

Onsite Deposit Manager (AKA ODM or Remote Deposit)

Onsite Deposit Manager (ODM) AGREEMENT of use AND DISCLOSURES  
Associated Bank, National Association  
P. O. Box 19006  
Green Bay, Wisconsin 54307-9006

This ODM Agreement and Disclosures ("Agreement") is between Customer and Associated Bank, National Association for the delivery of services described below.

#### I. Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

"Account" means Customer's designated deposit and loan accounts with Us including but not limited to: checking, money market, certificate of deposit and savings account(s).

"Associated Bank" means Associated Banc-Corp and its affiliates, subsidiaries and any agent, independent contractor, designee or assignee which Associated Bank may, in its sole discretion, employ in the provision of ODM.

"Business Day" means Monday through Friday, excluding federal holidays.

"ODM " means Our Internet application designed for online banking convenience for business.

"Customer" means the Depositor named in the Depository Declaration on file with Us.

"We," "Our" and "Us" mean Associated Bank.

"You" and "Your" mean Customer.

#### II. Authorization.

Customer represents and warrants, as of the date of this agreement and at any time the service is used or performed, that: a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; b) it has the requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and the Services used or performed by it; c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligations; and d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed hereunder has been obtained.

#### III. Services.

The following services ("Services") are offered through ODM

- View deposit profile information

- Deposit Transaction inquiry
- Transmission of check images and virtual deposit tickets
- Online Reporting of administrative or deposit detail
- email confirmation of deposit
- Imaging for checks and deposits
- Other services as may be offered from time to time at the sole discretion of Associated Bank

#### IV. Hardware and Software Requirements.

Associated Bank will provide Customer with the specifications for any hardware and software or network and internet connectivity required and which Associated Bank has determined to be compatible with or required to utilize ODM. Customer shall be responsible for acquiring the required hardware and/or software and its installation and maintenance excluding those equipment or support services designated otherwise in the ODM customer agreement between Associated Bank and Customer. If Customer chooses hardware and/or software that differs from that recommended by Associated Bank, Associated Bank shall not be responsible for or liable to Customer for any malfunction, failure to function, inaccuracy or other failure of ODM to operate as expected. Associated Bank reserves the right to restrict customer access to ODM or reject or discontinue deposits processed through other equipment or software regardless of the compatibility of such hardware or software in its sole discretion.

#### V. Customer Responsibility.

Customer shall designate Accounts and Services accessible through ODM. Customer shall designate individuals authorized to access Services.

Customer's role and responsibility to designate authorized designees or individuals shall be provided at or prior to such designee's or individual's access to the ODM system. Customer is solely responsible for the timeliness, accuracy, and completeness of any instructions and information in connection with Customer's ODM transactions.

#### VI. Password and Security.

Customer hereby agrees to safeguard the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of ODM. Using the password has the same effect as Customer's signature authorizing transactions. Anyone who has access to the password will have access to ODM and related services. Access to ODM by an individual or designee on behalf of the Customer, whether or not the Customer has notified Associated Bank of such designation shall be considered a valid instruction and transaction authorization for Customer. Although Associated Bank may perform such transactions, the acceptance of a transaction from an individual not authorized to perform such transaction by written notification to Associated Bank will not be construed as a change in the agreement and Associated Bank reserves the right to reject and or delay the processing of ODM transactions regardless of past acceptance of deposit instructions. In the event of such a rejection or delay, the Customer is solely responsible for any fees or expenses incurred related to ODM deposits or funds availability.

Please contact Us immediately if You believe the password has been lost, stolen, compromised or otherwise becomes available to an unauthorized person.

#### VII. Imaging for Checks and Deposit Tickets.

Associated Bank and Customer acknowledge ODM operates based on the creation and transmission of images of sufficient quality to allow for reproduction or replacement of the original check document. We will make every effort to produce legible images of Account checks and deposit tickets; however, some items will produce poor quality images or may not produce an image. In this event, the Customer agrees, at its own expense to provide Associated Bank with reasonable support for the timely resolution of such issue.

#### VIII. Overdraft.

Customer shall be liable for any Account shortage resulting from charges or overdrafts, whether caused by Customer, authorized user, or another with access to ODM. This amount is due immediately, and may be deducted directly from the Account balance whenever sufficient funds are available. Customer shall not have the right to defer payment of this amount, and Customer shall be liable regardless of whether it processed the item or benefited from the charge or overdraft. This includes liability for Our costs to collect the outstanding balance and, to the extent permitted by law, Our reasonable attorney's fees.

#### IX. Fees.

Customer shall compensate Associated Bank for the performance of the Services in accordance with the ODM fee schedule. We may amend the fee schedule from time to time in our discretion.

#### X. Liability.

Associated Bank shall not be liable to You for any damages whatsoever arising in connection with the accuracy and completeness of information supplied through ODM regarding Your Account. We will exercise ordinary care in providing ODM Services and will be responsible for a loss sustained by You only to the extent such loss is caused by Our reckless or willful misconduct. IN NO EVENT SHALL CLERICAL ERRORS OR MISTAKES IN JUDGMENT CONSTITUTE FAILURE TO EXERCISE ORDINARY CARE Under no circumstances shall Associated Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by You or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable beyond Our control. Associated Bank shall not be liable for failure to perform any of its obligations in connection with any ODM Service if such performance would result in it being in breach of any law, regulation or requirement of any government authority.

The total liability of Associated Bank in connection with any deposit error arising from Your use of the ODM Service shall be limited to a correction of any error arising from the negligence of Associated Bank. THE BANK'S MAXIMUM POTENTIAL LIABILITY SHALL, IN ANY EVENT, BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AS A DIRECT RESULT OF ASSOCIATED BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE MAXIMUM AGGREGATE LIABILITY OF THE BANK RESULTING FROM ANY SUCH CLAIM SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE REMOTE DEPOSIT SERVICE IN THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. IN NO EVENT SHALL ASSOCIATED BANK BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH CLAIM COULD HAVE BEEN REASONABLY FORESEEN.

#### XI. Exclusion of Warranties.

ODM makes use of a private computer network, intended for authorized users only. We have confidence in the security measures We employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING ODM, CUSTOMER AGREES TO ACCEPT COMPLETE RESPONSIBILITY for the authorized use of the Services. ASSOCIATED BANK, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO CUSTOMER'S USE, AUTHORIZED OR UNAUTHORIZED, OF ODM, AND ASSOCIATED BANK FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### XII. Indemnification.

Customer shall indemnify and hold harmless Associated Bank and each of its directors, officers, employees, agents, successors and assigns (collectively, "Indemnitees") from and against any and all liability, loss and damage of any kind incurred by or asserted against Indemnitees in any way relating to or arising out of any Service, or by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is directly caused by the gross negligence or willful misconduct of such Indemnitees and provided that reliance without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitees.

#### XIII. Contact Us.

Contact the Treasury Management Services Help Desk at 1(800)270-2707 or write Us at Associated Bank, P. O. Box 19006, Green Bay, Wisconsin 54307-9006. Customer may also notify Us through secure messaging within any electronic banking application.

#### XIV. Account Information Disclosure.

The circumstances under which We may provide information about Accounts to third parties are summarized in Our current privacy notice. Customer agrees that We may deliver Our privacy notices and opt-out notices to Customer by making them available on [www.associatedbank.com](http://www.associatedbank.com). Customer

may access the privacy notice on [www.associatedbank.com](http://www.associatedbank.com), or request a paper copy by writing to Us at Associated Bank, P. O. Box 19006, Green Bay, Wisconsin 54307-9006.

XV. Electronic Record Consent.

Customer hereby consents to receive Electronic Records during the term of its agreement with Associated Bank and for so long as Associated Bank provides the Service to Customer.

XVI. Termination or Discontinuation.

In the event Customer wishes to discontinue the ODM service, Customer shall notify Us in writing. Written notice of Service termination must be supplied ten (10) Business Days prior to the first day of the month to: Associated Bank, P. O. Box 19006, Green Bay, Wisconsin 54307-9006. Customer may also notify Us through secure email messaging. If Customer notifies Us verbally, Customer must also send Us written notification within ten (10) days of the verbal notification. After Customer's proper notice is received by Us, the actual termination date of ODM, will be communicated to the Customer. Upon termination, all fees, including fees for equipment or early termination shall be immediately due in full and Associated Bank, may at its discretion, deduct any such fees from the Customer account(s).

We may modify, suspend or terminate Customer's privilege of using ODM, may withhold approval of any transaction, at any time, without prior notice to Customer. In the event We terminate ODM, We will endeavor to notify Customer in advance but are not required to do so. Customer will be notified as soon as practicable after termination of ODM. Neither termination nor discontinuation shall affect Customer's liability or obligations under this Agreement or ODM agreement.

XVII. Assignment.

Customer may not assign this Agreement to any other party without Associated Bank's prior written consent. We may assign this Agreement to Our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties in our sole discretion.

XVIII. Third Parties.

Customer understands that support and services relating to ODM may be provided by third parties other than Us, and Customer authorizes Us to contract with third parties to provide such support and service to Customer.

XIX. No Waiver.

We shall not be deemed to have waived any of Our rights or remedies hereunder 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 any such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a wavier of any rights or remedies on future occasions.

XX. Governing Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles.

XXI. Headings.

Headings are used for reference purposes only and shall not be deemed part of this Agreement.

XXII. Conflict of Provisions.

This Agreement is intended to supplement and not to replace other agreements between Customer and Us relating to Accounts, including, without limitation, the Deposit Account Rules. The deposit Accounts accessed by ODM remain subject to the Deposit Account Rules governing deposit accounts generally, which have been provided to You. Additionally, any loan or line of credit accessible by or through ODM shall remain subject to any loan agreement that You executed previously with Associated Bank.

In the event of a conflict between this Agreement, the Account Rules and any other agreements that apply to Your Accounts, this Agreement shall govern and control, unless otherwise specified in this Agreement or the ODM customer agreement. THE ODM SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOREGOING, THE BANK DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE REMOTE DEPOSIT SERVICE (INCLUDING, WITHOUT LIMITATION, THAT IT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). THERE ARE CERTAIN SECURITY, INFORMATION CORRUPTION, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS.

XXIII. Amending This Agreement

Associated Bank may change, amend, or otherwise modify or revise this Agreement at any time. You agree to be bound by the then current version of this Agreement if this Agreement is revised by Associated Bank. We reserve the right to communicate such changes as deemed appropriate. Such communication may be sent exclusively to the Customer authorize individuals.