



CAPITOL BANK
ONLINE BANKING - BUSINESS AGREEMENT

The undersigned _____, (the "**Company**") hereby requests that Capitol Bank provide to the Company our Online Banking - Business Service ("**Online Banking - Business**") on the terms and conditions set forth below. In this Agreement, the terms "us," "we," and "our" refer to Capitol Bank.

1. Coverage. The Company is the depositor on a commercial account or multiple commercial accounts accessible by Online Banking - Business. This Online Banking - Business Agreement ("**Agreement**") applies to the use of our Online Banking - Business by the Company and its Authorized Users (defined below), which permits the Company and its Authorized Users to access certain commercial accounts the Company has with us via the Internet for services selected by the Company and agreed upon by us.

2. Enrollment/Authorization Form. To establish Online Banking - Business, the Company must complete a Online Banking - Business Client Authorization Form ("**Authorization Form**") evidencing the Company's desire to access its accounts using Online Banking - Business, and identifying the specific accounts that will be accessible (the "**Covered Account(s)**") and the specific Online Banking - Business functions that we will provide to the Company. The Company shall designate one person authorized to access Online Banking - Business (the "**Security Administrator**") on the Authorization Form. The Security Administrator shall designate the additional persons who will have access to Online Banking - Business (together with the Security Administrator the "**Authorized Users**") and the specific services available to each Authorized User on Company's Employee Authorization Form. By signing the Authorization Form, the Company is agreeing to the terms and conditions set forth in this Agreement. The Company may change Security Administrators, Authorized Users, Covered Accounts or Online Banking - Business functions by completing, signing and delivering to us updated Online Banking - Business documents.

3. The Company's Responsibility. The Company is responsible for selecting all systems, hardware and its Internet service provider and for any defect, virus, malfunction or interruption in service or security due to hardware failure, its choice of Internet service and systems and computer services. We have no responsibility or liability for same.

Online Banking - Business makes use of a private network, intended for authorized users only. BY USING ONLINE BANKING - BUSINESS, THE COMPANY AGREES TO ACCEPT COMPLETE RESPONSIBILITY; THEREFORE, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO THE USE, AUTHORIZED OR UNAUTHORIZED, OF ONLINE BANKING - BUSINESS SERVICES BY THE COMPANY OR ITS AUTHORIZED USERS. USE OF ONLINE BANKING - BUSINESS IS AT THE SOLE RISK OF THE

COMPANY. WE DO NOT WARRANT THAT ONLINE BANKING - BUSINESS WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF ONLINE BANKING - BUSINESS. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO ONLINE BANKING - BUSINESS.

4. Access Codes. Upon receipt of the Company's Authorization Form, we will issue each Authorized User an Access ID and a temporary password. For security purposes, each Authorized User is required to change his or her password after the initial login. The Access IDs and passwords will permit each Authorized User to access the Company's Covered Accounts using Online Banking - Business to perform the functions that the Company has designated to be available for that particular Authorized User. We may also issue the Company a Security Token, which generates a onetime PIN the Company will need to access its Covered Accounts or complete certain transactions such as ACH transfers or remote deposit capture ("**Security Token**"). We will amend or revoke Access IDs or revoke the Company's Security Token, and amend or revoke the services that may be performed by each Authorized User to whom the Access ID and Security Token are assigned upon our receipt of a Change in Service Form from the Company instructing us to do so and passage of a reasonable period of time for us to respond to the Company's instructions. An Authorized User may change his or her Online Banking - Business password by accessing our website and following our instructions and security procedures for changing passwords. Until we receive a Change in Service Form, our authority and instruction to respond to transactions initiated using an Authorized User's Access ID and password and/or Security Token PINs shall continue. Our receipt of a Change in Service Form from the Company regarding a particular Access ID or Security Token, or specific service available using Online Banking - Business, shall not affect the validity or use of any other Access ID or Security Token assigned to the Company or any other services available using Online Banking - Business. Unless we agree with the Company in writing to a different security procedure, the Company and each Authorized User acknowledge and agree that the authenticity of payment orders processed through Online Banking - Business will be verified using the each Authorized User's assigned Access ID, password and Security Token PINs, if applicable. Further, the Company agrees that such Security Procedures are commercially reasonable.
5. Customer Liability. The Company is responsible for maintaining the confidentiality of the Access IDs and/or Security Tokens provided to the Company and its Authorized Users, as well as any passwords provided to or selected by any Authorized Users. The Company understands and agrees that it is responsible for all transactions incurred using Access IDs and passwords of Authorized Users and Security Token PINs. Each Authorized User agrees not to disclose his or her Access ID or password to any other individual or third-party. In addition, any Authorized User who is assigned a Security Token shall not provide any other individual or third-party access to the Security Token, unless such person is also an Authorized User. Anyone to whom an Authorized User discloses his or her Access ID, password and, if applicable Security Token PINs and

anyone who has access to an Authorized User's Access ID, password and, if applicable, Security Token PINs will have full access to the services the Company can perform on Online Banking - Business, including full access to the Company's Covered Accounts. Each Authorized User's authority will be limited only to the extent that the Access ID, password or Security Token was established with limitations on the services that could be performed using that Access ID, password or Security Token. We are entitled to presume that all communications containing a proper Access ID, password and, if applicable, Security Token PIN, are authorized by the Company and to act upon those communications, and the Company will be bound by any transaction performed by any person using that Access ID, password and, if applicable, Security Token PIN. The Company assumes full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Online Banking - Business or disclosure of any confidential information or instructions of the Company by the Company, its Authorized Users or other employees, agents or other third parties that gain access to the Company's Access IDs, passwords and/or Security Tokens. The use of Access IDs, passwords and Security Tokens as security measures may be in addition to any other security procedures identified in agreements the Company has with us relating to funds transfers such as an ACH Agreement applicable to ACH transfers made using Online Banking - Business.

6. Contact in Event of Unauthorized Access. The Company shall notify us immediately if the Company believes that an Authorized User's Access ID, password or the Company's Security Token has been lost, stolen or otherwise available to an unauthorized person. **Telephoning is the best way of keeping the Company's possible losses down.** The Company could lose all the money in its Covered Accounts (plus its maximum overdraft line of credit). If the Company believes that Access IDs, passwords or a Security Token has been lost or stolen or that someone has transferred or may transfer money from the Company's Covered Account without the Company's permission, please contact us as follows:

1. By calling us at (608) 836-1616
2. By sending an e-mail communication addressed to depositops@capitolbank.com
3. By writing us at Capitol Bank, Attention: Deposit Operations 710 N. High Point Road, Madison, WI 53717

7. Functions. Each Authorized User can use his or her Access ID, password, Security Token (if applicable), and Online Banking - Business to perform all of the functions described in the Company's Authorization Form. In general, the Company and its Authorized Users can use Online Banking - Business to:

- check Company account balances
- view account activity
- transfer funds among Company deposit accounts with us
- transfer funds from the Company's line of credit to the Company's checking account(s) with us
- make payments out of deposit accounts to the Company's loan accounts with us

- initiate stop payment orders
 - pay third parties using bill payment (separate Business Bill Pay Agreement required)
 - perform ACH transfers (separate ACH Agreement required)
 - perform remote deposit capture (separate Remote Deposit Capture Agreement required)
 - access accounts and perform internet banking services through a mobile device, such as a smartphone or tablet
 - perform positive pay file transfers
8. **Fees:** Capitol Bank offers the benefits and convenience of Online Banking - Business free of charge. Fees for optional Cash Management services within Online Banking - Business and account research and stop payment charges will be assessed at the rates published in Capitol Bank's fee schedule attached to this Agreement. Capitol Bank's fees are subject to change. Capitol Bank will notify the Company in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes. [*Attach Fee Schedule*]
9. **Business Days.** Our business days are Monday through Friday, excluding Federal Reserve holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day).
10. **Fund Transfers.** Online Banking - Business is available 24 hours a day, seven days a week, except during special maintenance periods, which generally are scheduled between 11:00 p.m. Sunday night and 4:00 a.m. Monday morning. All Online Banking - Business transaction requests received after 6:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next Capitol Bank business day. If the Company schedules a Online Banking - Business transaction for a future date, Capitol Bank processes the transaction after the close of business on that date, if that day is a business day. If the date the Company requests for an Internet Banking transaction is not a business day, Capitol Bank processes the transaction on the prior business day for checking account transactions and the next business day for savings account transactions. If the Company schedules a recurring Online Banking - Business transaction and the transaction date does not exist in a month, the payment will be processed on the prior business day for checking account transactions and the next business day for savings account transactions. Our business day begins at 9:00 a.m. Subject to available funds, the Company may transfer funds using the Online Banking - Business in any amount.
11. **Limitations on Transfers.** Under federal regulations, the Company may make no more than six transfers and withdrawals to another of the Company's accounts or to a third party by means of a preauthorized electronic fund transfer, telephone (or data transmission) transfer, including Online Banking - Business transactions, or check and draft, debit card or similar order to third parties per calendar month from the Company's savings or money market deposit account. Each fund transfer or bill payment through

Online Banking - Business from the Company's savings or money market deposit account is counted as one of the six limited transfers the Company is permitted each month. (However, payments to the Company's loan accounts with us are not counted toward this limit for savings and money market deposit accounts.) The Company's Deposit Account Rules may include other restrictions and charges.

12. Stop Payments. The Company may cancel a pre-authorized payment using Capitol Bank's stop payment service if the Company submits a stop payment request, either orally or in writing (or in certain circumstances through our Online Banking - Business service), at least 24 hours before the payment is scheduled to be made. We will charge the Company for each such stop payment order as identified in our current fee schedule accompanying this Agreement (as may be amended from time to time). If the Company cancels or changes any pending funds transfer or bill payment by completing the appropriate fields from the payment menu, there will be no charge.
13. Account Statements. The Company may choose to receive regular paper account statements or register for e-Statements. If the Company registers for e-Statements, the Company will receive an email stating that its account statement is available to view online through the Company's Online Banking - Business account. The Company's account statements will arrive either monthly or quarterly, depending on the type of account.
14. Our Obligation to Make Transfers. We are not obligated to make any transfer:
 - If, through no fault of ours, the Company's Covered Account(s) does not contain sufficient collected funds to make the transfer.
 - If the money in the Company's Covered Account(s) is subject to legal process or other encumbrances restricting the transfer.
 - If the transfer would go over the credit limit on the Company's overdraft credit plan, if any.
 - If a transfer system was not working properly and the Company knew about the breakdown when it started the transfer.
 - If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer or use of Online Banking - Business despite reasonable precautions that we have taken.
 - If incomplete or inaccurate information is forwarded to us by the Company or through an automated clearinghouse.

- If the Company has not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If the Company has not properly followed the instructions for using Online Banking - Business.
- If the Company's operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of the Company's browser, internet service provider, computer, computer virus or other problems relating to the computer equipment the Company or its Authorized Users use with Online Banking - Business, including, without limitation, the Company or its Authorized Users' inability to access Online Banking - Business or any part of Online Banking - Business.
- For a failure to provide access or for interruptions in access to the Online Banking - Business due to Online Banking - Business system failure.

The situations discussed above are examples and are not an exhaustive list. There may be other situations under which we are not obligated to make a transfer.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS, PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE, BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE BANKING - BUSINESS OR OUR PERFORMANCE HEREUNDER.

15. Indemnification. Unless caused by our intentional misconduct or gross negligence, the Company agrees to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from the Company's use of Online Banking - Business or the Company's breach of any of its obligations under this Agreement. The Company's obligation to indemnify us shall survive termination of this Agreement.
16. Termination. We may modify, suspend or terminate the Company's privilege of using Online Banking - Business and may withhold approval of any transaction, at any time, without prior notice to the Company or refund of fees the Company has paid. In the event we terminate Online Banking - Business, we will try to notify the Company in advance but are not required to do so. The Company will be notified as soon as practicable. The Company may terminate Online Banking - Business by sending us

written notice of termination at least 30 days prior to the effective date of such termination. Termination shall not affect the rights and obligations of the parties for transactions made with the Online Banking - Business before we have had a reasonable time to respond to the Company's termination request. The Company must cancel all future funds transfers and bill payments, whether recurring or individual payments, when it terminates Online Banking - Business or we may continue to process such payments.

17. Third Parties. The Company understands that support and services relating to Online Banking - Business are provided by third parties other than us, and the Company authorizes us to contract with third parties to provide such support and service. Unless a release is prohibited by law, the Company releases us from any liability for failures, acts or omissions of any third party system operator including, but not limited to, unauthorized access to, theft or destruction of the Company's information or instructions.
18. Amendment. Capitol Bank may modify the terms and conditions applicable to Online Banking - Business from time to time by delivering a notice of the modifications to the Company electronically at the email address the Company has provided to us or at the address shown on our account records. By continuing to use Online Banking - Business, the Company is accepting the revised terms and conditions.
19. General. This Agreement is intended to supplement and not to replace other agreements between the Company and us relating to the Company's accounts, including, without limitation, our Deposit Account Rules, Business Bill Pay Agreement, ACH Agreement, and Remote Deposit Capture Agreement. In the event of a direct conflict between this Agreement and any other account rules and agreements that apply to the Company's Covered Accounts or the functions performed using Online Banking - Business, the agreement most specifically addressing the service or issue shall govern and prevail. For example, a provision addressing a security procedure that applies to ACH payment orders initiated using Online Banking - Business contained in a separate ACH Agreement addressing ACH transfer payment orders initiated using Online Banking - Business shall prevail over a direct conflict with the security procedures in this Agreement because ACH transfers are more specifically addressed in our ACH Agreement than in this Agreement.
20. Governing Law. This Agreement is governed by the laws of the State of Wisconsin and applicable federal law. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof, shall be instituted only in the courts of Dane County, Wisconsin.
21. Representations. Rates, promotions and representations provided via Online Banking - Business services are strictly indicative and are not guaranteed, although they are believed to be reliable. Such rates, promotions and representations are not intended as firm dealing processes or offers and the rates for any specific transactions must be confirmed directly with appropriate Capitol Bank personnel. Opinions expressed in commentaries are those of the authors, and strictly their judgment of the market.

- 22. Waiver. We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of that term or provision in the future and any such waiver must be in writing. No delay or omission by us in exercising any right or remedy will impair the right or remedy or be deemed a waiver of the right in whole or in part.
- 23. Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. We may assign rights and delegate duties under this Agreement to a company affiliated with us or to any other party.
- 24. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provisions.
- 25. Entire Agreement. This Agreement supersedes all previous agreements and understandings, either oral or written, between the Company and Capitol Bank with respect to Online Banking - Business.
- 26. Counterparts. This Agreement may be executed in any number of counterparts, and by the parties on different counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

COMPANY

CAPITOL BANK

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____