



Positive Pay Addendum

This Positive Pay Addendum (“Addendum”) to the Master Treasury Management Service Agreement (the “Agreement”) for TIN: _____ sets forth the terms and conditions that will govern your use of the Positive Pay (“Positive Pay”) services described herein.

1. Scope; Definitions. By signing below and through your use of Positive Pay, you agree to be bound by the terms and conditions hereof. It is understood and agreed that this Addendum shall supplement and is hereby incorporated into the Agreement. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Agreement. Any reference to “we”, “us”, or the “Bank” shall refer to Bank First National, and any reference to “you” or the “Company” shall refer to the company countersigning this Addendum below.

2. Effective Date. We will begin performing the Positive Pay services beginning on the first day following the execution of this Addendum. We will continue providing you with such services until this Addendum is terminated in accordance with the terms of the Agreement.

3. Description of Services. On the Banking Day following presentment of any check drawn on accounts listed in Schedule A, our system compares the check number and dollar amount to the information in the account reconciliation system as provided by you. If there is any reason the check doesn’t match such item shall be deemed an exception. We shall deliver to you each Banking Day by approximately 9:00 a.m. CST, an electronic list of such daily exceptions. You shall review this list of exceptions and specify which exceptions you decide to pay or return and provide an electronic copy of the reviewed exception list to us no later than 12:00 p.m. CST of the same day we transmit such exception list to you. All items noted on the exception list shall be paid unless you specifically return them by noting such return on the exception list submitted to us by 12:00 p.m. CST.

4. Transmission and Input of Check Information. On any day (whether or not a business day) during which you issue any checks drawn on an account listed in Schedule A you shall transmit such information identifying such items, including but not limited to check number and dollar amount, to us by uploading an electronic check file or manually adding into the account reconciliation system. We may unilaterally change the method of delivery providing you with prior notice.

5. Liability. We shall not be responsible for any liability, loss or damage resulting from (i) a payment in accordance with the provisions hereof of any Check which is altered or unsigned or which bears the forged or unauthorized signature of Company (ii) return of any Check to the Company in accordance with the provisions hereof.

6. Counterparts. This Addendum may be signed in counterparts, all of which shall constitute one agreement.

[Signature page follows.]

This Positive Pay Addendum shall be effective as of the date last signed below.

Manitowoc Public Utilities
Company

Bank First National
Bank

By: _____
Company Authorized Signer

By: _____
Bank Authorized Signer

Name

Name

Title

Title

Date

Date

SCHEDULE A

AUTHORIZED ACCOUNTS: Customer designates the following accounts as “Authorized Accounts” for Positive Pay Services:

Account Number(s): _____

SCHEDULE B

List of Authorized Representatives for Positive Pay

Authorized Representative. The Company hereby authorizes the following individuals to make payment decisions and maintain accurate check information with respect to the Services hereof. Any limitations of access shall be described in the limitations section hereunder. Company shall promptly notify us in writing whenever there are deletions from or additions to such list. Until we have received any such notification and have had a reasonable time to act thereon, we may continue to act pursuant to the most current list on file at Bank.

Name: _____

Email Address: _____

Phone Number: _____

Name: _____

Email Address: _____

Phone Number: _____

Name: _____

Email Address: _____

Phone Number: _____

Name: _____

Email Address: _____

Phone Number: _____

Limitations: _____