

The Bank of New Glarus Bank-to-Bank Service Agreement

You may use Bank-to-Bank (“**B2B**”) services to initiate external funds transfers between eligible accounts you maintain with The Bank of New Glarus, (the “**Bank**”), and those you maintain with one or more other U.S. financial institutions (the “**Service**”). This B2B Service Agreement (the “**Agreement**”) governs your use of the Service. Other agreements with the Bank, including, but not limited to, the Consumer Online and Mobile Banking Agreement and Disclosures, including the Specific Service Agreements as defined therein, (collectively the “**Online and Mobile Banking Agreement**”) also apply to your use of the Service.

By clicking “I Agree”, and when you use the Service or authorize others to use the Service, you agree or reaffirm your agreement to the terms and conditions of this Agreement, the Online and Mobile Banking Agreement and all other applicable agreements between you and the Bank. To the extent of a conflict between those agreements and this Agreement, this Agreement shall control as to any issue relating to the Service.

In this Agreement, the words "Bank," "we," "us" or "our" mean the Bank and its successors or assigns. When we use the words "you" or "your" we mean each person who has an interest in an account or other relationship which is accessible through the Service and any person authorized to access the Service.

B2B Service

The Service enables you to initiate an external funds transfer between your Internal Eligible Accounts (defined below) with the Bank and your External Eligible Accounts (defined below) with another U.S. financial institution in U.S. dollars only. You may not use the Service to initiate an external funds transfer with any third-party accounts for which you do not have signatory authority.

Authorization; NACHA Rules

When you transfer funds using the Service, you authorize the Bank to transmit credit or debit entries, as appropriate, electronically through the Automated Clearing House (“**ACH**”) payment network to accommodate your particular request (each a “**B2B Transfer**”). When you initiate a B2B Transfer, you agree to be bound by the National Automated Clearing House Association rules (“**NACHA Rules**”) or other agreements with other financial institutions, as appropriate, to transfer through the ACH processor or directly to another financial institution. If a fine is levied against the Bank for a violation of the NACHA Rules resulting from your use of the Service, you agree to make the Bank whole for the value of the fine.

B2B Daily Limits

A daily limit is set for B2B Transfers as noted in the users B2B profile in Online Banking. Currently, you may not make more than three B2B Transfers in one day, and may not transfer more than \$5,000 per day in the aggregate. Once either limit has been reached, no further B2B transfers will be permitted for that day. The Bank reserves the right to raise and/or lower daily limits for all customers or on a case-by-case basis.

B2B Eligible Accounts

Eligible accounts include your individual and joint personal checking, savings and money market accounts in good standing with us and for which you have signatory authority (each an “**Internal Eligible Account**”) and individual and joint personal checking, savings and money market accounts that you maintain with other U.S. financial institutions for which you have signatory authority (each an “**External Eligible Account**”) (Internal Eligible Accounts and External Eligible Accounts together the “**Eligible Accounts**”). You

understand and agree that commercial and business accounts, third-party accounts for which you do not have signatory authority and certain accounts designated as trustee, guardian or custodian are not Eligible Accounts, and you may not use the Service in connection with such accounts at this time. We reserve the right to amend criteria for Eligible Accounts from time to time.

Security Procedures

You agree that we will initiate a B2B Transfer for you only after you access Online Banking using your login name, password, and security question response ("**Access Codes**") and you have verified your External Eligible Accounts as provided below. We shall not be liable for any delay in processing a B2B Transfer request through the Service if you fail to comply with these security procedures (or any other that may be established by us from time to time). You acknowledge and agree that we have established commercially reasonable security procedures for the Service.

B2B Adding and Verifying External Accounts

Each Internal Eligible Account is automatically included in your B2B profile and is therefore an account from which or into which you can transfer funds using the Service. However, you must add External Eligible Accounts to your B2B profile and thereafter verify each account to activate it for B2B use.

Adding An Account. To add an account to your B2B profile, you must provide the required information requested, which will include the routing number and account number for the account. By clicking the ("**SUBMIT**") button, you represent and warrant to us that the account is an Eligible Account that you maintain with the named U.S. financial institution for which you have independent signatory authority, even if another individual also has signatory authority. Furthermore, by clicking the **SUBMIT** button you also authorize us to initiate the ACH debit and credit entries necessary to verify this account.

Account Verification; Activation. Before an External Eligible Account can be activated, the external account information you provided must be verified. Two ACH deposit entries ranging between \$.01 and \$.99 will be made to the External Eligible Account within one or two business days after you add the External Eligible Account. You are required to obtain the amounts of the two ACH debit transactions from the External Eligible Account and validate that amount against our database. Once the ACH deposit transactions have been verified, the External Eligible Account will be activated for B2B Transfers.

Transfers. The "**Add New Transfer**" function available through Online Banking authorizes you to schedule a B2B Transfer to or from an Internal Eligible Account or to or from an External Eligible Account on a one-time or recurring basis. The "Send" function authorizes us to initiate a B2B Transfer from an Internal Eligible Account to an External Eligible Account. Send requests will appear as an ACH credit to your External Eligible Account for B2B Transfers. The "Receive" function authorizes us to initiate a B2B Transfer from an External Account to an Internal Account. Receive requests will appear as an ACH debit to your External Eligible Account. B2B Transfers submitted prior to 2:30 p.m. Central Standard Time (CST) on a business day will be processed that business day. Requests submitted after 2:30 p.m. Central Standard Time (CST) or on a non-business day will be processed on the next business day.

You agree to have sufficient available funds in the Internal Eligible Account specified in a B2B Transfer "Send" request to process the amount of the request on the scheduled transfer date. Any request for which sufficient funds are not available will either be treated as a non-sufficient funds ("**NSF**") item or an overdraft of your account subject to NSF or overdraft fees, as set forth in our Services and Fees Brochure. You also agree to have sufficient available funds in your External Eligible Account to process the B2B Transfer "Receive" requests you initiate, and you further agree that if any B2B Transfer debit entry is returned to us for any reason, we will debit the Internal Eligible Account for the amount of any previous

credit related to the returned item, and we reserve the right to assess this account a return deposit item fee in the amount set forth on our Services and Fees Brochure. You are liable for any account deficit and agree to promptly pay us any funds due. You agree in this regard that we may deduct such amounts (including any applicable fees) from any of your accounts which you maintain with us without prior notice to you. Financial institutions at which you hold External Eligible Accounts may charge additional fees.

Confirmation. Upon submitting your "Send" or "Receive" request, you will be provided a transaction confirmation number. If you do not receive a confirmation number you must consider the "Send" or "Receive" request as not properly submitted.

Limitations on B2B Transfers

Under federal regulations you may make no more than six B2B Transfer Send requests from your savings or money market accounts per month. Each B2B Transfer Send request initiated through the Service from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. The Deposit Account Rules, Truth in Savings Disclosure, and our fee schedule may include other restrictions and charges.

B2B Funds Availability

Fund transfers less than \$500 that are deposited to your Internal Eligible Account from a "Receive" request are available on the next business day. Fund transfers of \$500 or more that are deposited to your Internal Eligible Account from a "Receive" request are available on the third business day following the date of deposit. The availability of funds that you "Send" to an External Eligible Account will be governed by that institutions agreement with you and/or its rules regarding funds availability.

Right To Change Or Cancel An Entry

If you initiate an immediate B2B Transfer then you cannot cancel or otherwise change a "Send" or "Receive" request. Instead, you can use the Service to initiate a B2B Transfer to effectively reverse the "Send" or "Receive" request, as appropriate.

Stop Payments

If you desire to cancel or stop any payment that has already been processed you must call the Bank at (608) 527-5275. Although we will attempt to accommodate your request, we will have no liability for failing to do so. Stop payment requests will be deemed accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Services and Fees Brochure.

Cancelling Preauthorized Transfers

If you tell us in advance to make a regular B2B Transfer at a regular time out of your Eligible Account without further action by you (a preauthorized transfer), you can stop these payments through the Service. To cancel a preauthorized B2B Transfer through the Service, click on the "Bank to Bank Transfers" tab, then click on "Pending Transfers" to edit or delete the Transfer. You may cancel a preauthorized B2B Transfer through the Service up to midnight on the business day prior to the day the B2B Transfer is scheduled to be made. If you cancel a preauthorized transfer in accordance with the terms of this Agreement, we will stop the next debit and all subsequent preauthorized payments to that payee. If you order us to cancel one of these payments in accordance with the terms of this Agreement, and we do not do so, we will be liable for your losses or damages.

Transaction History and Periodic Statements

Your monthly periodic statements will include any B2B Transfer made using the Service. If there are no transfers in a particular month, you will receive statements at least quarterly. All statements and notices should be examined by you promptly upon receipt. A record of all B2B Transfers is also available in the "Transfer History" section of Online Banking.

Reversals

We may initiate a reversing debit or credit entry for erroneous or duplicate transactions as permitted by the NACHA Rules.

B2B Service Fees and Other Charges

You authorize us to charge a fee to the eligible account for B2B Transfers. Fees are set forth on our Services and Fees Brochure. We currently charge a fee of \$3.00 for each B2B transfer sent from Internal Eligible Account to your External Eligible Account. Such fee will be debited from the designated Internal Eligible Account. Fees are subject to change at the discretion of the Bank as provided under the terms of this Agreement. Any fees associated with the Service are in addition to normal monthly account service charges and/or other services fees such as overdraft fees.

Business Days and Hours of Operation

Our business days are Monday through Friday, except for Federal holidays on which the Bank closes. A customer service representative will be available to assist you on our business days between the hours of 8:30 a.m. to 5:30 p.m. CST.

Authorized Transfers

We are not liable for your authorized B2B Transfers. When you give someone your Access Codes, you are authorizing that person to use the Service on your behalf and you are responsible for all transactions the person performs using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions from which you benefit are also authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

To the extent permitted by applicable law or regulation, we hereby disclaim all other warranties, express or implied, including warranties or merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

Unauthorized Transfers

If you believe your Access Codes have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you should change your Access Codes immediately by using the "Options" tab in Online Banking and then contact us by calling 608-527-5275, sending us a secure email through Online Banking, or writing to us at The Bank of New Glarus, PO Box 129, New Glarus, WI 53574.

Your Responsibility

You should notify us AT ONCE by calling **608-527-5275** if you believe any of your accounts have been accessed by an unauthorized person through the Service or if your Access Codes have been lost, stolen or otherwise becomes available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts.

You can lose no more than \$50 if you notify us within two business days of discovering any unauthorized use of the Service or your Access Codes. However, you can lose as much as \$500 if you do not notify us within two business days of discovering the unauthorized transfer and we can prove that we could have prevented the unauthorized transfer had we been notified.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the date we provide a periodic statement to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

These provisions addressing your liability for unauthorized transfers using the Service supersede any inconsistent provisions you may have received at account opening and such provisions are no longer in effect or are deemed amended to be consistent with this Agreement.

Our Responsibility

We, or a third party acting as our agent, are responsible for completing B2B Transfers on time, according to your properly entered and transmitted instructions. If you have given us all of the proper and timely instructions and have properly completed all fields to complete a B2B Transfer from an Internal Eligible Account, and we do not complete a B2B Transfer to or from your Internal Eligible Account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, we will not be responsible for your losses under the following circumstances:

- If a financial institution mishandles or delays crediting a payment transferred by the Service.
- If, through no fault of ours, your account does not contain sufficient funds to make the transfer.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer.
- If the transfer, through no fault of ours, would have caused you to exceed your available credit, including the credit limit on your overdraft credit plan, if any.
- If a system was not working properly and the breakdown should have been apparent when you attempted to conduct the transfer.
- If circumstances beyond our control (such as fire, power failure or natural disaster) prevent, delay, intercept or alter the transaction or use of the Service despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by you or a third-party involving an account or transfer.
- If you have not provided us with complete and correct payment information.
- If you have not properly followed the instructions for using the Service, as provided in this Agreement.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Service, including, without limitation, your inability to access the Service or any part of the Service.
- For a failure to provide access or for interruptions in access to the Service due to Service system failure.

- For delays due to OFAC (Office of Foreign Assets Control) or other screening processes deemed necessary by the Bank, or governed by law.
 - If we have a reasonable basis for believing that unauthorized use of your Access Codes or account has occurred or may be occurring, if you default under this Agreement, our Deposit Account Rules, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- There may be other exceptions to our liability as stated in our Deposit Account Rules.

Electronic Fund Transfer Error Resolution For Internal Eligible Accounts. In case of errors or questions about any electronic payment or transfer initiated from your Internal Eligible Account(s) via the Service, telephone us at 608-527-5275 or write us at The Bank of New Glarus® and Sugar River Bank Branches, P.O. Box 129, New Glarus, WI 53574 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 determine whether an error occurred within 10 business 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 credit 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 credit your account.

The 10-day periods in the preceding paragraph may be extended to 20 business days, if the error involves a transfer to or from the account within 30 days after the first deposit to the account was made. If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the account was made, the 45 day time period to investigate your complaint or question will be 90 days in place of 45 days.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

General Provisions

Privacy. You acknowledge that we may subcontract some of the Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with the Service, and you will hold us harmless for any failures, acts or omissions of any third party. We will disclose information to third parties about your account including the B2B Transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; in order to comply with court orders or other legal process; to comply with subpoenas,

summonses, search warrants or requests from government agencies; to others with your consent; and whenever required by law. You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our website. You authorize us to obtain credit information on you at any time prior to our agreement to provide a service or during the time you are using a service. The information you provide to us through the Service is subject to the Bank's privacy policy, to the extent not inconsistent with this Agreement. The privacy policy is available on our website at www.thebankofnewglarus.bank.

No Unlawful or Prohibited Use. As a condition of using the Service, you warrant that you will not use the Service for any purpose that is unlawful or not permitted, explicitly or implicitly by the terms of this Agreement, the Online and Mobile Banking Agreement, or any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden or impair the Service or interfere with any other parties use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Indemnification. Unless otherwise prohibited by applicable state or federal law, you agree to indemnify and hold harmless the Bank and each of its directors, officers, shareholders, employees, agents, successors, and assigns from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) arising out of or in connection with breach of any of your obligations, representations and warranties under this Agreement. The Bank's right of indemnification shall survive any termination of this Agreement, and shall not be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment, except as required by applicable state or federal law.

Amendments. We may amend this Agreement by posting notice of the change on our website effective upon the date indicated in the notice or by transmitting it to you at the email address you have provided to us; provided that we will provide at least 21 days prior notice to changes in fees and charges, increased consumer liability, or stricter limitations on the frequency or dollar amount of transfers generally available through the Service. Your continued use of the Service is your agreement to the amendment(s).

Severability. If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

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.

Assignment. We may assign rights and delegate duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights under this Agreement.

Governing Law and Venue. These terms and conditions of this Agreement shall be governed by and construed in accordance with the internal laws of the state of Wisconsin. 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 state courts in Green County, Wisconsin or the federal courts in Dane County, Wisconsin.

Cancellation. Any one person who has access to the accounts accessible with the Service may terminate the Service by contacting us by phone, in writing or through the Service Contact tab in Online Banking. We may modify, suspend or terminate your privilege of using the Service and may withhold approval of any transaction, at any time, based on such factors as improper use, fraud, false or inaccurate account information, overdraft and/or non-sufficient funds activity. The Service automatically terminates upon termination of your Online and Mobile Banking Agreement or if your Internal Eligible Account is closed. In the event we discontinue offering the Service or any function within the Service, we will provide you with 21 days' prior written notice; provided; however, we reserve the right to discontinue the Service immediately without notice if necessary to maintain the security of the Service.