouchers in the same way we handle checks drawn on your account. The time required to charge or credit your account after you use your Card will depend on the location of the terminal, the type of transaction and the Card used.
8. **DEPOSITS AND PAYMENTS THROUGH TERMINALS.** All checks or drafts which we have authorized through a terminal for deposit or payment are credited subject to collection and the credit will be reversed if the check or draft is not paid. All cash deposits and payments are received subject to verification by us. We need not credit the account for deposits until we actually receive the funds. If a reversal to a deposit account overdraws the account, we may charge all or part of the deficiency to any other account you or anyone authorized to use your Card (including any necessary extension of credit) have with us and you shall pay to us any deficiency which cannot be paid out of such accounts. Any funds deposited to an account shall be deposited by means of transfer from another account, cash or by a completed negotiable instrument payable in U.S. dollars, dated within six months prior to the date of the attempted deposit, drawn by or properly endorsed by the payee and the amount of which is not in excess of any limitations imposed by the terminal or terminal operator. We are not liable to you if the transaction is not completed and you have violated any of these provisions. **DELAY OF AVAILABILITY FOR DEPOSITS AT AUTOMATED TELLER MACHINES.** Deposits to your account at any Automated Teller Machine (ATM) will be available on the fifth business day after the day of the deposit. The delay in availability for ATM deposits include checks of any kind and cash deposited. The delay applies to all ATM's including those operated by Park Bank.
9. **FEES AND CHARGES.** You will be responsible at all times for the charges, if any, ordinarily associated with your account, including additional EFT fees as described in our account and service fee schedules. Changes to fees will be effective after you are notified in accordance with federal or Wisconsin law.
10. **BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFER.** If we do not complete a transfer to or from your account on time or in the correct amount according to the agreement with you, we will be liable for any losses or damages. However, there are some exceptions. We will not be liable:
- if through no fault of ours, you do not have enough money in your account to make the transfer;
 - if the transfer is greater than the available credit on your Personal Reserve Account (PRA), MasterCard or VISA Line;
 - if you knew prior to starting a transaction that the EFT system or terminal was not functioning properly;
 - if incomplete or inaccurate information is forwarded by the Treasury or through an automated clearing house;
 - if circumstances, beyond our control (for example, fire, loss of power, or flood) prevent the transfer despite reasonable precautions that we have taken.

There may be other exceptions to our liability.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE OR SERVICES.

11. **NOTIFICATION OF BANK**

We must be notified immediately if you:

- believe your access card or PIN number has been lost or stolen, or that someone has transferred or may transfer money from your account without permission;
- need to stop payment of a preauthorized transfer;
- believe a statement or receipt is wrong;
- need more information about a transfer listed on a statement or receipt.

To notify us, you should call us at (414) 466-8000 during our business hours. You may also write us at:

PARK BANK
EFT DEPARTMENT
7540 WEST CAPITOL DRIVE
MILWAUKEE, WI 53216-1997

12. **CUSTOMER LIABILITY FOR UNAUTHORIZED TRANSFERS.** If you believe your access card or PIN number has been lost or stolen or otherwise believe that unauthorized access to your account has been obtained, you are obligated to inform us immediately. If you notify us within two business days after discovering the loss or theft, you can lose no more than \$50 if your access card or PIN number was used without permission. If your statement or passbook shows transfers you did not authorize, you must notify us immediately. If you do not inform us within 60 days after the statement was mailed, you may not get back any money lost after the 60 days if we can prove that we could have stopped unauthorized transfers. If a valid reason kept you from informing us, the time periods could be extended. If any party to a joint account authorizes the use of an access card or PIN number by another person, all parties to the account authorize the use.
13. **REFUNDS ON PURCHASES.** Cash refunds will not be made to you on purchases made with your ExpressCheck Card. If a merchant who honors your card gives you credit for merchandise returns or adjustments, the merchant will notify us and a credit will be applied to your account. Unless use of your card results in an extension of credit any claim or defense with respect to property or services purchased with your card must be handled by you directly with the merchant or other business establishment with accepts your card. Any such claim or defense which you assert will not relieve you of the obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.
14. **FOREIGN TRANSACTIONS.** If your ExpressCheck Card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. Dollars using either the government-mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. The exchange rate is increased by one percent (1%) if the conversion is made in connection with a charge to an account or decreased by one percent (1%) if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement of your account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.
15. **STOPPING PAYMENT OF CHECKS THROUGH INTERNET BANKING.** Stop payment orders, as well as all other account activity initiated using Internet Banking, shall be subject to the terms and conditions of your Rules for Deposit Accounts and any other rules or agreement referring to accounts, as modified by these Rules. Internet Banking will require signed confirmation of the order on a form which we will deliver to you. You must complete, sign, date and return the confirmation form to us in accordance with directions contained in the confirmation form. Stop payment requests initiated using Internet Banking are considered by us to be written stop payment requests, which shall only be effective for six (6) months unless renewed for another six months by another written request. Your stop payment order requests must include the exact information requested by Internet Banking in order to be effective. You are responsible for all stop payment orders initiated through Internet Banking, and we shall have no liability in connection with such activity.
16. **STOP PAYMENT OF PREAUTHORIZED RECURRING TRANSFERS**
 - a. **Right to and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us or write us at the bank (see address and phone number listed in rule number 11, Notification of Bank) in time for us to receive your request at least three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You will be charged for each stop payment order you give. You CANNOT stop payment of or revoke a preauthorized transfer through Internet Banking.
 - b. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
 - c. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages; however, we may be able to enforce someone else's rights against you for the payment.
17. **DISPUTES.** In the event of a dispute regarding the service, you and we agree to resolve the dispute by looking to these Rules. You agree that these terms and conditions are the complete and exclusive statement of the agreement between you and us which supersede any proposal or prior agreement, oral or written, and any other communication between you and us relating to the subject matter of these terms and conditions. If there is a conflict between what one of our employees says and these Rules, these Rules shall control.
18. **NO WAIVER.** We will not be deemed to have waived any of our rights or remedies under these terms and conditions unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
19. **BUSINESS DAYS.** Our business days are Monday through Friday, holidays are excluded.
20. **DISCLOSURE OF INFORMATION.** We disclose about your account or transactions on your account to third parties:
 - a. where it is necessary for completing or tracing transactions or resolving errors or claims;
 - b. in order to verify or disclose the existence and condition of your account to third parties, unless you notify our Credit Department in writing that we should not disclose such information;
 - c. to comply with court orders, subpoenas, summonses, search warrants or requests from governmental agencies, unless we are prohibited by law from making such a disclosure;
 - d. with your consent or where it is required by law to disclose information.
21. **OWNERSHIP, TERMINATION.** The Card remains our property and shall be surrendered by you upon request. We may terminate your privilege of using the Card at any time and may withhold approval of any transaction at any time. If you discontinue use of the Internet Banking you will notify us in writing no less than 10 days prior to the effective date.
22. **AMENDMENTS.** We may amend the above terms and conditions at any time, subject to any applicable requirements of law regarding prior notice, effective upon the date indicated in the notice. If, however, an immediate change in terms and conditions is necessary for security reasons, we may amend these rules without such prior notice.

23. **ONLINE SERVICES AGREEMENT.** The customer desires to obtain various banking services from Park Bank from time to time through the Internet and through the use of a web based product. Park Bank will provide the services selected by customer on the Park Bank Business Express Package Application to the Customer through the Internet. Please review separate ONLINE SERVICES AGREEMENT for all terms and conditions.

ACH Rules: Account Statements; Notice of Entries. In accordance with the Rules, Park Bank is not required to and will not provide the customer or Receiver(s) with notice of the receipt or execution of individual entries.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, TELEPHONE OR WRITE US AT:

PARK BANK
EFT DEPARTMENT
7540 WEST CAPITOL DRIVE
MILWAUKEE, WI 53216-1997
(414) 466-8000

We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account. If the error involves an electronic transfer from your account to buy goods or services, or a transfer initiated outside of the United States, the time period for the actions stated will be 10 business days and 90 days in place of 45 days. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

IMPORTANT: If you have a Personal Reserve Account (PRA) line of credit, you should refer to the PRA Agreement, which gives important information regarding your rights and responsibilities relating to any transactions at a terminal or through a merchant which result in overdrafts to your account.

BANK MANAGERS CORP. NOTICE OF RELATIONSHIP: The organizations described below are related to each other and you may be a customer of one or more of them. You may not be compelled to buy any product or service from any of the related organizations in order to participate in a transaction with one of them. If you feel you have been compelled to buy any product or service from any of the related organizations in order to participate in a transaction with one of them, you should contact the management of one of the related organizations at its address or the Department Of Financial Institutions at 345 West Washington Avenue, Madison, WI 53703.

Bankmanagers Corp.
7540 West Capitol Drive
Milwaukee, WI 53216

SUBSIDIARY
ParkBank Leasing Inc. & Park Bank
7540 West Capitol Drive
Milwaukee, WI 53216

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT: In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

PATRIOT ACT: IMPORTANT INFORMATION ABOUT PROCEDURES FOR ESTABLISHING A NEW LOAN OR DEPOSIT AMOUNT. 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 who opens an account. What that means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FACTS	WHAT DOES PARK BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and accounts with others • Income and assets • Payment history, account balance and credit score <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>Important Information about Credit Reporting: We report information about your account(s) to consumer reporting agencies or credit bureaus. If you have any late payments, missed payments or other defaults on your account, this information will be included in your credit report.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Park Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Park Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 414.466.8000 or go to www.parkbankonline.com .
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PARK BANK

DRIVEN BY YES®

Who we are	
Who is providing this notice?	Park Bank 330 East Kilbourn Avenue Milwaukee, WI 53202
What we do	
How does Park Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Park Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or apply for a loan • pay your bills or use your debit card • make deposits or withdrawals from your account We also collect your personal information from credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes— information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Park Bank does not share information with affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Park Bank does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Park Bank does not participate in joint marketing.
Other Important Information	
Call us at 414.466.8000 with any questions regarding our Privacy Policy.	

PARK BANK

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