

Capitol Bank Mobile Banking Business Addendum

This addendum ("**Addendum**") to the Business Internet Banking Agreement ("**Agreement**") between Company and Capitol Bank sets forth Company's rights and obligations as a user of Capitol Bank's mobile banking business services ("**Mobile Banking Business**") and the related software (the "**Software**"). It also describes the rights and obligations of Capitol Bank. This Addendum is incorporated into the Agreement by reference. If there is a conflict or inconsistency between the provisions of this Addendum and the Agreement, this Addendum will control as to any conflict or inconsistency relating to our Mobile Banking Business service.

In this Addendum, the words "Bank," "we," "us" or "our" mean Capitol Bank and its successors or assigns. When we use the words "Company", "you" or "your" we mean the Company, its successors and assigns, and its Authorized Users. Capitalized terms not defined in this Addendum have the meanings ascribed to them in the Agreement.

Please read this Agreement carefully. By pressing the ["I Accept"] button below or by participating in Mobile Banking Business or using the Software, Company agrees to comply with the terms and conditions of this Addendum.

1. Description of Services. Each Authorized User can use his or her Access ID and password, and, if applicable, Security Token PIN to access Mobile Banking Business through a mobile device, such as a smartphone or tablet, to perform the following functions:
 - 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 positive pay file transfers (separate ACH Origination Agreement required)
 - make deposits into Company deposit accounts that Company maintains with us from a camera enabled mobile device (separate Mobile Deposit Business Addendum required)

2. Mobile Device. Not all Mobile Banking Business services are available on all types of mobile devices. Company must have a mobile device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. We reserve the right to modify the scope of Mobile Banking Business at any time and to refuse to make any transaction request through Mobile Banking Business. Company agrees and understands that Mobile Banking Business may not be accessible or may have limited utility over some mobile networks, such as while roaming.

3. Hardware and Software Requirements. Company, and its Authorized Users, must use the operation system(s) and Software that satisfies all technical specifications and other

requirements that we and/or our service providers establish and specify. We and/or our service providers may change these specifications and/or requirements from time to time. We are not responsible for any third party software Company may need to use Mobile Banking Business and we are not responsible for any fees charged by a mobile carrier in connection with the use of Mobile Banking Business. Company agrees that it will perform or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements to the Mobile Device. Unless otherwise provided in this Addendum, Company is solely responsible, at its own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use Mobile Banking Business. Company must install and test its, and its Authorized Users', mobile devices, operating systems and any other required hardware and Software before Company makes its first transaction or deposit through Mobile Banking Business.

Company accepts all Software “as is” and subject to the terms and conditions of the software agreement that Company, or any Authorized User, enters into directly with the third party software provider at the time of download and installation. **We are not responsible for, and Company and its Authorized Users, releases us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using Mobile Banking Business, e-mail or the Internet.** Company agrees that all images and files transmitted to us through Mobile Banking Business will not contain any viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

4. Use of Services. Mobile Banking Business will not work unless used properly. Company is solely responsible for making sure that Company and its Authorized Users understand how to use Mobile Banking Business before using, and that Company and its Authorized Users always use Mobile Banking Business in accordance with any online instructions that may be delivered to Company. Company is also solely responsible for making sure that Company and its Authorized Users know how to use their respective mobile devices and the Software. From time to time, we may change, upgrade, or add new features to Mobile Banking Business. In the event of such changes, Company is solely responsible for making sure that its Authorized Users understand how to use the updated or changed version of the Software. We will not be liable to you for any losses caused by Company's failure to use the Software or mobile device properly.
5. Warranty Disclaimer. MOBILE BANKING BUSINESS IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT MOBILE 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 MOBILE BANKING BUSINESS, EXCEPT WHEN WE ARE REQUIRED TO DO SO BY LAW. 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 MOBILE BANKING BUSINESS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

6. Restrictions on Use; Indemnification. Company agrees that neither it, nor its Authorized Users, will use Business Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose or in violation of all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam” and import/export law. COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD US, OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS CAUSED OR ARISING FROM A THIRD PARTY CLAIM, DISPUTE, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION, ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE FRAUDULENT, UNAUTHORIZED OR IMPROPER USE OF MOBILE BANKING BUSINESS OR THE SOFTWARE BY COMPANY OR ITS AUTHORIZED USERS OR THE VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY BY COMPANY OR ITS AUTHORIZED USERS.

7. Service Availability. We cannot always foresee or anticipate technical or other difficulties related to Mobile Banking Business or the Software. These difficulties may result in loss of data, personalization settings or other Mobile Banking Business interruptions and we do not assume any responsibility to Company for such losses or interruptions. Information about activity is synchronized between the Software and our website. Transfer and payment information available through the Software may differ from the information that is available directly through our website. Information available directly through our website may not be available through the Software, may be described using different terminology, or may be more current than the information available through the Software, including, but not limited to, account balance information. The method of entering instructions through the Software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to Company’s use of the Software. Additionally, Company agrees that we are not liable for any errors or delays in the content, or for any actions taken in reliance thereon, except as prohibited by law.

8. Agreements with Service Providers. Company agrees that it and its Authorized Users will continue to be subject to the terms and conditions of existing agreements with any unaffiliated service providers, including, but not limited to any mobile service carrier or provider (e.g., AT&T, Verizon Wireless, SprintPCS, T-Mobile, U.S. Cellular, etc.), and that this Addendum does not amend or supersede any of those agreements. Company understands that those agreements may provide for fees, limitations and restrictions which might impact Company’s use of Mobile Banking Business (for example, a mobile service carrier or provider may impose data usage or text message charges for use of or interaction with Mobile Banking Business, including while downloading the Software, receiving or sending text messages, or other use of a mobile device when using the Software or other products and services provided by Mobile Banking Business), and Company agrees to be solely responsible for all such fees, limitations and restrictions. Company agrees that only the mobile service carrier or provider is responsible for its products and services, and that the mobile service carrier is not the provider of Mobile Banking Business. Accordingly, Company agrees to resolve any problems with any carrier or provider directly with such

carrier or provider without involving us. Company also agrees that if it has any problems with Mobile Banking Business Company will contact us directly.

9. Lost Access Codes. The Company's Authorized Users will use their respective Access IDs passwords, and, if applicable, Security Token PINs, to gain access to Mobile Banking Business. Anyone using a Company or Authorized User's mobile device and an Authorized User's Access ID, password, and, if applicable, Security Token PIN, can access Company's Covered Accounts and have full access to Mobile Banking Business. Company is solely responsible for any transactions performed using an Authorized User's Access ID, password and Security Token PIN with respect to Company's Covered Accounts. Company agrees to take every precaution to ensure the safety, security and integrity of its Covered Account(s) and transactions when using Mobile Banking Business. Company will keep all mobile devices, Access IDs, passwords, and Security Token PINs safe, confidential and secure, and will not record or otherwise disclose or make available Access IDs, passwords and Security Token PINs to anyone other than its Authorized Users. If Company believes that one or more Access IDs, passwords or Security Token PINs has been lost or stolen or that someone may attempt to use Mobile Banking Business without Company's consent or has transferred money without Company's authorization, Company must call Capitol Bank IMMEDIATELY at (608) 836-1616 between 9:00 a.m. to 5:00 p.m. Telephoning Capitol Bank is the best way of minimizing losses.
10. Limitation on Liability. COMPANY AGREES THAT CAPITOL BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY COMPANY OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CAPITOL BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
11. Fee Schedule. Capitol Bank offers the benefits and convenience of Mobile Banking Business free of charge. However fees for services available through Tier Two Business Internet Banking and Tier Three Business Internet Banking that are available through Mobile Business Banking and account research and stop payment charges will be assessed at the rates published in Capitol Bank's fee schedule. 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. Please see Capitol Bank's fee schedule for additional fees.
12. Other Agreements. Mobile Banking Business is another means for accessing information pertaining to Company's Covered Accounts at Capitol Bank, as well as conducting certain transactions with respect to Covered Accounts through the use of a mobile device. This Addendum and the Agreement supplement other agreements between us, including, without limitation, Company checking, savings, and other deposit account rules and agreements,

Company's Deposit Account Agreement, as well as line of credit and loan agreements provided to you at the time you opened your accounts ("**Account Disclosures**"), and depending on the specific functions or services you enroll in, separate agreements governing specific Internet Banking services. In the event of a conflict between this Addendum and the Account Disclosures relating to Mobile Banking Business, this Addendum will control. In the event of a conflict between this Addendum and disclosures provided electronically within Mobile Banking Business and relating to specific features of Mobile Banking Business, such as disclosures found in help screens or enrollment screens, the provisions relating to specific features of Mobile Banking Business, such as those in help screens and enrollment screens, will control.

13. Phone Number. By providing a phone number to a Company or Authorized User's smartphone, the Company and such Authorized User are expressly consenting to receiving communications at that number from us or our third party providers as permitted by law. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system.
14. No Signature Required. When any payment or other on-line service generates items to be charged to a Covered Account, the Company agrees that we may debit any Covered Account including the account on which the item is drawn without requiring an original live signature on the item, and without prior notice to the Company.
15. Termination. We may modify, suspend or terminate the Company's privilege of using Mobile 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 Mobile 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 Mobile 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 Mobile Banking Business before we have had a reasonable time to respond to the Company's termination request.